

# TERMS AND CONDITIONS OF SALE - B2B

## UHURU DESIGN, LLC

The order to which this agreement ("Agreement") relates ("Order") is valid for thirty (30) days unless otherwise stipulated in writing herein. Quantities, dimensions and fabrication are limited to the information provided by Client. Any changes to scope, quantity, timeline, finish or materials for the project subject to the Order ("Project") will render the Order invalid, and a new Order will need to be issued. By signing below, Client accepts the prices and specifications in the Order and authorizes Uhuru Design, LLC ("Uhuru") to execute the Project as outlined in this Agreement. This Agreement is NOT VALID until signed by Client and returned to Uhuru within ten (10) days from the date set forth in the Order. Payment is due upon execution of this Agreement, in accordance with the terms provided in this Agreement.

**AGREEMENT** The Client agrees that all previously stated product and service details are correct as are the terms set forth in the attached Order, which, upon Client's execution below, shall become a binding invoice in accordance with this Agreement (an "Invoice"). Client accepts and agrees to be bound by the following terms:

**PAYMENT TERMS** The Invoice is payable as follows: Unless otherwise explicitly stated by Uhuru in an applicable Order or Invoice, a 50% non-refundable deposit of the full price set forth in the Invoice shall be due before manufacturing or production begins and the remaining 50% balance shall be due upon Uhuru's delivery of the Products (as defined below). The Project shall not be started until such deposit is provided and cleared (if paid by check) by Uhuru. If the Client is not prepared to receive the furniture, goods, accessories and materials for the Project (collectively, "Products") immediately upon Uhuru's completion of the Project, the Client is responsible for full payment of the Invoice and a storage fee to be assessed by Uhuru at the time of completion. In the event of late payment of any amount due hereunder, interest in the amount of 5% of the unpaid amount will be added to the amount due. After 30 days of nonpayment, an additional 2% of the total unpaid amount will be added per month up to a maximum of 15% of the original unpaid amount. If the Client does not make full payment of the Invoice within six (6) weeks of Uhuru's completion, Uhuru may (i) terminate this Agreement, (ii) retain all payments made, and (iii) have the exclusive right to use, reuse, and sell all Product(s) made for the Project without any restriction. The prices set forth in the Invoice are exclusive of all taxes, insurance, shipping/delivery charges, which are Client's sole responsibility. All purchase prices shall be paid in US dollars.

**LEAD TIME(S)** Uhuru shall communicate estimated lead time(s) for the Products to Client only after Uhuru obtains final design approval and the cleared deposit for the Project. Lead times are estimates only, and Uhuru shall not be liable to the Client, any customer of Client, or any other end user for any failure to meet an estimated lead time(s).

**SHIPPING AND DELIVERY** The Product(s) shall not be released to the Client for delivery until Client makes full payment of the Invoice, including related expenses and costs and any unpaid interest. Any delivery rescheduled or canceled within 48 hours before Uhuru is scheduled to deliver the Product(s) to a common carrier for shipment is subject to a shipping charge of 15% of the total amount of the Invoice (including related expenses and costs and any unpaid interest). Products will be shipped FCA (Incoterms 2020) Uhuru's facility. All international transactions shall be governed by Incoterms 2020. Client shall comply with all export and import laws of all countries involved in the sale of the Product(s) under this Agreement or any resale of the Product(s) by Resale Client (defined below). Client assumes all responsibility for shipments of Product(s) requiring any government import clearance. Uhuru may terminate this Agreement if any governmental authority imposes

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antidumping or countervailing duties or any other penalties on the Product(s).

**RETURNS AND REFUNDS** All sales are final. The Client is not entitled to any refunds.

**TERMINATION** Uhuru may, in its sole discretion, allow Client to terminate this Agreement, but Uhuru shall be entitled to retain any payments received prior to such termination and the Client shall still be liable for all costs and expenses incurred by Uhuru in connection with the terminated Project, including, without limitation, labor and materials.

**TITLE AND RISK OF LOSS** Provided that Client has paid the applicable Invoice in full, including all related expenses and costs and any unpaid interest, title to and risk of loss of the Products and the Project shall transfer to Client upon Uhuru's delivery of the Products and the Project to the common carrier for shipment.

**LIMITATION OF LIABILITY** Except for any express written product warranty that may be separately delivered to client, uhuru makes no warranty whatsoever, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, with respect to the products, including, without limitation, any warranty of merchantability, fitness for any particular purpose, title and non-infringement, and expressly disclaims all such warranties. In no event shall either party be liable to the other any loss of use, revenue or profit or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not such party has been advised of the possibility of such damages. In no event shall uhuru's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the amount actually paid to uhuru hereunder for the project.

**INDEMNITY** Client shall indemnify, defend and hold harmless Uhuru against all loss, liability, cost and expense (including, without limitation, legal fees and costs) incurred by Uhuru in connection with any claim for personal injury, loss or damage to property arising out of the Product(s) unless such injury, loss or damage is solely attributable to the gross negligence of Uhuru or its employees.

**DISPUTE RESOLUTION; GOVERNING LAW; ATTORNEYS' FEES AND COSTS** This Agreement and any claims, dispute, or other matter in question arising out of or related to this Agreement shall be governed by the laws of the State of New York without regard to any conflicts of laws principles, and Client agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of New York for resolution of any such claim. In any such claim, dispute, or other matter in question, the prevailing party is entitled to payment of its attorney's fees and costs by the non-prevailing party.

**INTELLECTUAL PROPERTY** Uhuru owns and controls, throughout the world, all copyrights, trademarks, trade dresses, design patents, and/or all other intellectual property rights, including, but not limited to, common law, statutory, and other reserved rights, in the designs and goods to be developed, marketed, proposed and/or sold in connection with the Project, including, but not limited to, all furniture, goods, related accessories, designs, illustrations, drawings, specifications, computations, models, sketches, test data, plans, elevations, rendering,

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photographs, materials, colors, finishes, notes, and all other materials particular to this Project, in all forms, formats, and media prepared and/or proposed by Uhuru and/or Uhuru's employees and/or consultants. Uhuru's intellectual property is for Uhuru's exclusive use, reuse, and sale at any time without restrictions. Client shall assist Uhuru in exercising Uhuru's rights under this Agreement, including, but not limited to, protecting Uhuru's intellectual property rights worldwide.

**LIMITED LICENSE** No license is granted herein with respect to Uhuru's intellectual property rights other than the implied right, upon full payment for the same, for Client to use and resell the Products in accordance with the terms of this Agreement. Client shall not copy or reproduce Uhuru's intellectual property in any form, format, or media.

**LIMITED RESALE** If Client is a trade or resale client of Uhuru's, Client may resell Product(s) only within a radius of seventy-five (75) miles around Client's principal place of business (in such case, Client is referred to as a "Resale Client" and such territory the "Territory"). Resale Client cannot sell Product(s) at a resale price above the amount designated by Uhuru herein ("Resale Price"), unless otherwise authorized to do so with Uhuru's prior written consent. Uhuru has the right, at any time, to change, alter, or amend the Resale Price upon written notice. Resale Price is exclusive of all taxes, insurance, shipping/delivery and all other costs that are Resale Client's sole responsibility as set forth herein. Resale Client must present a resale certificate upon execution of this Agreement for tax exemption. Resale Client will: (i) conduct business in a manner that reflects favorably at all times on Product(s) and Uhuru's good name, goodwill, and reputation; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to Uhuru and Product(s); and (iii) make no representations, warranties, or guarantees to customers or to the trade with respect to the specifications, features or capabilities of Products that are inconsistent with the information provided by Uhuru. Uhuru hereby grants to Resale Client the nonexclusive, nontransferable, nonsublicensable right within the Territory to use the trademarks, trade names, logos and designations used by Uhuru for Product(s) solely in connection with Resale Client's advertisement, promotion and sale of Product(s) in accordance with this Agreement and Uhuru's then current trademark usage policies. Resale Client shall not remove or destroy any copyright notices, trademarks or other proprietary markings on Product(s). All terms of this Agreement apply to Resale Client. Resale Client understands and agrees that this Agreement is not an exclusive reseller or license agreement.

**ADVERTISING** Uhuru shall be entitled to publish and/or advertise its Product(s) at any time in any media including, but not limited to, Facebook, Twitter, and Instagram.

**QUALITY & SPECIFICATIONS** All Products' specifications, drawings, and particulars of weights and dimensions are subject to some variations on occasion and the descriptions and illustrations contained in Uhuru's website, catalogues, price lists, and other advertising matter are intended to present a general idea of the goods described therein, and none of these shall form part of this Agreement. Due to the handcrafted nature of Product(s), color, size, wood and texture may vary slightly and exact replicas of designs are not guaranteed. Minor distinctions make Uhuru's handcrafted Product(s) unique and therefore cannot be grounds for any breach of this Agreement. It is Client's sole responsibility to note the dimensions of the Product(s) to ensure appropriate fit and use in Client's space.

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**FORCE MAJEURE** Uhuru shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Uhuru, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, lock-outs, strikes or other labor disputes, restraints or delays affecting carriers or inability, delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

**ENTIRE AGREEMENT** The Order, the Invoice and this Agreement constitute the entire agreement of Uhuru and Client with respect to their subject matter. No conflicting or additional terms or conditions set forth in any other document shall have any force or effect.

Client has carefully read, considered, understands and accepts the terms of the Order and the below Agreement. Client's execution of the Agreement below constitutes Client's agreement to be bound by this Agreement and acknowledgement that Uhuru is relying on Client's compliance with this Agreement to execute the Project.

Client's Name:

Client's Signature:

Client's Title:

Date: