

CINMAR Terms and Conditions

1. ACCEPTANCE - This offer to purchase is made only on the terms and conditions stated herein and no others. Your acceptance is limited to the terms and conditions of this offer.
2. PACKING SLIPS must be included for all shipments
3. ORDER NUMBER must be shown on each package, packing slip, and invoice
4. INVOICES must be rendered in duplicate not later than the day following the shipment. Attach bill of lading or express receipt to each invoice.
5. DELIVERIES - Address and person and/or department exactly as shown on this purchase order. All product and cartons must be labeled in accordance to the Cornerstone Vendor Compliance Manual and accompanied by an ASN 24 hours in advance of delivery.
6. EXTRA CHARGES - No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by the Buyer.
7. PAYMENT - It is understood that the cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later. COD shipments will not be accepted unless by a prior agreement with the Buyer. Drafts will not be honored.
8. QUANTITIES - The specific quantity ordered must be delivered in full and not be changed without Buyer's consent in writing. Any unauthorized quantity is subject to our rejection and return at Seller's expense.
9. PRICE - If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Buyer's specific authorization.
10. APPLICABLE LAW - Seller represents that the merchandise covered by this order was not manufactured and is not being sold or priced at in violation of any federal, state, or local law.
11. FAIR LABOR STANDARDS ACT - Seller agrees that goods shipped to Buyer under this order will be produced in compliance with the Fair Labor Standards Act and/or applicable government labor laws and operates within the QRG Global Business Partner Code of Conduct (reference <http://www.ccsqinc.com>)
12. ECONOMIC SANCTIONS - Seller and anyone acting on its behalf is in compliance with all laws administered by the Office of Foreign Assets Control ("OFAC") or any other applicable economic sanctions and trade embargoes against designated countries, entities, and persons (collectively, "Embargoed Targets") by a governmental authority (collectively, "Economic Sanctions Laws"); Seller is not an Embargoed Target or otherwise subject to any Economic Sanctions Laws; and Seller will not directly or indirectly export, re-export, transship, or otherwise deliver the Merchandise or any portion of the Merchandise to an Embargoed Target or broker, finance, or otherwise facilitate any transaction, in violation of any Economic Sanctions Laws;
13. ANTI-BRIBERY - Seller and anyone acting on its behalf will comply with all applicable anti-bribery/anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act, and will not give, offer, agree or promise to give, or authorize the giving, directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence, or for any other improper advantage;
14. WARRANTY SPECIFICATIONS - Seller expressly warrants that all the material and articles covered by

this order or other description or specification furnished by Buyer will be in exact accordance with each order, description or specification and free from defects in material and/or workmanship, and merchantable. Such warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or by this order of specifications furnished hereunder, or any other exceptions or alternations, must be approved in **writing** by Buyer's purchasing department. This warranty is in addition to, not in lieu of, any other warranties of Seller, express or implied. Seller acknowledges that Buyer is purchasing for resale to consumers and agrees to indemnify and hold Buyer harmless from any and all claims, damages, liability, costs, and expenses (including attorneys' fees) incurred by Buyer arising out of or relating to claims by consumers regarding the products sold to Buyer hereunder, including without limitation product liability and/or warranty claims.

15. CANCELLATION - Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified, time being of the essence of the contract, or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the order has a ship date that extends beyond the Seller's stated lead time. Shipments executed after cancel date are subject to a charge-back which will be taken as a charge-back from the Invoice. Charge-back will equal 1% of the invoice value for each day past the cancel date that the vendor cannot supply proof of shipping. **New items often require quality testing. If directed by Cinmar Quality Assurance to submit items to either Cinmar or a laboratory for testing, the vendor must do so and achieve a passing result. If an item has not achieved a passing result or been given the authorization of the Quality Assurance department to proceed with production at a point in time minimum two (2) weeks before ship date, the PO may be cancelled.**
16. INSPECTION AND ACCEPTANCE - All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection disclosed that part of the goods received are not in accordance with Buyer's specifications, Buyer shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.
17. RETURNS - Buyer reserves the right to return any unsold merchandise within six (6) months of its purchase date from Seller for a refund of the net purchase price less freight charges and any applicable restocking fees not exceeding 10%. Defective merchandise returned to the Seller will be shipped freight collect for full refund of purchase price.
18. PATENTS - Seller warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect Buyer, its successors, assigns, customers, and users from infringement claims.
19. ASSIGNMENT - This contract may not be assigned by Seller without Buyer's **written** consent.
20. INTERPRETATION OF CONTRACT - This contract shall be construed according to the internal laws of the State of Ohio.
21. ENTIRE AGREEMENT - This contract contains the entire agreement of the parties with respect to its subject matter. No change or modification shall be effective unless in writing and signed by Buyer.