

## Terms and Conditions

I/We hereby agree that I/we are hereinafter referred to and identified as “Customer.” I/We hereby agree to all of the below-detailed “Customer” terms, “Customer” conditions, and “Customer” obligations. This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

This ON-DEMAND SUPPLY AGREEMENT (this “Agreement”) is now made and entered into on this day (the “Effective Date”), by and between The Manual Woodworkers & Weavers, Inc., a North Carolina corporation and you, our customer (“Customer”). MWW and Customer may sometimes be referred to hereinafter collectively as the “Parties”, or individually as a “Party”.

MWW is in the business of producing and selling, on an on-demand basis, various woven and printed textile products and other digitally printed products.

Customer is engaged in a business via which it may make available images and/or specifications for products to be viewed and purchased by retail customer(s) (“End-User(s)”); and

MWW and Customer desire to have the Products offered for purchase by End-Users on an on-demand basis by means of the business operated by Customer, all on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do agree as follows:

### 1. **Product Ordering.**

(a) Customer shall select a Product(s) for purchase and shall send an order to MWW, specifying the product(s) and the image(s) to be used on such Product(s) (Customer Design). Customer will then issue an order to MWW for such product(s) (hereinafter, an “Order”). MWW will manufacture the selected Product(s) using the Customer-supplied Design and will ship such Products directly to the address specified by Customer.

(b) In the event an End-User returns a Product(s), Customer shall be responsible for processing such return at its expense.

(c) Customer shall be solely responsible for all obligations and liabilities related to the purchase of Products by the End-Users. Such obligations shall include, but not be limited to, the collection of any sales or use taxes from the End-Users; Customer shall indemnify MWW for any liabilities, costs or expenses incurred by MWW as a result of any failure by Customer to collect such sales or use taxes.

### 2. **Prices; Payment Terms; Taxes.**

(a) MWW shall invoice Customer for such Products and Customer shall pay in full, without setoff of any kind, such invoiced amounts. Customer agrees to pay in advance via credit card for all purchases. After Customer’s credit has been approved/verified by MWW, customer will be allowed to make purchases on “Net 30” terms, so that Customer pays for products within thirty (30) days from the date of the invoice. At MWW’s option, such invoices may be issued either: (i) for each Order; or (ii) monthly for all Orders placed in such month. Note that invoiced amounts may include additional charges for shipping, handling, and miscellaneous items.

(b) Customer shall be responsible for any and all taxes arising from the sale of the Products by MWW to Customer. Customer shall provide MWW with a valid resale and/or exemption certificate applicable to the transactions.

3. **Term; Termination.**

(a) The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall remain in full force and effect until the first anniversary of the Effective Date unless terminated earlier in accordance with the provisions of this Agreement; provided, however, this Agreement shall renew automatically for additional one (1) year terms (each, a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless MWW gives Customer thirty (30) days' prior written notice before the end of the Initial Term or at any time during any Renewal Term, as applicable, of its intent to terminate this Agreement.

(b) Notwithstanding the foregoing, if an order for relief is entered against either Party in any bankruptcy proceeding; or if either Party makes a general assignment for the benefit of creditors; or if a receiver is appointed for all or a portion of a Party's property; or if a Party otherwise materially breaches any obligation under this Agreement and fails to cure such breach within fifteen (15) days after receipt of notice of such breach from the non-breaching party, then the non-breaching party may, without prejudice to any other right or remedy, immediately terminate this Agreement.

4. **Intellectual Property.**

(a) Customer represents and warrants that: (i) the End-User and/or Customer has obtained all rights in each End-User Design necessary and sufficient to allow MWW to use the End-User Design on the Products; and (ii) each End-User Design shall be free from any claim of any third party for violation, infringement or misappropriation of any patent, copyright, trademark, service mark, trade dress, trade secret or other intellectual property or proprietary rights ("Intellectual Property Rights").

(b) Customer will defend, indemnify and hold harmless MWW from and against any and all claims, damages, losses or expenses arising out of or resulting from any claim, regardless of its likelihood of success, that the use of the End-User Design on a Product violates, infringes or misappropriates any Intellectual Property Rights of a third party.

5. **Governing Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State North Carolina without giving effect to such State's choice-of-law rules that may require the application of the laws of another jurisdiction. Each Party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdictions of the courts of North Carolina, as well as the United States District Court for the Western District of North Carolina, for any litigation which may arise out of or be related to this Agreement. Both MWW and Customer waive personal service of any and all process, and each Party consents that all service of process may be made by registered mail, return receipt requested, directed to a Party at its proper address. Both MWW and Customer waive any objection based on *forum non conveniens* or any objection to venue of any such action.

6. **Confidentiality.** In connection with this Agreement, MWW may from time to time provide to Customer proprietary data and confidential information, including but not limited to information related to the acceptance and importation of information into MWW's order processing system (collectively, "Confidential Information"). Except as expressly permitted herein, Customer shall not disclose any Confidential Information to any third party or use any of the Confidential Information for any purpose, except as is necessary to perform its obligations or exercise its rights as set forth in this Agreement. Confidential Information shall not include any information that: (i) corresponds in substance to information developed by Customer without reference to the Confidential Information or was in the Customer's possession prior to receipt of the same from the MWW; (ii) now is or hereafter becomes publicly known through no fault of the Customer; or (iii) otherwise lawfully becomes available to the Customer from a third party not known by the Customer to be under an obligation of confidentiality to the MWW. Upon termination of this Agreement, all Confidential Information and other information shall be returned

or destroyed promptly upon request, no copies thereof shall be retained by Customer, and Customer shall not thereafter utilize such information in any respect whatsoever. Customer agrees that money damages would not be a sufficient remedy for any breach of this Section 6 and that MWW shall be entitled to specific performance and injunctive relief as remedies for any breach. Such remedies shall not be deemed to be exclusive remedies, but rather shall be in addition to all other remedies available at law or in equity.

7. **Limitation on Liability.** CUSTOMER'S EXCLUSIVE REMEDY AGAINST MWW, AND MWW'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO MWW'S REPLACING PRODUCTS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT MWW'S OPTION, REFUNDING THE PRICE. IN NO EVENT SHALL MWW HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PRICE OF THE GOODS IN QUESTION, NOR SHALL MWW HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8. **General Provisions.**

(a) **Independent Contractors.** The relationship between the Parties established by this Agreement is solely that of independent contractors. Nothing contained within this Agreement shall constitute Customer acting as an agent, partner or joint venturer of MWW, and nothing contained herein shall grant Customer the right or authority to create any obligation of or on behalf of MWW.

(b) **Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns; provided, however, neither Party shall assign this Agreement without the prior written consent of the other Party.

(c) **Survival.** The terms of Section 1(d) and (e), 2, and 5 through 10 inclusive of this Agreement will survive any termination or expiration of this Agreement.

(d) **Customer's Age.** Customer agrees that They/He/She are over age 18.

(e) **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MWW and Customer and their respective successors and permitted assigns. This Agreement shall not be deemed to confer upon or give to any other third party, including but not limited to any End-User, a remedy, claim, cause of action or other right.

(f) **Non-Exclusivity.** The Parties agree that this Agreement is not intended to be an exclusive arrangement for the sale of Products and nothing herein shall prevent MWW for selling similar or the same Products in any other manner, including but not limited to on its own channels of distribution or through other third-parties.

(g) **Entire Agreement; Amendments.** This Agreement and any schedules or exhibits attached hereto and referenced herein set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. Any purchase orders and any acknowledgements or other preprinted forms or related documentation issued by either of the parties for the Orders are issued solely for administrative purposes, and all terms, conditions and obligations contained therein or on such other forms or documentation shall be deemed to have no effect with respect to the sale of Products as set forth herein. This Agreement may be amended, modified, superseded, or canceled, and any of the terms, provisions, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by both Parties, or, in the case of a waiver, by the Party waiving compliance.

(h) **Excusable Delay.** Neither Party shall be liable for failure to perform any of its obligations during any period in which performance is delayed by any cause beyond its reasonable control, such as fire, flood, war, wind, earthquake, embargo, military authority, labor disputes, riots, sabotage, dockage, epidemics, power shortages, governmental intervention and restrictions, or other cause outside of such Party's control, provided that the Party suffering such delay promptly notifies the other Party of such delay and uses its commercially reasonable efforts to minimize and mitigate such circumstances.

(i) Severability. Should any term, covenant, condition or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.

(j) Waiver. Failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach, nor affect the binding nature of this Agreement nor any part thereof, nor prejudice either Party as regards to any subsequent action.

(k) Headings. The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized officer or agent, all as of the Effective Date.

MWW ON DEMAND / THE MANUAL WOODWORKERS  
AND WEAVERS, INC./MWW ON DEMAND