

Millybutton llc Sales Order Terms and Conditions
(Including Agreement Not to Advertise below MAP and
Not to Sell on Third-Party On-Line Marketplaces)

Date: _____, 201_

1. Offer and Acceptance. This Sales Order constitutes an offer by millybutton, llc, a Pennsylvania limited liability company (the "Company"), to sell the products (the "Products") specified upon the terms and conditions stated herein. Acceptance of this offer by the buyer (the "Buyer") shall be indicated by verbal acceptance, by written acceptance, by acceptance on the Company's website, by confirmation or purchase order, by making full or partial payment for Products, or by accepting delivery of part or all of the Products.
2. Minimum Advertised Price (MAP). The MAP for the Products shall be not less than \$24.99 per package. This applies to all advertisements in any and all media. MAP applies only to advertised price and does not apply to the price at which the Products are actually sold to an individual consumer within the dealer's retail location or over the telephone. MAP does not establish maximum advertised price.
3. No Sale on Third-Party Websites. Buyer agrees not to sell Products on any third-party website, including but not limited to Amazon, eBay, and others.
4. No Drop Shipping. Buyer agrees not to drop ship to other dealers or vendors.
5. Wholesale Prices. Prices quoted by the Company herein are firm for thirty (30) days from the date hereof, subject to adjustment at any time, however, to correct any error or omission of Buyer in providing complete and accurate information as to its requirements, resulting in an inaccurate price hereunder, or to correct any other error of either party, whether such error is due to typographical, clerical or specification mistakes or interpretations. After thirty (30) days from the date hereof, all quoted prices are subject to change by the Company without prior notice to Buyer.
6. Payment Terms. Unless otherwise agreed to by the Company, payment shall be due on the date Buyer places order. Additionally, (i) title to the Products shall not pass to the Buyer, and (ii) the Company shall be under no obligation to ship the Products to the Buyer unless and until the Company has been paid in full.
7. Past Due Accounts. A finance charge of the lesser of 6% per month or the highest rate permitted by applicable law will be assessed on all past due accounts. An invoice is past due if the net amount is not paid within 30 days after date of invoice. Interest charged on a past due invoice will be assessed from the date on which that invoice was written.
8. Breach. In the event of failure of Buyer to pay any amount owed to the Company (hereunder or otherwise) when due, the Company shall be entitled, at its sole option, to: suspend shipment of any or all Products to Buyer; recall Products in transit, retake same and repossess all Products which may be stored with the Company for Buyer's account without the necessity of taking any other proceedings, cancel any Sales Orders then outstanding for the sale of Products to Buyer; and to the extent permitted by law, receive all expenses incurred by the Company in the collection of said payment, including reasonable attorneys' fees. Buyer consents that all the Products so recalled, retaken or repossessed shall become the absolute property of the Company, provided that Buyer is given credit therefor. The foregoing shall not be construed as limiting any of the rights or remedies under the Uniform Commercial Code of the Commonwealth of Pennsylvania available to the Company because of any default of Buyer. Further, in

the event that Buyer is in breach of the terms set forth herein, Buyer shall, upon receipt of notice from the Company, promptly cease selling (and advertising for sale) Products.

9. Cancellation. Sales orders hereunder may be cancelled by Buyer only with the written consent of the Company (which consent may be withheld by the Company in its sole and absolute discretion). In the event of such cancellation, Buyer shall pay to the Company upon receipt of an invoice therefor an amount equal to the direct costs incurred by the Company in connection with such order plus reasonable overhead and profit, all as determined by the Company.

10. Compliance. This Sales Order will be considered satisfied upon shipment of a reasonable quantity over or under the amount specified in this Sales Order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable.

11. Taxes and Charges. Any tax or other governmental charge now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold will be charged to and paid by Buyer. Such taxes are not covered in the Company's price unless expressly stated herein.

12. Freight. Unless otherwise stated in this Sales Order, prices are F.O.B. shipping point.

13. Shipping Dates. Shipping dates are approximate and based upon prompt receipt of all necessary information from Buyer.

14. Method of Shipment. Method and route of shipment are at the Company's discretion, unless Buyer supplies explicit instructions. All shipments are insured at Buyer's expense. Identification of the Products to the contract shall occur as each shipment is placed in the hands of the carrier.

15. Acts of God. The Company shall not in any manner be liable in any respect should performance by it of any duty or obligation hereunder, including without limitation delay in deliveries, become commercially impracticable due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, strikes, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid, inability to obtain material, equipment or transportation or any other similar or different contingency.

16. Storage. If shipment is delayed due to any cause within Buyer's control, the Products may be placed in storage by the Company for Buyer's account and risk, and regular charges therefor and expenses in connection therewith shall be paid by Buyer. If, in the sole opinion of the Company, it is unable to obtain or continue such storage, Buyer will, on request, provide or arrange for suitable storage facilities and assume all cost and risk in connection therewith.

17. Claims. Claims for defective Products, shortages, or for any other cause shall be deemed waived and released by Buyer, unless made in writing within ten (10) days after arrival of the Products.

18. Raw Materials, Schedules, and Government Regulation. All orders are accepted with the understanding that they are subject to the Company's ability to obtain the necessary raw materials, and all orders as well as shipments applicable thereto are subject to the Company's current manufacturing schedules and government regulations, orders, directives and restrictions that may be in effect from time to time.

19. Guarantee to End Users and Limitation of Liability.

- a. The Company will replace defective or damaged Product within six (6) months of date of purchase upon receiving 1) proof of purchase, 2) explanation of defect or damage, and 3) the Product.
- b. The Company makes no warranties of any kind, express or implied, to Buyer and specifically disclaims the implied warranties of merchantability and of fitness for a particular purpose.
- c. In no event shall the Company be responsible or liable for Buyer's loss of actual or anticipated profits arising out of or resulting from this Sales Order or from the performance, suspension, termination or breach hereof.
- d. The warranties contained herein shall not apply in the event of willful damage, accident or negligence by Buyer or any third party, alteration or repair to the Products without the Company's prior written consent or the use of the Products in a way not recommended by the Company.

20. Security Interest. Buyer hereby grants to the Company and the Company hereby retains a security interest in all Products furnished by the Company and the proceeds thereof, until the purchase price therefor is fully paid. If requested, Buyer will execute and file whatever documents are reasonably requested by the Company to perfect the security interest granted hereby.

21. Returns. Products may not be returned by Buyer for credit unless and until the Company has agreed in writing to accept them. Products manufactured and/or sold by the Company to meet Buyer's particular specifications and requirements are not subject to return under any circumstances. Products must be securely packed to reach the Company without damage. All transportation costs for the returned Products must be paid by Buyer.

22. Assignment. Any assignment or transfer of the rights accruing hereunder shall be void without the prior written consent of the Company.

23. Waiver. The Company's waiver of any breach by Buyer of any of the provisions of this Sales Order shall not constitute a waiver of any other breach of the same or any other provision. The Company's rights and remedies under any provision of this Sales Order shall be in addition to and not in substitution of any other rights and remedies available to the Company under applicable law.

24. Governing Law. This Sales Order is to be interpreted in accordance with, and its administration and performance governed by, the laws of the Commonwealth of Pennsylvania. Any dispute between the Buyer and the Company respecting the Products, whether foreign or domestic in origin, shall be finally resolved by arbitration in the English language in Pittsburgh, Pennsylvania, U.S.A., in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

25. Severability. If any term of provision set forth herein is held invalid, illegal or unenforceable for any reason by and court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

26. Relationship. Nothing contained herein shall be construed as establishing or implying any partnership or joint venture between the parties and nothing herein shall be deemed to construe either of the parties as the agent of the other.