

TERMS & CONDITIONS OF SALE

USA - Domestic

1. AGREEMENT. As a condition to orders placed with **FORREST&FAUNA** ("Seller") whether this Sales Order or any other invoice, Buyer must comply with all terms and conditions herein. This Sales Order constitutes a firm offer from buyer to purchase products from seller (the "products") but is not binding on seller until accepted by seller. Seller shall accept only by providing written acceptance within 60 days after seller's receipt of this Sales Order or by shipment of the Products to Buyer. These terms and conditions, together with this Sales Order and any invoice(s) Seller may submit to Buyer ("invoice") constitute the complete agreement (the "Agreement") between Seller and Buyer for the sale of products; no other terms and conditions and no modification hereof shall be binding unless consented to in writing by both parties. **WHETHER OR NOT BUYER USES ITS STANDARD FORM OF PURCHASE ORDER TO PLACE ORDERS FOR THE PRODUCTS, THESE TERMS AND CONDITIONS SHALL CONTINUE TO BE BINDING ON THE PARTIES. ANY TERMS AND CONDITIONS OF BUYER'S STANDARD FORM THAT ARE IN ADDITION TO OR INCONSISTENT WITH THESE TERMS AND CONDITIONS OR THOSE OF THE INVOICE SHALL BE DEEMED STRICKEN FROM SUCH ORDER.**

2. CREDIT APPROVAL. If seller, in its sole discretion, does not approve of buyer's creditworthiness, Seller shall notify Buyer and this Agreement shall be null and void.

3. SHIPMENT. Upon receipt of this Sales Order, Seller, in its sole discretion, shall determine the "Shipment Date," and shall notify Buyer thereof. Seller (a) shall use commercially reasonable efforts in the ordinary course of its business to effect deliveries by the Shipment Date, but shall not be liable for any damage, direct, incidental, consequential or otherwise, arising from failure to meet the Shipment Date; (b) may make partial shipments as Products become available for shipment. Partial shipment shall not relieve Buyer from accepting the remainder of the order; and (c) shall have sole discretion to select the carrier and method of shipment. Shipment shall be F.O.B. Anaheim, California; title and risk of loss shall pass to Buyer at the time of Product delivery to the carrier. Claims for loss or damage in transit must be filed by Buyer with the carrier. All ordered products must be shipped directly to the Buyer and all shipping documents must reflect direct shipment. There shall be no transshipment unless expressly authorized in writing by Seller prior to shipment.

4. ACCEPTANCE BY BUYER AND RETURNS. Products shall be deemed accepted by Buyer as of the date of arrival at the destination unless within seven (7) days after such date Buyer provides Seller written notice of non-acceptance and specifies in details the reasons therefore. Buyer may reject Products only where: (a) Products are damaged or defective through no fault of carrier, Buyer or their agents; (b) Products materially fail to conform to this Sales Order in price, quantity or type; (c) Seller shipped Products after the Shipment Date. If Buyer rightfully rejects a shipment or partial shipment,

Seller shall have the right, at its sole discretion, to make corrections. Any corrective action taken by Seller shall be Buyer's sole remedy for non-acceptance of the Products. Upon completion of such corrections, the Products will be deemed accepted by Buyer. In any case, Buyer may not return Products without obtaining Seller's prior written authorization ("Return Authorization"). All authorized returns must be received by Seller within (30) days of the issue date of the Return Authorization. Any Products returned to Seller for being defective shall be clearly marked to show the defect and all other Products being returned shall be clearly marked to indicate the reasons therefore. Except as provided in Section 4, no Products may be returned; however, Seller may agree at its sole discretion to repurchase certain Products at a negotiated price.

5. PAYMENT. Seller shall submit an invoice to Buyer for the Products (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller hereunder). Invoices must be paid in full within thirty (30) days unless otherwise indicated. Any amount not paid when due shall bear interest at the lesser of the rate of one and one-half percent (1 1/2%) per month and the maximum rate permitted by applicable law, in addition to any other rights or remedies of Seller. If Buyer fails to make any payment due, in addition to its other rights and remedies, Seller may, in its sole discretion: (a) suspend any future shipments; Buyer attorney's fees and costs incurred in the collection of the collection of delinquent amounts.

6. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants that: (a) all purchases from Seller are made solely for retail sale in the United States of America, as approved by Seller, and will not be sold or transferred, directly or indirectly, to any other party, whether in or outside the United States; (b) it shall not sell, directly or indirectly, to any person whom Buyer knows, or should know, will resell products, or ship them to other countries; (c) if seller requests, Buyer shall provide the name and address of its customers for Seller's approval. Seller may withdraw approval of any customer at any time in its sole discretion; (d) Buyer shall not sell Products through the internet; (e) Buyer shall immediately report to Seller any offers for sale of the Products it receives from any third party (ies); (f) if Seller determines that Buyer is selling or shipping to any unapproved party or through unauthorized means, Seller, in addition to its other right or remedies, may refuse to: (i) do any further business with Buyer; and/or (ii) fill or complete any outstanding orders; (g) Buyer shall be responsible for the actions and omissions of any employee, agent, or representative it uses in connection with Products; (h) Buyer shall not advertise any Seller trademark without prior written approval from Seller, which may be withheld in its sole discretion; (i) if Buyer diverts Products to another buyer or country other than the one indicated to Seller, in addition to its other remedies at contract, equity and law Buyer shall be liable to Seller for all costs associated with investigating the diversion and enforcing Seller's rights against parties in possession of diverted Product. At Seller's request, Buyer shall be responsible for the back of all such goods, including from the marketplace; (j) Buyer shall protect, defend, indemnify and hold Seller and its directors, officers, employees, agents, licensees and representatives harmless from and against any and all claims, demands, suits, liability, loss, damages, costs and expenses (including attorney's fees) made by, incurred on account of or arising from Buyer acts or omissions (including, without limitation, from Buyer's breach of this Agreement of the terms and conditions) relating in any way to the Products purchased hereunder.

7. SECURITY AGREEMENT. Buyer hereby grants a security interest in the Products sold to Buyer and all proceeds from such Products to secure timely payment hereunder. Seller shall have all the rights and remedies of a secure party under applicable law, including, Article (of the Uniform Commercial Code, as adopted in the state(s) where Buyer is located and/or where the Products are to be sold. Upon Seller's request, Buyer shall execute such documents and take any other action that Seller determine to perfect or protect its security interest.

8. INTELLECTUAL PROPERTY RIGHTS. As between Buyer and Seller, Seller owns all intellectual property rights in the Products; Buyer shall not acquire any such rights by virtue hereof.

9. CANCELLATION FOR CONVENIENCE. Seller has the right to cancel its performance hereunder for convenience without penalty or liability to Buyer upon giving Buyer seven (7) days written notice. In the event of cancellation, Seller shall promptly refund any amount paid by Buyer for Products that have not been shipped to Buyer, however, Seller shall be relieved of all further obligations and shall not be liable to Buyer for any incidental or consequential damages. Notwithstanding the foregoing provision, in no event shall Seller's liability arising out of or relating to the sale of Products exceed the purchase price Buyer paid to Seller for such Products.

10. FORCE MAJEURE. Any delay or failure to carry out the duties imposed upon either party (except Buyer's duty to make payments to Seller) hereunder shall not constitute default or give rise to any claim for damages if such delay or failure results directly or indirectly from acts of God or civil or military authority, civil disturbances, war, terrorist acts, strikes, or other labor disputes, shortages of labor or materials, fire, transportation contingencies, laws, regulations, acts or orders of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control ("Force Majeure"). If Seller's work is delayed, impeded or rendered more costly to Seller by Force Majeure, the price to Buyer may be increased accordingly.

11. WAIVER/ SEVERABILITY ASSIGNMENT. No waiver of any provision hereof shall be effective without a written instrument signed by the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in writing. If any provisions hereof are invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Buyer may not assign any rights or delegate any duties hereunder without Seller's prior written consent, which consent may be withheld by Seller in its sole discretion. Subject to the foregoing, this

Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

12. WARRANTIES. EXCEPT AS EXPRESLY PROVIDED HEREIN, PRODUCTS ARE SOLD "AS IS" AND SELLER MAKES NO WARRANTIES. SELLER SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ANY OTHER WARRANTIES ARE REQUIRED BY LAW, SELLER'S SOLE LIABILITY UNDER SUCH WARRANTIES SHALL BE LIMITED TO REPAIRING THE PRODUCT, FURNISHING A REPLACEMENT PRODUCT, OR ISSUING A CREDIT FOR ANY SUCH PRODUCT, ALL SUCH PRODUCT, ALL AT SELLER'S SOLE OPTION, AND SELLER SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES IN CONNECTION WITH A BREACH OF WARRANTY.

13. RELATIONSHIP OF PARTIES. The parties are independent contractors of each other. Seller is not obligated to consider Buyer for further purchases of Product or grant exclusivity to Buyer with respect to such purchases.

14. FUTURE TRANSACTIONS. THESE TERMS ND CONDITIONS SHALL GOVERN ALL FUTURE TRANSACTIONS BETWEEN BUYER AND SELLER FOR PURCHASE OF PRODUCTS, UNLESS SELLER OTHERWISE AGREES IN WRITING.

15. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of California and the exclusive forums for the resolution of any disputes hereunder, to the extent permitted by law, shall be federal courts in the Central District of California or California state courts of the counties of Orange and Los Angeles. Buyer hereby consents to personal jurisdiction in the State of California. Any violation of these terms and conditions shall subject Buyer to liability for any and all losses, advertising expenses, lost profits and loss of goodwill that suffers as a result thereof, as well as any attorneys fees.