

TERMS AND CONDITIONS OF SALE:

1. Complete Agreement: This is a firm contract, between **Bibi Rogers LLC/4U2ReUSE** (hereinafter referred to as "Seller") and **Buyer**, not subject to cancellation, unless provided herein, for the sale and purchase of goods constituted under the Laws of the State of Florida, (USA). These conditions shall apply to all purchases, orders and purchase orders and shall supersede any prior agreement to the extent inconsistent herewith. Any further written agreement(s), signed by both parties will take precedence over these conditions. Acceptance of this Contract by Seller is conditioned upon Buyer's agreement to the terms and conditions contained herein, and if applicable, constitutes a rejection of Buyer's offer and constitutes a counteroffer in accordance with the exact terms stated below. No additional or different provisions contained in the Buyer's purchase orders, other business forms or correspondence shall be of any force whatsoever. This contract is deemed accepted when Seller acts in a manner consistent with having accepted this contract.

2. Orders and changes: Fulfillment of all orders is subject to availability. Changes to an order by Buyer may be made only with Seller's written authorization. Seller reserves the right to substitute or replace items to fulfill Buyer's order(s) at Seller's sole discretion. Seller may alter or defer shipment of the goods, or any part thereof. Seller has the right to deliver all the goods at one time or to deliver the goods in installments from time to time. Each installment of goods under this Contract shall be deemed sold under a separate Contract. If Seller defaults in any such delivery, Seller shall be liable in damages only for failure to deliver that installment.

3. Payment, Charges and Fees: Payment in full, payable in U.S. dollars is required prior to shipment of goods, for the purchase price, applicable taxes, charges, insurance, packaging, transportation and delivery. Payment will be accepted by personal or company check, cashier's check and Paypal. All checks and funds must clear to Seller's bank account prior to shipment. No unauthorized deduction or offset may be taken from any invoice. A returned check shall be subject to an additional \$40.00 fee. Seller retains a security interest in the goods and all proceeds thereof as security for the payment and performance of any obligation of Buyer in favor of Seller under this contract and any other valid agreements between the parties. Should it be necessary to assign the account balance to a licensed collection agency or attorney for legal action, all subsequent collection charges and legal fees shall be paid by Buyer.

4. Delivery/Shipping: All prices quoted and goods shipped are F.O.B. Seller's place of business and delivery is complete when delivered to common carrier. Unless expressly provided otherwise on the front of this contract, Buyer shall pay all freight, handling, delivery, and insurance costs for the shipment of goods. Seller may refuse or delay any shipment if Buyer fails to satisfy or fulfill any contractual obligations to Seller, whether pursuant to this contract or any other agreement between Seller and Buyer. Seller may deliver all goods covered by the contract at one time or in portions, from time to time, within the time for delivery provided in the order.

5. Title and Risk of Loss: The Seller warrants the title to all goods to be free and clear and will indemnify Buyer and hold harmless from all claims, demands and actions, as a result of any

liens, claims or encumbrances. Title and risk of loss to the goods passes to Buyer when full payment for purchase price, including applicable taxes, freight, insurance, delivery and other charges have been received by Seller and the goods are placed by Seller in possession of a common carrier, FOB Seller's place of business, selected by Seller for shipment to Buyer.

6. Inspection and Returns: Buyer shall inspect the goods on receipt and if the goods fail in any material respect to conform to the contract, specifically, damage, defect, error or shortage, Buyer shall notify Seller no later than five (5) days after receipt of the goods. Failure to notify Seller, in writing, within five (5) days of receipt of goods under this provision shall constitute a waiver of the right to inspect and deemed acceptance of the goods which shall be final and irrevocable. Errors and shortages will be remedied by Seller within ten (10) days of receipt of notice by Buyer. Buyer must obtain a Return Authorization ("RA") from Seller and return the damaged or defective goods to Seller within the period set forth in the RA. The RA number must be listed on all packaging containing goods returned to Seller. Returned goods shall be delivered to Seller's place of business. Goods returned by Buyer without a RA from Seller will not be accepted. If Buyer returns goods which are not damaged or defective Seller may, at its sole discretion, require Buyer pay Seller a reasonable restocking fee, not to exceed 25% of the contract price, exclusive of return shipping charges to be paid by buyer.

7. Warranty: Seller warrants that it has title to goods and that the goods generally conform to the descriptions, if any, on the front page of the contract. All goods are handmade, unique and no two are identical other than appearance due to same or similar materials. All products are made by experienced sewers from reused, vintage, remnants and earth friendly materials or fabrics (including but not limited to denim, silk, cotton, and hemp) or a combination of these materials. Variations and conditions inherent to the materials used are not to be considered non conforming goods. Seller warrants that the goods are free from material defect in material and workmanship upon delivery to buyer. This warranty is limited to the repair or replacement of goods and to the necessary labor and services required to repair the goods. It is expressly agreed that this warranty is in lieu of all warranties of fitness and merchantability. In no event will seller be liable to buyer for exemplary, incidental, indirect, special or consequential damages of any kind, including without limitation loss of profit or revenue. Seller neither assumes nor authorizes Buyer, or any other person or entity to assume on behalf of Seller any other liabilities in connection with the use, sale, or resale of goods. Any damaged or defective goods will be repaired or replaced with available goods at Seller's sole discretion.

8. Governing Law; Attorney Fees; Miscellaneous: This contract shall be governed by the laws of the State of Florida, and at Seller's sole discretion venue shall be Palm Beach County, Florida for all actions arising out of this contract. If an attorney is retained to collect any balance due, Buyer agrees to pay reasonable attorney fees, all costs for such collection and to pay interest at 1.5% per month compounded daily on any outstanding balance due. If any provision of the contract is found unenforceable, the remaining terms and conditions shall remain in full force and effect. No assignment by Buyer of this Contract is effective without the written consent of Seller. Additionally, Seller shall be excused from performing any of its obligations under this Contract which are prevented or delayed by any occurrence not wholly within the control of Seller, including, but not limited to, destruction or damage to the goods, manufacturing facilities used by Seller, Seller's vendors, or suppliers, strikes or other labor matters, floods, fire, acts of God, accidents, riots, war, terrorism, civil disturbance, explosion or any regulations, rules,

ordinances or orders of any governmental authority. If any such event shall occur, Seller shall have the right to terminate this contract as to the undeliverable portion or may deliver when able.