

Supply Agreement

This Supply Sales Agreement is made on 04/02/2018 (the Effective Date) between DAN and PETER.

1. Supply and Purchase of Products. The Supplier shall supply and the Purchaser shall purchase the Umbrellas (the Products) in accordance with the terms of this agreement.

1. Orders

2.1. Purchase Orders. PETER shall submit all orders for Products to DAN in writing to DAN's address listed in the introduction to this agreement, or as DAN otherwise specifies in writing, (each a Purchase Order) and include in each Purchase Order

- (a) each Product it is ordering, identified by model or part number,
- (b) the amount of each Product it is ordering,
- (c) the unit price of each Product it is ordering,
- (d) the location for delivery, and
- (e) the delivery date, allowing reasonable time for DAN to receive, review, process the Purchase Order, and ship the Products (the Delivery Date).

2.2. Accepting, Modifying, and Rejecting Purchase Orders

(a) By Notice. Within 2 Business Days' of receiving a Purchase Order from PETER, DAN shall accept, reject, or propose a modification to the Purchase Order by sending PETER written notice of its acceptance, rejection, or proposed modification.

(b) Deemed Acceptance. If DAN fails to notify PETER of its acceptance, rejection, or proposed modification, PETER may deem that DAN accepted the Purchase Order.

(c) Modification of Purchase Order. DAN may propose a modification to a Purchase Order by including in its notice to PETER a modified Purchase Order for PETER to accept or reject according to the acceptance and rejection procedures under paragraphs 2.2(a) and 2.2(b).

2.3. Canceling Purchase Orders. PETER may, at no expense to itself, cancel part or all of a Purchase Order up to 10 Business Days before the Delivery Date.

1. Supply Forecasts. On or before the 04/02/2018, and thereafter on or before the last day of each calendar quarter, the Purchaser PETER shall send the Supplier DAN a Supply Forecast. The Supply Forecast will be a binding commitment on the Purchaser's behalf to purchase during the first quarter included in each Supply Forecast at least 85.0% of the quantity of the listed Product.

1. Delivery. DAN shall deliver the "Colorful Umbrellas" and title to the "Colorful Umbrellas" to PETER within 1 days of the Delivery Date, at the Delivery Address, using any applicable delivery method detailed in the "Annex A", attached to this agreement.

1. Acceptance

5.1. Acceptance of Delivery. DAN will be deemed to have completed its delivery obligations if

- (a) in PETER's opinion, the "Colorful Umbrellas" satisfies the Acceptance Criteria, and

(b) PETER notifies DAN in writing that it is accepting the "Colorful Umbrellas".

5.2. Inspection and Notice. PETER will have 3 Business Days to inspect and evaluate the "Colorful Umbrellas" on the delivery date before notifying DAN that it is either accepting or rejecting the "Colorful Umbrellas".

5.3. Acceptance Criteria. The Acceptance Criteria are the specifications the "Colorful Umbrellas" must meet for DAN to comply with its requirements and obligations under this agreement, detailed in "Annex B", attached to this agreement.

1. Pricing

6.1. Product Prices. The initial prices for all Products are set forth in Schedule A. All prices are FOB the Supplier's designated shipping point.

6.2. Updated Price List. The Supplier shall update its price list each calendar quarter and give Notice of the updated list to the Purchaser no later than 15 days before the end of each calendar quarter.

1. Purchase Price. PETER shall pay the Purchase Price to DAN

7.1. in full,

7.2. on delivery and PETER's acceptance,

7.3. in immediately available funds, and

7.4. to the account DAN lists directly below:

Account Number: XXX-XX

Routing Number: YYY-YY

1. Term

8.1. Initial Term. The initial term of this agreement begins on 04/02/2018 and will continue for 2 years, unless terminated earlier (the Initial Term).

8.2. Renewal Term by Notice. PETER may renew this agreement for successive renewal terms of 1 years length (Renewal Terms), unless terminated earlier, by giving DAN notice of the intent to renew this agreement, at least 30 Business Days before the end of the Current Term.

8.3. Term Definition. Term means either the Initial Term or the then-current Renewal Term.

1. Mutual Representations

9.1. Authority and Capacity. The parties have the authority and capacity to enter into this agreement.

9.2. Execution and Delivery. The parties have executed and delivered this agreement.

9.3. Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

9.4. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.

1. Limited Warranty

10.1. Warranty. PETER warrants that the Products

(a) will be free from material defects,

(b) are made with workmanlike quality, and

(c) will conform, within normal commercial tolerances, to the applicable specifications.

10.2. Replacement Products. Subject to paragraphs 10.3 and 10.4 directly below, PETER's sole remedy for breach of this limited warranty will be DAN providing PETER with a replacement Product, at DAN's sole expense.

10.3. Notice Requirement. DAN will only be required to replace Products under paragraph 10.2 if it receives written notice from PETER of such defect or nonconformity within 90 days after delivery of the Products.

10.4. Exclusions. This warranty does not extend to any Product PETER abuses, neglects, or misuses according to the applicable documentation or specifications, or to any Product PETER has had repaired or altered by a Person other than DAN.

1. Confidentiality

11.1. Confidentiality Obligation. The receiving party shall hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

11.2. Use Solely for Purpose. A receiving party may only use the Confidential Information according to the terms of this agreement.

11.3. Non-Disclosure. PETER may not disclose Confidential Information to any third party, except to the extent

- (a) permitted by this agreement,
- (b) DAN consents in writing, or
- (c) required by Law.

11.4. Notice. PETER shall notify DAN if it

- (a) is required by Law to disclose any Confidential Information, or
- (b) learns of any unauthorized disclosure of Confidential Information.

1. Effect of Termination

12.1. Termination of Obligations. Subject to paragraph 12.2, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

12.2. Payment Obligations. Even after termination or expiration of this agreement, each party shall

- (a) pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
- (b) refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

12.3. No Further Liability. On termination or expiration of this agreement, neither party will be liable to the other party, except for liability

- (a) that arose before the termination or expiration of this agreement, or
- (b) arising after the termination or expiration of this agreement.

1. Limitation on Liability. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

1. General Provisions

14.1. Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- (a) represent the final expression of the parties' intent relating to the subject matter of this agreement,

(b) contain all the terms the parties agreed to relating to the subject matter, and

(c) replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

14.2. Amendment. This agreement can be amended only by a writing signed by both parties.

14.3. Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

14.4. Notices

(a) Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

(b) Receipt of Notice. A notice given under this agreement will be effective on

(i) the other party's receipt of it, or

(ii) if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

14.5. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

14.6. Waiver

(a) Affirmative Waivers. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

(b) Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

14.7. Governing Law and Consent to Jurisdiction and Venue

(a) Governing Law. This agreement, and any dispute arising out of the subject matter of the agreement, shall be governed by the laws of the State of NY.

(b) Consent to Jurisdiction. Each party hereby irrevocably consents to the non-exclusive jurisdiction and venue of any state or federal court located within the State of NY, in connection with any matter arising out of this agreement or the transactions contemplated under this agreement.

(c) Consent to Service. Each party hereby irrevocably

(i) agrees that process may be served on it in any manner authorized by the Laws of the State of NY, and

(ii) waives any objection which it might otherwise have to service of process under the Laws of the State of NY.

14.8. Counterparts

(a) Signed in Counterparts. This agreement may be signed in any number of counterparts.

(b) All Counterparts Original. Each counterpart is an original.

(c) Counterparts Form One Document. Together, all counterparts form one single document.