

# OASIS BRANDS, INC.

## TERMS AND CONDITIONS OF SALE

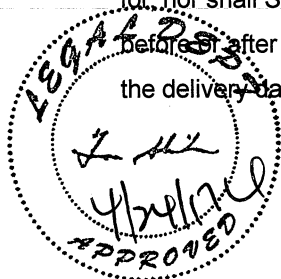
These terms and conditions of commercial sale (the "Terms and Conditions") of Oasis Brands, Inc. (the "Seller") bind the Seller and its customer (the "Buyer") and apply to and form an integral part of all quotations and offers made by Seller, all acceptances, acknowledgements and confirmations by Seller of any orders by Buyer and any agreements ("Agreements") regarding the sale by Seller and purchase by Buyer of goods and services ("Products"), unless and to the extent Seller explicitly agrees otherwise. Seller reserves the right to unilaterally modify or amend any portion of these Terms and Conditions at any time without prior notice. The current version of these Terms and Conditions and any modifications or amendments supersedes all prior versions of these Terms and Conditions. The most current version of these Terms and Conditions may be found at Seller's website ([www.oasisbrandsinc.com](http://www.oasisbrandsinc.com)) and is otherwise available upon request.

1. Acceptance. ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.

2. Changes. Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.

3. Delivery, claims, delays. All delivered sales are FOB Destination, and title and risk of loss or damage transfers at the Buyer's receiving location. Carriers are chosen by Seller, with normal carrier freight prepaid by Seller. If Buyer picks up, carriers are chosen and paid by Buyer. Pick up sales are FOB Seller's shipping point, and title and risk of loss or damage transfers to Buyer at that point. The Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

Delivery dates communicated or acknowledged by Seller are approximate only, and Seller shall not be liable for, nor shall Seller be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. Seller agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary



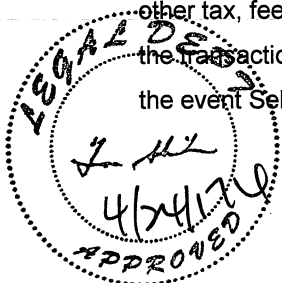
order and delivery information sufficiently prior to such delivery date. Seller's performance under any order accepted pursuant to these Terms and Conditions shall be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortage of raw materials or fuel, computer system failure, war or military action, riot, civil disturbance or any other event beyond the control of Seller or which materially affects the economic basis of the bargain ("Force Majeure"). Seller's performance in the event of a Force Majeure shall be excused for so long as the cause continues, without liability. If the Force Majeure shall continue unabated for ninety (90) consecutive days, Seller may, at its option, cancel any order so affected without liability.

In circumstances in which Seller permits Buyer to pick up Products at Seller's facility, Buyer agrees unconditionally to deliver the Products to the destination indicated on the order. In addition to any other remedies available to Seller, Buyer shall reimburse Seller for the full amount of any allowance granted to Buyer for pick up if the Products are not delivered to the location indicated on the order. Breach of this condition is material to the contract and will subject Buyer to legal action by Seller.

4. Product Allocation. If Seller is unable for any reason to supply the total demands for goods specified in Buyer's order, Seller may allocate its viable supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

5. Payment. Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said Products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof. Buyer shall not be entitled to withhold payment of any amount due to Seller in respect of any claim for damage to Goods or any alleged breach of contract by the Seller, nor shall the Buyer be entitled to any right of set-off. Seller reserves the right to require the Buyer to pay for Goods in advance if the Buyer fails to maintain credit account arrangements satisfactory to the Seller.

6. Taxes and other charges. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu



of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

7. Pricing; Price Changes. Prices quoted are for the Products described for one order and one billing. Prices applicable are those in effect at the time of acceptance of the order. Unless otherwise agreed, payment is due net thirty (30) days from the date of invoice in US dollars in immediately available funds, without set off or deduction. Delinquent payments shall be subject to post maturity charges of one and one-half percent per month or the highest rate permitted by law at the point of delivery. Shipment will be made promptly even if prices have been nominally increased. Price changes will be automatically applied to your invoice.

8. Warranties and Limitation of Liability. Representations regarding the composition and performance of the Products are believed reliable, but Seller MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING SUCH INFORMATION OR PRODUCTS EXCEPT THAT SELLER WARRANTS THAT IT HAS GOOD TITLE TO THE PRODUCTS AND THE PRODUCTS WILL CONFORM TO THEN CURRENT SPECIFICATIONS AT THE TIME OF DELIVERY. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller.

Seller's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.

9. Compliance with laws, regulations — Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant



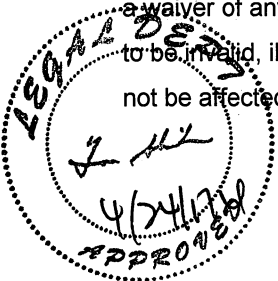
10. Claims. Claims made against Seller in connection with defective Products must be made in writing within thirty (30) days of the date of delivery or they are waived by Buyer and will not be considered by Seller. Claims for over, short and damaged shipments must be made within ten (10) days of delivery or they are waived. Claims notified or made outside of the above terms will be rejected. Buyer's sole remedy for defective Products shall be in accordance with applicable Seller's policies. Defective Products are subject to inspection and review by Seller prior to adjustment of the claim. ANY LEGAL ACTION AGAINST SELLER IN CONNECTION WITH THE SALE OF GOODS, INCLUDING BUT NOT LIMITED TO QUANTITY, PRICES, PROMOTIONAL ALLOWANCES, PRODUCT PERFORMANCE, OR BREACH OF WARRANTY, UNDER ANY THEORY, MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE DATE OF INVOICE. THEREAFTER, SUCH SUITS ARE BARRED, OTHER STATUTES OF LIMITATIONS NOTWITHSTANDING. Buyer agrees to this limitation of actions by placing an order with the Seller.

11. Patent disclaimer — The Buyer recognizes the Seller's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights in relation to Goods. The Buyer will take no action to violate, obliterate, remove, alter, conceal or misuse any such mark, trade name or copyright notice. The Buyer will promptly notify the Seller if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to the Seller in connection with any resultant proceedings.

12. Returns. Goods may not be returned for credit except with Seller's permission, and then only in strict compliance with Seller's return shipment instructions.

13. Confidential Information. Seller's obligations of confidentiality and non-use shall be strictly limited to Buyer's product specifications and business information. Buyer agrees that no right, title, or interest in any intellectual property is transferred by this sale of Products from Seller. All information received by the Buyer from the Seller in respect of the Seller's business shall be deemed to be confidential and the Buyer shall not use or disclose such information without the Seller's express authorization unless it is publicly known (otherwise than by breach of obligation).

14. Miscellaneous. Orders accepted by Seller may not be assigned or otherwise transferred by Buyer without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any attempt to so assign or transfer shall not relieve Buyer of its obligation to accept and pay for Products ordered. Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no



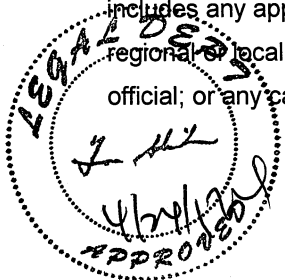
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part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns. This Agreement supersedes all prior inconsistent undertakings by Seller, written or oral. Orders placed through electronic means are subject to these terms in addition to any other agreements concerning electronic procedures, and if there be inconsistencies between such other agreements and this Agreement, the terms hereof shall control.

15. **Governing Law.** All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of Virginia, and the courts of Virginia shall have exclusive jurisdiction without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Conditions.

16. **Export Compliance.** Buyer expressly acknowledges and agrees not to export, re-export, or provide Products to any person, entity or destination prohibited under United States law from receiving such Products, without obtaining prior U.S. Government authorization. Seller's warranties for exported Products may vary or may be null and void for products exported outside the United States and Canada. Unless otherwise specifically agreed by Seller in writing, Buyer takes full responsibility for ensuring that the Products comply with the laws of the country of destination. Neither party shall take (or be required to take) any action that is impermissible or penalized, or refrain from taking any action that is required, under the laws of the United States or any applicable foreign jurisdiction, including without limitation the United States anti-boycott laws.

17. **Compliance with Anti-Bribery Laws.** Buyer will comply with all applicable anti-bribery and anti-corruption laws, regulations, rules and requirements including the United States Foreign Corrupt Practices Act ("FCPA"), the laws, regulations, rules and requirements of Buyer's country, and any other applicable laws, regulations, rules and requirements. In accordance with this understanding, Buyer represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf, has not and will not, in connection with any business transactions involving Seller or its products, directly or indirectly: (a) offer, promise, authorize or make any payments of money or anything of value to any "Government Official" or to any agent or intermediary for further payment to any Government Official, (i) to influence the acts or decisions of such Government Official, (ii) to induce the Government Official to do or omit to do any act in violation of a lawful duty, (iii) to obtain any improper advantage, or (iv) to induce the Government Official to use his or her influence in order to affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (b) otherwise offer, promise, authorize or pay any illegal bribe, kickback or other payment in violation of any applicable law; this prohibition includes "Facilitation Payments." A "Government Official" includes any appointed, elected, or honorary official or any career or other employee of any non-U.S. national, regional or local Government or of a public international organization; any non-U.S. political party or party official; or any candidate for non-U.S. political office, in any country. The "Government" includes any agency,



department, embassy or other government entity or instrumentality. It also includes any company or other entity owned or controlled by the Government, in whole or in part. A person does not cease to be a Government Official by purporting to act in a private capacity or by the fact that he or she serves without compensation. In the event Seller believes that Buyer is in breach of this paragraph, Buyer shall cooperate in good faith to determine the scope of such breach, and Seller shall have the right to terminate unilaterally any and all business transactions, agreements or arrangements with Buyer in its sole discretion and shall have no further financial obligations or liabilities to Buyer. Buyer shall defend and indemnify Seller against any claims, damages, costs or other expenses arising from any violations of this Section 11.

