

VOYANT BEAUTY

PURCHASE ORDER

4411 PLANTATION ROAD NE
ROANOKE VA 24012
PHONE: 540 563 3000
FAX: 540 563 3320

BILL TO: VOYANT BEAUTY
6710 RIVER ROAD
HODGKINS, IL 60525
PHONE: 708-482-8881

PAGE 1

TO:

SHIP TO:

CHEP USA
8517 SOUTH PARK CIRCLE
ORLANDO FL 32819-9040

VOYANT BEAUTY
4411 PLANTATION ROAD NE
ROANOKE VA 24012

P.O. NUMBER	DATE	F.O.B.	DEPARTMENT	TERMS		
VU92708	1/05/21	DESTINATION		NET		
QUANTITY	STOCK NUMBER	DESCRIPTION OF MATERIAL		UNIT PRICE	UNIT	TOTAL
450	CHEP PALLET 00	USE CHEP PALLET(INVENTORY ITEM		4.9501	EA	2,227.55
		<u>DELIVERY SCHEDULE</u> 450 12/29/20				
		<u>SPECIAL INSTRUCTIONS</u> 1/5/21 PLEASE CONFIRM QTY, PRICE & BEST DELIVERY DATE W/ NO ADDITIONAL EXPEDITING FEES INVOLVED				
PACKING:		PACK IN CORRUGATED CARTONS OF UNIFORM SIZE AND QUANTITY. SPECIFY PURCHASE ORDER NO., STOCK NO. AND QTY. AFFIX TO ALL SIDES OF SHIPPING CARTON.				
		TOTAL AMOUNT				2,227.55
		SHIPPING TOLERANCE: 0% OVER 0% UNDER VOYANT BEAUTY PAYS ONLY TO P.O. QUANTITY PLEASE ACKNOWLEDGE UNIT PRICE & DELIVERY CONFIRMATION TO EMAIL ADDRESS: Component.purchasing@VoyantBeauty.com ***** ALL COMPONENT DELIVERIES MUST BE ACCOMPANIED BY CERTIFICATE OF COMPLIANCE INDICATING PRODUCT COMPLIES WITH COMPONENT SPECIFICATION REQUIREMENTS FOR APPEARANCE, COLOR, FUNCTIONALITY, DIMENSIONS AND MATERIAL. ***** (CONTINUED ON NEXT PAGE)				

ALL DELIVERIES MUST BE ACCOMPANIED BY A BILL OF LADING AND PACKING
LIST. FAILURE TO COMPLY MAY RESULT IN A REFUSAL AT OUR DOCK
AND/OR DELAY IN PAYMENT.

BUYER: **Pelar Hagdorn**

AUTHORIZED BY:

ORIGINAL COPY

This purchase order is subject
to the attached Terms and Conditions.

TERMS AND CONDITIONS

THIS ORDER AND, IF APPLICABLE, ANY SEPARATE VENDOR WARRANTY, INDEMNIFICATION AND INSURANCE AGREEMENT ENTERED INTO BY VENDOR WITH VOYANT BEAUTY ("PURCHASER"), CONTAIN(S) THE ENTIRE AGREEMENT BETWEEN PURCHASER AND VENDOR REGARDING THE PURCHASE OF THE GOODS OR SERVICES SET FORTH ON THE FACE HEREOF. THIS ORDER MAY NOT BE MODIFIED EXCEPT BY A WRITING SIGNED BY BOTH PARTIES. NO TERMS IN ADDITION TO OR IN CONFLICT WITH ANY OF THESE TERMS WHICH ARE CONTAINED IN ANY SALES CONTRACT FORM OR OTHER DOCUMENT FROM VENDOR (EVEN THOUGH RECEIPTED FOR OR EXECUTED ON BEHALF OF PURCHASER) SHALL BE BINDING ON PURCHASER IN THE ABSENCE OF AN EXPRESS WRITTEN ACCEPTANCE (OTHER THAN ON SUCH DOCUMENT) SPECIFICALLY IDENTIFYING THE PROVISION SIGNED BY AN OFFICER OF PURCHASER. ANY ADDITIONAL OR DIFFERENT TERMS IN VENDOR'S FORMS ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

1. ACCEPTANCE: Vendor agrees to accept or reject this Order and to give date of shipment of Goods (as defined in Section 3) and/or commencement of work or services hereunder, promptly. By Vendor's acceptance of this Order, either by Vendor's signature on a copy of this instrument, or by Vendor's performance of any part of this Order, Vendor agrees to these Terms and Conditions, with respect to which Vendor admits having notice and agrees to comply.

2. ROUTING: Vendor agrees to pay all excess charges resulting from failure to ship and route by the cheapest way or as instructed by Purchaser and to reimburse Purchaser for any charges paid by Purchaser.

3. QUALITY- QUANTITY: All goods, articles, products or materials ("Goods") delivered to, and all work or services done for, Purchaser hereunder, shall be exactly as specified by Purchaser and shall be subject to inspection, approval and/or rejection by Purchaser at any time for patent or latent defects. Goods not conforming to specifications and rejected by Purchaser in whole or in part may be returned to Vendor at Vendor's risk and expense, or may be held for disposition by Purchaser after notice to Vendor at Vendor's risk and expense.

4. DISCOUNT: Discount terms named are based upon the assumption that invoices will be in Purchaser's hands within three (3) days from date of shipment or completion of services; otherwise, Purchaser will assume that the discount is to be calculated from the date the invoice is received by Purchaser.

5. BOXING AND CARTAGE CHARGES: No charges will be allowed for carting, boxing or crating unless approved by Purchaser in writing.

6. WARRANTY:

6.1 Vendor represents, warrants and guarantees to Purchaser that: (a) the Goods and/or services ordered hereunder will be in conformance with the applicable specifications, drawings, samples or other descriptions furnished to or adopted by Purchaser and will be free from any defects in material, design or workmanship and comply with all implied and express warranties of merchantability and fitness for the purposes intended by Purchaser; (b) it has complied with all applicable laws, rules, regulations or ordinances of the United States, and any state, commonwealth, territory, possession, or political subdivision thereof, which directly or indirectly regulate or affect the manufacture and/or sale of the Goods or services specified in this Order ("A2.pljS2hlg Laws"); (c) no Goods covered by this Order when shipped or delivered by Vendor shall be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended to date (or any comparable state or municipal law), to the extent said Act is then effective and applicable, or Goods which may not, under the provisions of such Act, be then introduced into interstate commerce; (d) any Goods covered by this Order produced for Purchaser's use or the use or process of manufacture thereof shall not infringe the intellectual property rights of others; and (e) it has good title to the Goods delivered pursuant to this Order and the right to transfer the same free from any security interest, lien, or encumbrance.

6.2 All of the warranties given in this instrument shall not be deemed to be exclusive and are in addition to and shall not be construed as restricting or limiting any warranties of Vendor, expressed or implied, which are provided by law or caused by operation of law. These warranties shall not be deemed, waived, or terminated by inspection, approval and/or acceptance of the Goods and services which are the subject of this Order or payment thereof, in whole or in part. All warranties given herein shall also run to Purchaser's successors, assigns, customers and users of the Goods or services.

6.3 Without limiting the generality of the foregoing, Vendor will furnish Purchaser with guarantees, test results and protocols, assurances and all other requested documentation and materials to ensure both parties' compliance with all Applicable Laws, including, but not limited to, the applicable provisions of the Federal Food and Cosmetic Act, the Hazardous Substance Act, the Fair Labor Standards Act and any other federal, state or local statute or regulation which provides for written guarantees, assurances or other documentation to be given with respect to Goods or services covered by the provisions of such statutes and regulations.

7. INDEMNIFICATION:

7.1 Vendor agrees to indemnify and hold harmless Purchaser, its affiliates and customers and their respective successor and assigns (collectively, "Purchaser Indemnified Parties" and individually a "Purchaser Indemnified Party") from and against all claims, liabilities, expenses (including, without limitation, reasonable attorney's fees and incidental, indirect, special, punitive, exemplary or consequential damages, including lost profits, whether claimed on the basis of breach of the terms and conditions contained herein (whether for delay in delivery or otherwise) or warranty, tort (including strict liability) or any other legal theory), or other losses resulting from Vendor's breach of the warranties provided in Section 6 or arising out of or in any manner resulting from the acts or omissions of Vendor or the acts or omissions of Vendor's agents, employees or anyone for whose acts or omissions Vendor is responsible for with respect to the Goods and/or services ordered hereunder.

7.2 Vendor shall, upon request by Purchaser or its insurer, take over the defense of any claim against any Purchaser Indemnified Party without cost or expense to any Purchaser Indemnified Party, it being understood, however, that each Purchaser Indemnified Party may retain its own counsel and participate in any such claim for the further protection of its/his/her interests.

7.3 If this Order covers the performance of labor for Purchaser, Vendor agrees to indemnify and hold harmless all Purchaser Indemnified Parties against all liabilities, claims or demands for injuries or damages to any person or property arising out of the performance of this Order.

7.4 Purchaser may withhold and deduct from any part of the price due under this Order all, or any part, of any damages resulting from any breach of these Terms and Conditions or any other amount which Vendor owes Purchaser.

8. CANCELLATION: Purchaser reserves the right to cancel this Order or any portion of same if delivery is not made when and as specified, TIME BEING THE ESSENCE. In case of Vendor's failure to deliver on time or repudiation, or Purchaser's justified refusal of delivery or revocation of acceptance, Purchaser may, at its option, make any reasonable purchase of, or contract to purchase, Goods or services in substitution for those due from Vendor. Vendor will remain liable for the difference between the cost of the substituted Goods or services and the price set forth in this Order, together with any consequential or incidental damages suffered by Purchaser, less any expenses saved in consequence of Vendor's breach. In no event will Vendor be entitled to monies from Purchaser, if Purchaser realizes a net savings from the substitution of third party goods or services.

9. PACKING SLIP: An itemized packing slip must be enclosed with each shipment. Failure to provide packing slips may result in delays in processing Vendor's invoices. Purchaser's count shall be accepted as conclusive on all shipments not accompanied by a packing slip.

10. VENDOR'S INSURANCE OBLIGATIONS:

10.1 Vendor agrees to maintain in full force and effect the following types and minimum limits of insurance (or such greater limits as are required by law):

10.1.1 commercial general liability insurance written on an "occurrence" basis with a combined single limit of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage in a form providing coverage not less than a standard commercial general liability policy including hazards of operation coverage, broad form property damage liability coverage, products/completed operations coverage and broad form contractual liability coverage with liability limits equal to at least the above limits;

10.1.2 comprehensive automobile liability (including hired, owned and non-owned vehicles) with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage;

10.1.3 workers' compensation in compliance with the applicable statutory limits, including employers liability in limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate; and

10.1.4 excess liability insurance (umbrella form) in limits of liability of not less than \$3,000,000 per occurrence, with this insurance to be no less broad than the underlying insurance specified above.

10.2 The insurance companies used must be (a) duly authorized to do business in the states where Vendor's services are to be provided and (b) rated at least A- by the then most current A.M. Best's Rating Service or equivalent. By appropriate riders or endorsements Purchaser and the Purchaser Indemnified Parties shall be named as "additional insureds" for products/completed operations on all liability policies. The coverage afforded to Purchaser and to the Purchaser Indemnified Parties hereunder shall be primary and non-contributory to any valid and collectible insurance that may be available to Purchaser and to the Purchaser Indemnified Parties.

10.3 Vendor shall furnish to Purchaser a certificate of insurance from its insurance carriers or agent reflecting that Vendor's Insurance coverages are consistent with the requirements under Section 10.1 prior to the commencement of services and/or provision of Goods and providing (a) the indemnification language required by Section 10.1 on the back of the certificate and (b) that such insurance carriers or agent will notify Purchaser in writing at least 30 days prior to any cancellation, termination, non-renewal or modification to Vendor's policies.

11. PRICES: This Order cannot be filled at prices higher than quoted or shown on this Order and Purchaser shall receive the benefit of any reductions of Vendor's price between the date of the Order and the date of Vendor's full performance of this Order.

12. GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL: This Order and its performance shall be governed by the laws of the State of New Jersey, without giving effect to its Internal principles of conflicts of laws. Exclusive jurisdiction and venue of any action arising out of, relating to, or in connection with this Order shall be in the courts of the State of New Jersey In and for the county in which Purchaser maintains its principal office or the federal district court for such geographic location, provided that such federal court has subject matter jurisdiction over any action or proceeding arising out of or relating to this Order, and Vendor irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. VENDOR FURTHER IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT UNDER THIS ORDER.

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ROANOKE VA 24012

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VU92708	1/05/21	DESTINATION		NET		
QUANTITY	STOCK NUMBER	DESCRIPTION OF MATERIAL		UNIT PRICE	UNIT	TOTAL
		SHIP VIA VOYANT BEAUTY ROUTING GUIDE				

ALL DELIVERIES MUST BE ACCOMPANIED BY A BILL OF LADING AND PACKING LIST. FAILURE TO COMPLY MAY RESULT IN A REFUSAL AT OUR DOCK AND/OR DELAY IN PAYMENT.

BUYER: Pelar Hagdorn

AUTHORIZED BY:

ORIGINAL COPY

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TERMS AND CONDITIONS

THIS ORDER AND, IF APPLICABLE, ANY SEPARATE VENDOR WARRANTY, INDEMNIFICATION AND INSURANCE AGREEMENT ENTERED INTO BY VENDOR WITH VOYANT BEAUTY ("PURCHASER"), CONTAIN(S) THE ENTIRE AGREEMENT BETWEEN PURCHASER AND VENDOR REGARDING THE PURCHASE OF THE GOODS OR SERVICES SET FORTH ON THE FACE HEREOF. THIS ORDER MAY NOT BE MODIFIED EXCEPT BY A WRITING SIGNED BY BOTH PARTIES. NO TERMS IN ADDITION TO OR IN CONFLICT WITH ANY OF THESE TERMS WHICH ARE CONTAINED IN ANY SALES CONTRACT FORM OR OTHER DOCUMENT FROM VENDOR (EVEN THOUGH RECEIPTED FOR OR EXECUTED ON BEHALF OF PURCHASER) SHALL BE BINDING ON PURCHASER IN THE ABSENCE OF AN EXPRESS WRITTEN ACCEPTANCE (OTHER THAN ON SUCH DOCUMENT) SPECIFICALLY IDENTIFYING THE PROVISION SIGNED BY AN OFFICER OF PURCHASER. ANY ADDITIONAL OR DIFFERENT TERMS IN VENDOR'S FORMS ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

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2. ROUTING: Vendor agrees to pay all excess charges resulting from failure to ship and route by the cheapest way or as instructed by Purchaser and to reimburse Purchaser for any charges paid by Purchaser.

3. QUALITY- QUANTITY: All goods, articles, products or materials ("Goods") delivered to, and all work or services done for, Purchaser hereunder, shall be exactly as specified by Purchaser and shall be subject to inspection, approval and/or rejection by Purchaser at any time for patent or latent defects. Goods not conforming to specifications and rejected by Purchaser in whole or in part may be returned to Vendor at Vendor's risk and expense, or may be held for disposition by Purchaser after notice to Vendor at Vendor's risk and expense.

4. DISCOUNT: Discount terms named are based upon the assumption that invoices will be in Purchaser's hands within three (3) days from date of shipment or completion of services; otherwise, Purchaser will assume that the discount is to be calculated from the date the invoice is received by Purchaser.

5. BOXING AND CARTAGE CHARGES: No charges will be allowed for carting, boxing or crating unless approved by Purchaser in writing.

6. WARRANTY:

6.1 Vendor represents, warrants and guarantees to Purchaser that: (a) the Goods and/or services ordered hereunder will be in conformance with the applicable specifications, drawings, samples or other descriptions furnished to or adopted by Purchaser and will be free from any defects in material, design or workmanship and comply with all implied and express warranties of merchantability and fitness for the purposes intended by Purchaser; (b) it has complied with all applicable laws, rules, regulations or ordinances of the United States, and any state, commonwealth, territory, possession, or political subdivision thereof, which directly or indirectly regulate or affect the manufacture and/or sale of the Goods or services specified in this Order ("A2.pljS2hlg Laws"); (c) no Goods covered by this Order when shipped or delivered by Vendor shall be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended to date (or any comparable state or municipal law), to the extent said Act is then effective and applicable, or Goods which may not, under the provisions of such Act, be then introduced into interstate commerce; (d) any Goods covered by this Order produced for Purchaser's use or the use or process of manufacture thereof shall not infringe the intellectual property rights of others; and (e) it has good title to the Goods delivered pursuant to this Order and the right to transfer the same free from any security interest, lien, or encumbrance.

6.2 All of the warranties given in this instrument shall not be deemed to be exclusive and are in addition to and shall not be construed as restricting or limiting any warranties of Vendor, expressed or implied, which are provided by law or caused by operation of law. These warranties shall not be deemed, waived, or terminated by inspection, approval and/or acceptance of the Goods and services which are the subject of this Order or payment thereof, in whole or in part. All warranties given herein shall also run to Purchaser's successors, assigns, customers and users of the Goods or services.

6.3 Without limiting the generality of the foregoing, Vendor will furnish Purchaser with guarantees, test results and protocols, assurances and all other requested documentation and materials to ensure both parties' compliance with all Applicable Laws, including, but not limited to, the applicable provisions of the Federal Food and Cosmetic Act, the Hazardous Substance Act, the Fair Labor Standards Act and any other federal, state or local statute or regulation which provides for written guarantees, assurances or other documentation to be given with respect to Goods or services covered by the provisions of such statutes and regulations.

7. INDEMNIFICATION:

7.1 Vendor agrees to indemnify and hold harmless Purchaser, its affiliates and customers and their respective successor and assigns (collectively, "Purchaser Indemnified Parties" and individually a "Purchaser Indemnified Party") from and against all claims, liabilities, expenses (including, without limitation, reasonable attorney's fees and incidental, indirect, special, punitive, exemplary or consequential damages, including lost profits, whether claimed on the basis of breach of the terms and conditions contained herein (whether for delay in delivery or otherwise) or warranty, tort (including strict liability) or any other legal theory), or other losses resulting from Vendor's breach of the warranties provided in Section 6 or arising out of or in any manner resulting from the acts or omissions of Vendor or the acts or omissions of Vendor's agents, employees or anyone for whose acts or omissions Vendor is responsible for with respect to the Goods and/or services ordered hereunder.

7.2 Vendor shall, upon request by Purchaser or its insurer, take over the defense of any claim against any Purchaser Indemnified Party without cost or expense to any Purchaser Indemnified Party, it being understood, however, that each Purchaser Indemnified Party may retain its own counsel and participate in any such claim for the further protection of its/his/her interests.

7.3 If this Order covers the performance of labor for Purchaser, Vendor agrees to indemnify and hold harmless all Purchaser Indemnified Parties against all liabilities, claims or demands for injuries or damages to any person or property arising out of the performance of this Order.

7.4 Purchaser may withhold and deduct from any part of the price due under this Order all, or any part, of any damages resulting from any breach of these Terms and Conditions or any other amount which Vendor owes Purchaser.

8. CANCELLATION: Purchaser reserves the right to cancel this Order or any portion of same if delivery is not made when and as specified, TIME BEING THE ESSENCE. In case of Vendor's failure to deliver on time or repudiation, or Purchaser's justified refusal of delivery or revocation of acceptance, Purchaser may, at its option, make any reasonable purchase of, or contract to purchase, Goods or services in substitution for those due from Vendor. Vendor will remain liable for the difference between the cost of the substituted Goods or services and the price set forth in this Order, together with any consequential or incidental damages suffered by Purchaser, less any expenses saved in consequence of Vendor's breach. In no event will Vendor be entitled to monies from Purchaser, if Purchaser realizes a net savings from the substitution of third party goods or services.

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10. VENDOR'S INSURANCE OBLIGATIONS:

10.1 Vendor agrees to maintain in full force and effect the following types and minimum limits of insurance (or such greater limits as are required by law):

10.1.1 commercial general liability insurance written on an "occurrence" basis with a combined single limit of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage in a form providing coverage not less than a standard commercial general liability policy including hazards of operation coverage, broad form property damage liability coverage, products/completed operations coverage and broad form contractual liability coverage with liability limits equal to at least the above limits;

10.1.2 comprehensive automobile liability (including hired, owned and non-owned vehicles) with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage;

10.1.3 workers' compensation in compliance with the applicable statutory limits, including employers liability in limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate; and

10.1.4 excess liability insurance (umbrella form) in limits of liability of not less than \$3,000,000 per occurrence, with this insurance to be no less broad than the underlying insurance specified above.

10.2 The insurance companies used must be (a) duly authorized to do business in the states where Vendor's services are to be provided and (b) rated at least A- by the then most current A.M. Best's Rating Service or equivalent. By appropriate riders or endorsements Purchaser and the Purchaser Indemnified Parties shall be named as "additional insureds" for products/completed operations on all liability policies. The coverage afforded to Purchaser and to the Purchaser Indemnified Parties hereunder shall be primary and non-contributory to any valid and collectible insurance that may be available to Purchaser and to the Purchaser Indemnified Parties.

10.3 Vendor shall furnish to Purchaser a certificate of insurance from its insurance carriers or agent reflecting that Vendor's Insurance coverages are consistent with the requirements under Section 10.1 prior to the commencement of services and/or provision of Goods and providing (a) the indemnification language required by Section 10.1 on the back of the certificate and (b) that such insurance carriers or agent will notify Purchaser in writing at least 30 days prior to any cancellation, termination, non-renewal or modification to Vendor's policies.

11. PRICES: This Order cannot be filled at prices higher than quoted or shown on this Order and Purchaser shall receive the benefit of any reductions of Vendor's price between the date of the Order and the date of Vendor's full performance of this Order.

12. GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL: This Order and its performance shall be governed by the laws of the State of New Jersey, without giving effect to its Internal principles of conflicts of laws. Exclusive jurisdiction and venue of any action arising out of, relating to, or in connection with this Order shall be in the courts of the State of New Jersey In and for the county in which Purchaser maintains its principal office or the federal district court for such geographic location, provided that such federal court has subject matter jurisdiction over any action or proceeding arising out of or relating to this Order, and Vendor irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. VENDOR FURTHER IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT UNDER THIS ORDER.