

Potomac River Holdings Terms and Conditions

By accepting and fulfilling all or part of the purchase order (PO) from Potomac River Holdings or its subsidiaries (collectively "Potomac River Holdings or (PRH)" or "Buyer"), Seller agrees to the following terms and conditions. Each time Seller fulfills a PO, Seller reasserts the most current agreement. By fulfilling the PO, Seller agrees that these terms & conditions will supersede any other terms that may have been previously agreed to, specifically if these terms/conditions differ, either in part or whole, from previous agreed upon terms. If Seller does not agree with these terms and conditions, then Seller should not accept/fulfill the submitted purchase order, either complete or in part, and should contact your Business Development Representative or Account Manager to cancel PO.

Terms and Conditions of Sale:

All sales of products and finished goods offered and supplied by Seller to PRH ("Buyer") for resale ("Products") shall be pursuant to the following standard terms and conditions. Any conflicting seller terms are without effect unless signed by the applicable party(ies). All purchases by PRH are deemed to be purchases pursuant to a written agreement.

- a. ACCEPTANCE:** Seller's acceptance of these Terms and Conditions shall be indicated by fulfillment, either complete or in part, of the purchase order.
 - b. RESALE:** Seller's fulfillment of PO, either complete or in part, is acceptance that Products are for re-sale purposes and may be re-sold in store and online. Seller grants PRH license to use images, specifications, logos, trademarks, etc. of products to market and sell purchased product.
 - c. DELIVERY:** Delivery shall be made in accordance with PRH's shipping policy. Product title and risk of loss will transfer to PRH upon receipt and confirmation of delivery and inspection.
 - d. SHORT/DAMAGED SHIPMENTS:** PRH shall promptly notify Seller, no later than 30 days from receipt date, of any claimed shortages or rejection as to any delivery. External shipping damage, which, in some instances, may be refused immediately upon delivery by the carrier.
 - e. PRICES:** Prices payable by PRH for Products are specified on the PO. Seller shall offer price protection. Seller's prices should not include such taxes, fees and charges. Exemption certificates are available upon request.
 - f. MAP ENFORCEMENT:** Seller agrees to apply and enforce their MAP rules uniformly across all vendors. If other vendors are in violation of Seller's MAP policy for a time period over 30 days, Seller agrees to waive MAP policy for PRH to remain competitive.
 - g. PAYMENT TERMS:** Payment may be made via credit card and/or terms. Payment terms are net 30 with a 2% early payment discount for payment received within 10 days (2/10 net 30).
- PRH shall deduct outstanding credits from invoice payments and will reference a credit and/or RMA #.
- h. PRODUCT RETURNS:** PRH may return product deemed defective or damaged. PRH may return up to 10% of PO purchase amount for overstocked product. PRH may return all product that has been deemed in MAP violation for more than 30 days. PRH may also return all product for lines/brands/product no longer authorized to sell.
 - i. WARRANTY:** Seller and/or manufacturer of the Products shall extend product warranties for products purchased along with abilities to market products for resale.
 - j. LIMITATION OF LIABILITY:** PRH SHALL NOT BE LIABLE TO SELLER, BUYER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY BUYER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO BUYER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF PRH
 - k. CONFIDENTIALITY:** The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure.

BY FULFILLING ALL OR PART OF THE PURCHASE ORDER, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.