SALE OF GOODS AGREEMENT

This Sale of Goods Agreement (this “Agreement”), dated as of the date acknowledged and accepted by Seller in Buyer’s vendor onboarding portal (the "Effective Date"), is entered into between GOBRANDS, INC., a Delaware corporation ("Buyer") and the party acknowledging and accepting this Agreement via Buyer’s vendor onboarding portal ("Seller", and together with Seller, the "Parties", and each, a "Party").

1. Purchase and Sale. During the Term, Seller shall provide the products sold by Seller and purchased by Buyer (the “Goods”) to Buyer for the prices set forth in an applicable agreed upon purchase order (each, a “Purchase Order”). All prices include, and Seller is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, taxes, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the Goods. All prices are firm and are not subject to increase for any reason, including changes in market conditions, increases in raw material, component, labor, or overhead costs, or because of labor disruptions, or fluctuations in production volumes. Buyer is not obligated to purchase any minimum quantities from Seller under this Agreement.

2. Purchase Orders. Buyer shall issue Purchase Orders to Seller in written form via email, Oracle Supplier Portal or EDI. Seller shall confirm to Buyer the receipt of each Order issued hereunder (each, a "Confirmation") within one day following Seller's receipt thereof by Notice to Buyer. Each Confirmation must reference Buyer's Purchase Order number, confirm acceptance of the Purchase Order or, solely if permitted under this Section, advise Buyer of Seller's rejection of such Purchase Order, the date of acceptance or rejection, and the basis for rejection, if applicable. If Seller fails to issue a Confirmation within the time set forth in the first sentence of this Section, or otherwise commences performance under such Purchase Order, Seller will be deemed to have accepted the Purchase Order. Buyer may withdraw any Purchase Order prior to Seller's acceptance (or deemed acceptance) thereof. Seller may only reject a Purchase Order if (a) Seller has sent Buyer a Notice of termination or (b) Buyer is unwilling to accept any terms or conditions in the applicable Purchase Order that supplement those contained in this Agreement.

3. Shipment and Delivery Requirements. Time, quantity, and delivery to the street address in the applicable Purchase Order (the “Delivery Location”) are of the essence under this Agreement. Seller shall assemble, pack, mark, and ship Goods strictly in the quantities, by the methods, to the Delivery Locations, and by the date that is set forth in a Purchase Order, which must be a day other than a Sunday, or a federal holiday (each, a “Delivery Date”), specified in this Agreement. Delivery times will be measured to the time that Goods are actually received at the Delivery Location. If Seller does not comply with any of its delivery obligations under this Section, without limiting Buyer's other rights under this Agreement or applicable law, Buyer may, in Buyer's sole discretion and at Seller's sole cost and expense: (i) approve a revised Delivery Date; or (ii) require expedited or premium shipment; or (iii) reject the entire shipment with no penalty to Buyer (in cases of late delivery). Unless otherwise expressly agreed to by the Parties in writing, Seller may not make partial shipments of Goods to Buyer.
4. **Packaging and Labeling.** Seller shall properly pack, mark, and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Buyer Purchase Order number, Seller's identification number for the subject Goods, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

5. **Acceptance of Goods.** If Buyer determines, in its sole discretion, that Goods delivered under this Agreement are Nonconforming Goods or Excess Goods, Buyer may, at its option:

a. if such Goods are Nonconforming Goods, either: (i) reject Nonconforming Goods (including entire lots of Goods) for a refund plus any inspection, test, shipping, handling, and transportation charges paid by Buyer; or (ii) require prompt correction or replacement of such Goods on Buyer's written instruction,

b. if such Goods are Excess Goods, reject such Excess Goods for a refund, plus any inspection, test, shipping, handling, and transportation charges paid by Buyer; or

c. in either case, retain such Goods.

In each case the exercise by Buyer of any other rights available to Buyer under this Agreement or pursuant to applicable law shall not be limited. Buyer shall ship from any location, at Seller's expense and risk of loss, the Nonconforming Goods or Excess Goods to the nearest authorized Seller location. If Buyer exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Delivery Location. As used herein, "Excess Goods" means Goods that, when counted together with all other Goods having the same make/model number/UPC/SKU/other identifier and received by Buyer under the same Purchase Order, are in excess of the quantities of the Goods ordered under that Purchase Order. As used herein, "Nonconforming Goods" means any goods received by Buyer from Seller that: (i) do not conform to the make/model number/UPC/SKU/other identifier listed in the applicable Purchase Order; or (ii) on visual inspection, Buyer reasonably determines are otherwise Defective. Where the context requires, Nonconforming Goods are deemed to be Goods for the purposes of this Agreement.

6. **Title.** Title to Goods shipped under any individual transaction that is governed by the terms of a Purchase Order (each, an “Individual Transaction”) passes to Buyer upon delivery of the Goods to Buyer. Title will transfer to Buyer even if Seller has not been paid for such Goods, provided that Buyer will not be relieved of its obligation to pay for Goods in accordance with the terms hereof.

7. **Risk of Loss.** Notwithstanding any agreement between Buyer and Seller concerning transfer of title, risk of loss to Goods shipped under any Individual Transaction passes to Buyer upon receipt and acceptance by Buyer at the Delivery Location, and Seller will bear all risk of
loss or damage regarding Goods until Buyer's receipt and acceptance of such Goods in accordance with the terms hereof.

8. **Invoices.** Seller shall issue an invoice to Buyer for all Goods ordered in the previous month. Each invoice for Goods must set forth in line level detail the amounts payable by Buyer under this Agreement and contain the following information, as applicable: a reference to this Agreement; Purchase Order number, amendment number, and line-item number; Seller's name; Seller's identification number; carrier name; ship-to address; weight of shipment; quantity of Goods shipped; number of cartons or containers in shipment; bill of lading number; country of origin and any other information necessary for identification and control of the Goods. Buyer reserves the right to withhold payment for any invoices or related documents that are inaccurate or incorrectly submitted to Buyer. This includes partial withholding of payment on invoices where the shipment contained non-compliant products.

9. **Invoice Disputes.** If Buyer notifies Seller of any dispute with any invoice, the Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Seller shall continue performing its obligations under this Agreement during any such dispute.

10. **Payment Terms.** Except for any amounts disputed by Buyer in good faith, Buyer shall pay all invoiced amounts due to Seller within forty-five (45) following the later of (a) Buyer's receipt of Seller's invoice or (b) Buyer's receipt of applicable Goods. Payment of invoices will not be deemed acceptance of the Goods or waive Buyer's right to inspect, but rather such Goods will be subject to acceptance under the terms herein. Buyer is entitled to any discounts allowable by Seller if its failure to make timely payment is due to Seller's actions or other circumstances or events beyond Buyer's reasonable control.

11. **Setoff Permitted.** Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Buyer may set off or recoup any liability it owes to Seller against any liability for which Buyer determines in good faith Seller is liable to Buyer or its Affiliates, whether either liability is matured or unmatured, is liquidated or unliquidated, or arises under this Agreement. Buyer also reserves the right to impose Offset fees as a result of Seller’s non-compliance that shall be deducted from the invoiced amount.

12. **Intellectual Property Rights.** Seller grants Buyer a royalty-free, limited, revocable, worldwide license to Seller's trademarks relating to the Goods solely to market the Goods to Buyer’s customers.

13. **Term.** The term of this Agreement commences on the Effective Date and continues until terminated as provided under this Agreement or applicable law (the "Term").

14. **Buyer's Right to Terminate the Agreement.** Buyer may terminate this Agreement on Notice to Seller: (a) if Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement; (b) except as otherwise specifically provided under this Section, if Seller is in material breach of, or threatens to breach, any representation, warranty, or covenant of Seller
under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a commercially reasonable period of time under the circumstances, in no case exceeding thirty (30) following Seller's receipt of Notice of such breach; (c) if Seller fails to, or threatens to fail to, timely deliver Goods conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement; (d) if Seller becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, makes or seeks to make a general assignment for the benefit of its creditors, or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (d) at its option, at any time and for any reason. Any termination under this Section is effective on Seller's receipt of Buyer's Notice of termination or any later date set out in the Notice.

15. **Seller's Right to Terminate for Cause.** Seller may terminate this Agreement on Notice to Buyer: (a) ff Buyer is in material breach of any representation, warranty, or covenant of Buyer under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding thirty (30) days) after Buyer's receipt of Notice of such breach; or (b) if Buyer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Any termination under this Section is effective on Buyer's receipt of Seller's Notice of termination or any later date set out in the Notice.

16. **Effect of Expiration or Termination.** Unless Buyer directs otherwise, any termination automatically terminates all related Individual Transactions. The Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights, remedies, or defenses under this Agreement, at law, in equity, or otherwise.

17. **Scope of Confidential Information.** From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, goods and services, confidential information, and materials comprising or relating to trade secrets, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of this Agreement,
whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives before being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable law.

18. Protection of Confidential Information. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity (each, a “Person”), except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. The provisions of this Section shall survive termination or expiration of this Agreement for any reason for a period of two (2) years after such termination or expiration.

19. General Compliance with Laws Covenant. Seller shall at all times materially comply with all laws applicable to this Agreement and its obligations under this Agreement, including Seller's sale of the Goods. Without limiting the generality of the foregoing, Seller shall: (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of the Goods; and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.

20. Covenant to Provide Import- and Export-Related Information. Without prejudice to Buyer's rights and remedies under the terms herein, on Buyer's request Seller shall promptly provide all information necessary to export and import Goods under this Agreement, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category numbers, and shall Notify Buyer of any changes to the information provided by Seller to export and import Goods under this Agreement.

21. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:
a. it is duly organized, validly existing, and in good standing in the jurisdiction of its organization;

b. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

c. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform its obligations under this Agreement;

d. the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;

e. when executed and delivered by each of Buyer and Seller, this Agreement will constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity; and

f. it is in material compliance with all laws and Seller contracts applicable to this Agreement, the Goods, and the operation of its business.

22. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

a. it is a corporation duly organized, validly existing, and in good standing in the jurisdiction of its incorporation;

b. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

c. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement; and

d. the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party.

23. **Product Warranties.** Seller warrants to Buyer that:

a. The Goods are fit and safe for use and will be free from defects in material and workmanship;

b. Goods are free of defects in design;
c. If applicable, the “expiration” or “sell by” date printed on the packaging of the goods accounts for acceptable guaranteed shelf life standards for the product category.

d. If applicable, the Goods are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act.

e. no claim, lien, or action exists or is threatened against Seller that would interfere with Buyer's use or sale of the Goods;

f. the Goods do not infringe any third-party intellectual property rights; and

g. Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind.

24. Remedies for Breach of Warranties. During the Warranty Period, if Goods do not comply with the warranties in this Agreement (“Defective Goods”, in addition to other remedies available at law or in this Agreement, Seller shall, at Buyer's discretion: (a) repair or replace such Defective Goods; or (b) credit or refund the Price of such Defective Goods plus any inspection, test and transportation charges paid by Buyer, less any applicable discounts, rebates, or credits. Seller shall recover such goods within 48 hours as Buyer will not return non-compliant units to Seller. Buyer assumes no responsibility for the preservation of defective or otherwise not ordered Goods on behalf of the Seller.

25. Recalls. If Buyer, any of Buyer's customers, Seller or any governmental authority determines that any Goods sold to Buyer are Defective and a recall campaign is necessary, either Party may implement such recall campaign. It is the sole responsibility of the Seller to promptly inform Buyer of impacted products by notifying Buyer’s corporate supply chain representative within 24 hours of identified issue(s). Seller must provide complete list of impacted items by name, description, hazard type, lot codes, Purchase Orders and dates such goods were shipped on, and disposition to either destroy in field or retain for pickup by Seller. Buyer must make Defective Goods available to Seller to retrieve within the next delivery or destroy such Goods, as determined by Seller, at Seller's sole cost and risk. If a recall campaign is implemented, at Buyer's option and Seller's sole cost, Seller shall promptly either repair or replace, or credit or refund prices for, all such returned Goods. Seller is liable for all of Buyer's costs associated with any recall campaign if such recall campaign is based on a reasonable determination that either: (a) the Goods fail to conform to either the warranties under this Agreement or applicable law; or (b) the basis for the recall arose from Seller's negligence or willful misconduct. Where applicable, Seller shall pay all reasonable costs and expenses associated with determining whether a recall campaign is necessary.

26. Food and Beverage Terms. If the Goods are food, beverages or any other item to be consumed, the following terms and conditions apply:

1. Seller represents and warrants that all Goods provided by Seller pursuant to this Order will be, as of the date the Goods are actually delivered to Buyer (i) not adulterated, misbranded or otherwise in violation of any applicable food quality, food inspection or food processing laws
or regulations, including but not limited to the Federal Food, Drug and Cosmetic Act; (ii) free of any chemicals known to cause cancer or reproductive toxicity as identified by the applicable government authority; (iii) free from any salmonella or listeria organisms, toxins, foreign material or other poisonous or injurious matter; and (vi) shall be labeled in accordance with and comply in all respects with any and all applicable laws, regulations, orders and ordinances, including without limitation: any applicable rules of the Federal Trade Commission, the Consumer Products Safety Commission, and the Department of Health, Education and Welfare, including care labeling requirements, and the requirements of each of the following acts to which such goods may be subject: the Federal Food, Drug and Cosmetic Act and the Fair Packaging and Labeling Act.

2. Seller ensures that all employees and agents at its or its subcontractors’ facilities which store, manufacture or process Goods which are food or beverages or other items to be consumed (each a “Facility”) are qualified to perform their assigned duties, with the necessary combination of education, training and/or experience necessary to handle food to maintain cleanliness and safety.

3. Upon three business days written notice, Buyer, at its cost and expense, shall have the right to conduct a reasonable food safety and quality assurance (FSQA) audit of Seller’s Facilities, procedures and systems and review documents as they relate to the storage, manufacture or processing of the applicable Goods. Buyer may initiate an FSQA audit for any reason it deems necessary, including, but not limited to, quality control, cleanliness tests and/or compliance with industry standards and specifications. If Buyer identifies any material deficiencies in such audit, it shall present such findings to Seller, and Seller shall within 10 business days thereof, issue responses detailing a plan to remedy (if capable of remedy) to all such deficiencies identified in the audit report.

27. Seller Indemnification. Subject to the terms and conditions of this Agreement, Seller (as "Indemnifying Party") shall indemnify, defend, and hold harmless Buyer and its Representatives/officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party (collectively, "Losses"), relating to/arising out or resulting from any Claim of a third party alleging: (a) any breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party or Indemnifying Party's Personnel; (b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any Person, or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of Indemnifying Party or its Personnel; or (d) any failure by Indemnifying Party or its Personnel to comply with any applicable laws.

As used in this Section, (a) "Claim" means any means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation,
summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity, or otherwise brought against a Person entitled to indemnification hereunder; (b) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; (c) "Personnel" means agents, employees, or subcontractors engaged or appointed by Seller or Buyer; and (d) "Representatives" means a Party's Affiliates, and each of their respective Personnel, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns.

28.  **No Liability for Consequential or Indirect Damages.** EXCEPT FOR LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER BUYER NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

29.  **Insurance.** Without limiting Seller's indemnification obligations under this Agreement, during the Term and for a period of two (2) years thereafter, Seller shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage:

a.  Broad form commercial general liability insurance with limits no less than $1,000,000 for each occurrence and $2,000,000 in the aggregate, including bodily injury, property damage, products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Seller under this Agreement;

b.  Product liability insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate;

c.  Worker's compensation with limits no less than the greater of (a) $100,000; or (b) the minimum amount required by applicable law; and

d.  Commercial automobile liability for all owned, leased, hired, or non-owned vehicles with limits no less than $2,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and

e.  Umbrella (excess) liability for the coverage above, with limits no less than $2,000,000.

30.  **Insurance Contract Requirements.** Seller agrees to waive subrogation rights of its insurance carrier in favor of Buyer. Seller shall name Buyer as an additional insured under the commercial general liability, product liability and umbrella policies. Insurance coverages may be
satisfied through the combined limits of primary policies and excess policies. All insurance required under this section shall contain reasonable and customary deductibles. All insurance policies shall be primary and non-contributory. Insurance carriers must have a financial rating of “A-” or better as defined by the most recent AM Best’s rating. The financial size of the carrier must be “VIII” or better as defined by the most recent AM Best’s rating. Seller may use admitted or non-admitted insurance carrier(s) as long as the insurance carrier(s) is a licensed carrier(s) or utilizes an excess and surplus lines broker licensed in the state in which the Seller operates and that the insurance carrier(s) meet the financial security as defined above.

31. **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, together with the Individual Transactions, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

32. **Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

33. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

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<tr>
<th>Notice to Buyer:</th>
<th>537 N. 3rd Street</th>
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<tr>
<td></td>
<td>Philadelphia, Pennsylvania 19123</td>
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<td>Attention: Supply Chain Department</td>
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| Notice to Seller: | At the address provided in Buyer’s vendor onboarding portal |

34. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall modify this Agreement to effect the original intent of
the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

35. Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement or any Purchase Order is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement or the Purchase Order and signed by an authorized Representative of each Party.

36. Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by an authorized Representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (b) any act, omission, or course of dealing between the Parties.

37. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

38. Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by the other Party of any of its obligations hereunder would give rise to irreparable harm to the other Party for which monetary damages may not be an adequate remedy and (b) in the event of a breach or a threatened breach by either Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

39. Assignment. Seller may not assign any of its rights or delegate any of its obligations under this Agreement without Buyer's prior written consent. Notwithstanding the above, Seller may, without the consent of Buyer, assign this Agreement without any prior consent if such assignment or delegation is to a successor of Seller by consolidation, merger, or operation of law, or to a purchaser of all or substantially all of Seller’s assets. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.

40. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

41. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement,
express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

42. **Choice of Law and Forum.** This Agreement, including all Individual Transaction documents and exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Individual Transactions and exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than those located in the State of Delaware.

43. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any Individual Transactions or exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any Individual Transactions, exhibits, schedules, attachments, or appendices attached to this Agreement, or the transactions contemplated hereby.

44. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

45. **Relationship of Parties.** Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Seller is an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

46. **No Public Announcements.** Neither Party nor any of its Representatives shall (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other Party.