

TERMS OF PURCHASE ORDER

These terms of the purchase order ("Purchase Order") along with Cultured Supply's terms of use govern every transaction between Buyer and Vendor ("Party" collectively the, "Parties") placed through the Cultured Supply Platform ("Platform"). Any other language on any other form concerning this Purchase Order is void. The Buyer and Vendor will be bound to the following:

1. ACCEPTANCE OF ORDERS:

This Purchase Order may be part of an aggregated order for goods ("Products") through the Platform. Vendor may provide notice of rejection if the aggregate quantity from all purchasers, including the Buyer's quantity, do not reach Vendor's minimum run quantity as specified in any campaign on the Platform. In the event the Purchase Order is rejected, Platform will refund any prepayments made by Buyer.

2. DELIVERY

A. Freight Terms:

Unless stated otherwise in the Purchase Order, all shipping and handling charges will be included in the price. Title will pass to Buyer upon delivery. The Buyer will be responsible for any applicable taxes, if any.

B. Shipment:

The Vendor will use commercially reasonable efforts to comply with routing and shipping instructions issued by the Buyer. All Products will be properly packed for shipment. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Purchase Order. Any loss or damage, whenever occurring, which results from Vendor's improper packaging or crating will be borne by Vendor.

C. Delivery Schedule and Cancellation:

If Products are not delivered by the Due Date, then Vendor will have up to an additional forty-five (45) days to deliver the Products to Buyer ("Grace Period"). This Grace Period will only be granted to Vendor if the Vendor can provide documentation and proof that the delays are caused due to issues beyond Vendor's reasonable control. If Vendor does not deliver Products prior to the end of the Grace Period, Buyer may:

1. Cancel the Purchase Order, without liability to Vendor other than immediately refunding any prepayments to the Buyer;

Extend the time of performance;

2. Purchase the undelivered quantities of similar Products in the open market and hold Vendor responsible for the difference, if any, between the price paid and price listed on the Purchase Order ("Cover").

However, Vendor's liability to Cover will be capped at 20% of the Purchase Order price.

D. Force Majeure:

Neither Party will be liable to the other, if a breach is caused by reasons beyond the Party's reasonable control, such as acts of God, war, riot, strikes, government action ("Force Majeure Event"). If performance is impossible, then the Party will notify the other within ten (10) days of the Force Majeure Event. If the Force Majeure Event lasts for more than thirty (30) days, then the Party notified may terminate, without further obligation and any prepayments will be immediately refunded.

3. WARRANTY

A. Warranty:

Vendor warrants that each Product will meet the Vendor's written specification provided to Platform and approved samples, if any, and be free from defect in material or workmanship (collectively "Vendor's Warranty").

B. Warranty Period:

Vendor's Warranty will remain in effect for thirty (30) days from delivery ("Warranty Period") unless otherwise noted on the Purchase Order.

C. Exclusive Remedy

Upon return of a Product proven to breach Vendor's Warranty during the Warranty Period, Vendor will replace it or provide a refund of the amount paid by Buyer to Vendor for such Product as soon as practical. This will serve as Buyer's sole and exclusive remedy from Vendor.

D. Exclusions

Vendor's Warranty will be void when the Product has been subject to misuse, accident, modification or exposed to an unsuitable physical or operating environment, improper maintenance, storage or installation. Vendor is not responsible for cost related to deinstallation or reinstallation.

E. Disclaimer

NO OTHER EXPRESS OR IMPLIED WARRANTIES APPLY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NEITHER PARTY WILL BE LIABLE INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. LIABILITY

A. Indemnity

The Vendor will indemnify, defend and hold Buyer harmless from Claims for Damages to the extent caused by the Product or Vendor's negligent act or omission. The term "Claim" includes any cause of action, lawsuit or demand made by a third party. "Damages" means any and all costs, expenses (including reasonable attorney fees), liability, judgements, loss of use, bodily injury (including death) or property damage.

B. Insurance

Vendor will maintain commercial general liability insurance policies covering products liability in an amount not less than \$1MMper occurrence, \$2MM aggregate. Vendor will name Buyer as an "additional insured" either directly on the policy or via a broad form vendor endorsement.