



**BRAVO USA, INC.**  
**Terms and Conditions of Sale**

1. These terms and conditions shall apply to all sales of products and services (collectively, "Products") by BRAVO USA, Inc. ("BRAVO") to the customer ("Customer"). BRAVO's performance is expressly limited to the terms of this Agreement. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN CUSTOMER'S ORDER, ACKNOWLEDGMENT OR OTHER RESPONSE HERETO SHALL BE DEEMED OBJECTED TO AND REJECTED BY BRAVO AND SHALL BE OF NO EFFECT. For any additional or different terms to become a part of this Agreement, BRAVO and the Customer must specifically agree to such terms in a separate written document executed by both BRAVO and the Customer.
2. Customer's order for Products is not subject to Customer's cancellation, change, reduction in amount, or suspension of delivery except with BRAVO's prior written consent and upon terms satisfactory to BRAVO. Without limiting the generality of the foregoing sentence, BRAVO will not accept any return shipments of Products unless (i) the return is for a defect in the Products acknowledged by BRAVO in writing to Customer, (ii) the defect acknowledged by BRAVO in writing affects more than 10% of the Products shipped to Customer, and (iii) such return shipment is accompanied by a BRAVO issued return merchandise authorization (RMA).
3. Prices are subject to change without notice. Customer shall be responsible for all taxes, duties, or other charges imposed by any governmental authority with respect to the manufacture, sale, transportation, delivery and/or use of the Products.
4. Unless otherwise specified in the applicable order, payment terms shall be net thirty (30) days from the date of BRAVO's invoice. Customer shall not be entitled to withhold payment or deduct from any invoice the amount of any claim asserted against BRAVO or any affiliate of BRAVO.
5. BRAVO's acceptance of Customer's order is based on BRAVO's continuous production of the quantity specified herein. If a smaller production run is necessary, BRAVO has the right to increase the purchase price.
6. Title and risk of loss to the Products will pass to Customer in accordance with the freight terms set forth herein or otherwise mutually agreed to by the parties in writing.
7. Delivery by BRAVO of 10% more or less than the quantity specified herein shall constitute satisfactory fulfillment of this order and shall be paid for on a pro rata basis.
8. Customer shall be responsible for the costs of any changes to Customer's tooling made necessary by changes to Product specifications accepted by BRAVO. Customer shall also be responsible for any damages to the tooling or to BRAVO's equipment as a result of such changes.
9. Customer's tooling shall not be removed from BRAVO's plant except on terms satisfactory to BRAVO.



10. BRAVO shall retain and Customer hereby grants a lien and security interest on Customer's molds or tools in BRAVO's possession for any unpaid balances for invoiced Products. Customer hereby grants to BRAVO a security interest in the Products and all present and future attachments exchanges, replacement material and additions, and all proceeds thereof, to secure prompt payment for the Products. Customer agrees that BRAVO may file with the appropriate filing office financing statements indicating that the Products and/or any molds and tooling are subject to the security interest of BRAVO and may take such other reasonable action contemplated by the Uniform Commercial Code, including but not limited to notifying Customer's lenders, if, and at such times as, BRAVO in its sole discretion, deems such actions necessary or desirable to protect its interests

11. BRAVO warrants that, at the time of delivery, the Products (a) will conform to mutually agreed upon specifications, (b) will be free of all liens, encumbrances and claims of third parties, and (c) will not infringe any existing United States patents held by third parties; provided, however, that the foregoing warranty does not extend to infringement arising out of any designs, specifications, technology, or materials provided by Customer to BRAVO for use in producing the Products, or the use of the Products in combination with other products or in the operation of any process. BRAVO makes no other warranties, express or implied by operation of law or otherwise, including, specifically, BRAVO MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE MERCHANTABILITY OF SAID PRODUCTS OR WITH RESPECT TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

12. BRAVO warrants that any Products delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

13. Customer's remedy for any claim arising in connection with Products sold hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise, will be to notify BRAVO in writing of the claim within thirty (30) days of delivery of the Products. BRAVO will, upon confirmation of its breach or other fault, at its option and as Customer's exclusive remedy, replace or rework the Products or refund the purchase price. BRAVO will not be liable under any circumstances for any special, consequential, incidental or punitive damages, including without limitation, any loss, damages, or expenses directly or indirectly arising from the use of goods, warehousing or manufacturing costs, lost profits or goodwill, labor, handling and service charges, recall or lost product costs or die, equipment, or machine breakage. Unless Customer has received a written credit note from BRAVO, Customer shall not withhold payment of any amounts due and payable by reason of any set-off due to any claim or dispute with BRAVO, whether relating to BRAVO's breach, non-conformities of quantities or qualities, bankruptcy, or otherwise. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of nonconforming Products.

14. Except for the exercise by Customer of its exclusive remedy described above, Customer agrees to indemnify, hold harmless and defend (including, without limitation, reimbursement for reasonable attorney's fees and expenses of litigation) BRAVO, its agents, servants,



representatives or employees, against any and all claims, by whomsoever made, arising in connection with Products sold hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise for loss, damage or injury to property or person (including injuries resulting in death) allegedly caused by or arising out of the use of Products sold hereunder. The term "claims" wherever used in this paragraph shall include, without limitation, any claims in which BRAVO, its agents, servants, representatives or employees, have or are alleged to have been negligent or otherwise to have contributed to the loss, damage or injury.

15. All non-public, confidential or proprietary information of BRAVO, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by BRAVO to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by BRAVO in writing. Upon BRAVO's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. BRAVO will not be liable for default or delays in delivery of Products hereunder if such default or delay is caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any similar or different contingencies beyond BRAVO's reasonable control. Quantities so affected may be eliminated from the amount ordered at the sole discretion of BRAVO without liability, and BRAVO may allocate its available supply internally or among its various customers (including affiliates) in any manner deemed fair and reasonable by BRAVO in its sole discretion.

17. If at any time and for any reason the financial responsibility of Customer shall become unsatisfactory to BRAVO, BRAVO may, without liability, decline to make further deliveries of Products except upon receipt of cash or other satisfactory security from Customer.

18. Customer shall not delegate any duties or liabilities nor assign any rights or claims hereunder without the prior written consent of BRAVO. Any such attempted delegation or assignment shall be void. Except as provided in this provision, the terms set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the parties.

19. This order and the parties' respective performance obligations hereunder are governed by and construed in accordance with the laws of the State of South Carolina. Any judicial proceeding arising out of or related to this order or the Products shall be instituted and maintained in the federal or state courts for Laurens County, South Carolina, and each party submits to the exclusive



jurisdiction of such courts. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

20. Failure by either party to require strict performance hereunder will not be deemed a waiver of that party's right to subsequently require strict performance. Except as provided expressly herein, these terms and conditions constitute the entire agreement of the parties with respect to the Products, all prior and contemporaneous agreements being merged herein, and may not be modified except by written instrument executed by duly authorized officers of each party hereto.