

MONTANAARTS & HOME, LLC
TERMS AND CONDITIONS

These terms and conditions are Between (1) Montana Arts & Home, LLC (Referred to herein as Montana Arts & Home), whose registered office is at Montana, USA; and the Artist listed in the MONTANA ARTS & HOME ARTIST AGREEMENT.

WHEREAS

The Artist desires to sell and promote the products offered on The Montana Arts & Home Website and agrees to give sale and/or orders relating to the Products (defined below) pursuant to the terms and conditions in this Agreement. These terms and conditions shall apply to all Orders for Products in response to which the Artist provides the Products to the Customers of Montana Arts & Home to the exclusion of any other terms and conditions.

TABLE OF CONTENTS

1. Definitions
2. Interpretations
3. Basis of Purchase
4. Images
5. Price, Fees and Charges
6. Payment
7. Delivery
8. Quality
9. Returns
10. Risk and Property
11. Assignment and Subcontracting
12. Warranty
13. Indemnity
14. Intellectual Property
15. Termination
16. Force Majeure
17. Notices
18. Confidentiality
19. Waiver
20. Severance
21. No Rights for Third Parties
22. Dispute Resolution
23. Counterparts

1. DEFINITIONS

- **“Agreement”** means any agreement made subject to the terms and conditions herein;
- **“Address”** means the address stated on each Order for delivery of the Products to the Customer;
- **“Business Day”** means any day other than Saturday, Sunday or bank holiday in MT;
- **“Customer”** means the customer, placing the Order on the Website for Products;
- **“Order”** means Montana Arts & Home’s customers’ purchase order to which the terms of this Agreement apply;
- **“Price”** means the price of the Products as charged by the Artist to Montana Arts & Home;
- **“Products”** means the products listed in the Annexure and other products from time to time as agreed between the parties;
- **“Website”** means the website of Montana Arts & Home; and
- **“Writing”** includes facsimile, transmission, electronic mail and comparable means of communication.

2. INTERPRETATIONS

2.1 Any reference in this Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.2 The headings in this Agreement are for convenience only and shall not affect their interpretation.

2.3 Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the Order shall have the same meaning in this Agreement but, if there is any conflict between the provision of the Order and this Agreement, this Agreement shall prevail.

3. BASIS OF PURCHASE

3.1 The Artist will provide product fulfillment for all sales obtained by Montana Arts & Home in relation to the Products of the Artist as listed in the Annexure (and other products agreed between the parties).

3.2 The Artist is not involved in the actual transaction between Montana Arts & Home and the Customer. Artist is not the agent of either the Montana Arts & Home or the Customer.

3.3. The Order constitutes an offer by Montana Arts & Home to purchase the Products for delivery to its Customer subject to this Agreement. Each Order will be deemed accepted by the Artist.

MONTANA ARTS & HOME

WAYS OF THE WEST

3.4 Any typographical clerical or other accidental error or omission in the Order by the Customer, shall be subject to correction without any liability on the part of Montana Arts & Home.

3.5 No variation to this Agreement shall be binding unless agreed in writing between the authorized representatives of Montana Arts & Home and the Artist.

4. IMAGES

4.1 The Artist shall provide images of products to Montana Arts & Home to be used on its Website.

4.2 The Artist retains all rights to all images of products and retains the right to prohibit the use of any and all images provided.

5. PRICE, FEE & CHARGES

5.1 Montana Arts & Home will agree upon the price to be charged for each item. The Artist will provide Montana Arts & Home with a detailed listing of all Products along with, but not limited to, the Price it will be charged for each item and any and all other charges which may be due in affiliation with each item. No increase in the Price may be made (whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Montana Arts & Home in writing during the period.

5.2 The Price of the Products shall be stated in the Order and, unless otherwise stated, shall be:

- a) INCLUSIVE of any applicable value added/sales/services tax. Artist is solely responsible for and shall pay, and shall hold Montana Arts & Home harmless from, all such value-added/sales/service tax, with respect to, or measured by the manufacture, sale, shipment, use or Price of the Products (including interest and penalties thereon).
- b) Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Products to the Delivery Address and any duties, imposts or taxes other than value-added tax. The Artist shall pay, be solely responsible for, and shall hold Montana Arts & Home harmless from (including interest and penalties thereon), all such charges for packaging, packing, shipping, carriage, insurance and delivery of the Products to the Delivery Address and any duties, imposes or taxes other than value-added tax.

5.4 The Artist will also provide Montana Arts & Home with recommended retail prices for the Products.

5.5 The Drop Shipping Fee, as charged by Shopify based on the information provided by the Artist, will be charged to the customer.

5.6 The Artist shall at all times supply the Products to Montana Arts & Home at competitive prices and conditions.

6. PAYMENT

Time of Invoice

MONTANA ARTS & HOME

WAYS OF THE WEST

6.1 Subject to any special terms agreed in Writing between Montana Arts & Home and the Artist, the Artist shall be entitled to invoice Montana Arts & Home for the price of the Products on or at any time after the date of delivery on a thirty (30) day cycle.

Time of Payment

6.2 Montana Arts & Home, shall pay the price of the Products (less any discount to which the Montana Arts & Home is entitled, but without any other deduction in respect of any counterclaim or by way of setoff or otherwise) in cleared funds thirty (30) days of the date of Artist's invoice, except if the delivery has not yet taken place, in which case payment is due thirty (30) days after the property in the Products has passed to the Customer. Receipts for payment will be issued by the Artist upon payment.

Unpaid Sums

6.3 If any sums are unpaid by Montana Arts & Home after the due date and remain unpaid within 90 days of the Artist calling to remedy Montana Arts & Home's failure to pay, the Artist shall be entitled to terminate the Agreement.

7. DELIVERY

7.1 The Products shall be delivered to the Address shown in the Order on the date within the days agreed upon in the "ARTIST AGREEMENT."

7.2 Time for delivery is of the essence of the Agreement. The Products may be delivered by the Artist in advance of the quoted delivery date.

7.3 The Products shall be marked in accordance with any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

7.4 The Artist agrees to reimburse Montana Arts & Home for any costs resulting from late delivery of Products on the Order. And, Montana Arts & Home may, at its sole discretion, reject, or cancel any shipment of Products which will not be delivered by the agreed-upon date of delivery.

8. QUALITY

8.1 The Artist shall transfer to the Customer the benefit of any warranty or guarantee given by Montana Arts & Home.

8.2 The Artist shall maintain main quality, specification control, testing and inspection procedures ("Procedures") to enable the Artist to consistently comply with its obligations under each Order and this Agreement.

8.3 The Products shall be marked in accordance with Montana Arts & Home's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

8.4 The Artist shall not unreasonably refuse to take any steps necessary to comply with any request by Montana Arts & Home to inspect or test the Products during manufacture and to provide Montana Arts & Home with any facilities reasonably required by Montana Arts & Home for inspection or testing.

Montana Arts & Home PO 160743 Big Sky, MT 59716

406-570-9622 montanaartsandhome.com

MONTANA ARTS & HOME

WAYS OF THE WEST

8.5 If as a result of inspection or testing Montana Arts & Home is not satisfied that the Products will comply in all respects with the Agreement, and Montana Arts & Home so informs the Artist within seven days of inspection or testing, the Artist shall take such steps as are necessary to ensure compliance.

8.6 The Artist shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Products.

8.7 No inspection, testing or approval of samples by Montana Arts & Home shall be construed as acceptance by Montana Arts & Home of the conformity of the Products with the Order, these conditions or to any specifications supplied or agreed to by Montana Arts & Home and the Artist shall remain fully responsible for such conformity.

8.8 Montana Arts & Home reserves the right to reject any and all Projects shipped, or withhold payment of specific invoices for Products which it determines in its sole discretion, are of inferior quality or otherwise unfit for their intended use.

9. RETURNED PRODUCTS

9.1 All Products shipped to the Customer by the Artist are to be new and first quality.

9.2 The Artist will provide a thirty-day (30) return policy during which the Customer may return damaged or faulty Products. The Artist agrees to reimburse Montana Arts & Home for the return of the damaged or faulty Product.

9.3 Without limiting the general obligations of the Artist under this Agreement, the Artist agrees to participate, at its own expense, in the process where Montana Arts & Home decides to carry out a recall due to defective Products provided by the Artist. This process shall include but not be limited to:

(a) If requested by Montana Arts & Home, the Artist shall provide a technical solution for the Products which have caused the recall or relate to the cause thereof.

(b) The parties establish a process to correct or replace all the existing stock of Products concerned whether in the factory, warehouses or distribution networks.

9.4 If Artist wishes to have the returns shipped back to Artist, it must notify Montana Arts & Home in writing. The Customer shall not be obliged to return to the Artist any packaging or packing materials for the return of the Products.

9.5 Montana Arts & Home shall not be responsible for notifying the Artist of the receipt or retention of returned products. If Artist is concerned about the manner or condition of how the returns are shipped back, Artist shall, at Artist's sole expense, make whatever arrangement it deems necessary for the shipment of returns.

9.6 The Artist agrees to compensate Montana Arts & Home in full for all Products returned by Customers, per the above. Artist shall be responsible for all shipping, storage, and handling charges incurred by the Montana Arts & Home for any returned Products.

9.7 Cancellation requests must be e-mailed and the response must state "Cancelled."

10. RISK AND PROPERTY

10.1 Risk of damage to or loss of the Products shall pass to the Customer:

MONTANA ARTS & HOME

WAYS OF THE WEST

- (a) In the case of Products to be picked up at the Artist's premises, at the time when the Products are handed to the Customer or its carrier; or
- (b) In the case of Products to be delivered otherwise than at the Artist's premises, at the time of delivery to the Address.

10.2 The property in the Products shall pass to the Customer upon delivery, unless payment for the Products has been agreed to be made prior to delivery, when it shall pass to Montana Arts & Home once payment has been made and the Products have been appropriated.

11. ASSIGNMENT AND SUBCONTRACTING

11.1 Montana Arts & Home may assign the Agreement or any part of it to any person, firm or company.

11.2 The Artist shall not be entitled to assign the Agreement or subcontract any part of it without the prior written consent of Montana Arts & Home.

12.2 The Artist warrants and represents to Montana Arts & Home on acceptance of each Order and at all material times that:

- (a) It has the capacity to enter into this Agreement and each Order on its own behalf and on behalf of its affiliates (as applicable under this Agreement) and has the right and authority to sell the Products;
- (b) It has complied with all applicable regulations or other legal, ethical requirements concerning the manufacture, packaging and delivery of the Products, including, but not limited to, all the applicable safety, environments, humanitarian and export regulations of and; and
- (c) It has the right to sell the Products free from all encumbrances and the Customer will enjoy quiet possession of the Products.

13. INDEMNITY

13.1 The Artist shall indemnify Montana Arts & Home in full against liability, loss, damages, costs and expenses (including legal expenses) awarded or incurred or paid by Montana Arts & Home as a result of or in connection with:

- (a) Breach of any warranty given by the Artist in relation to the Products;
- (b) Any claim that the Products infringe, or that their importation, use or resale, infringes the patent, copyright, trademark or other intellectual property rights of any other person, including but not limited to any patent, trade secret, copyright, trademark, or trade dress violation or infringement arising from Montana Arts & Home's use, sale or offering for sale of any Products covered by the Order, except to the extent that the claim arises from compliance with any specification supplied by Montana Arts & Home;
- (c) Any act or omission of the Artist or its employees agents or sub-contractors in supplying, delivering or installing the Products;
- (d) All claims by the Customers of Montana Arts & Home (and their sub-buyers) arising out of any breach whatever by the Artist under this Agreement;
- (e) All claims, damages, and/or expense(s) on account of Products shipped on the Order and/or services provided by Artist, including but not limited to claims made against

Montana Arts & Home PO 160743 Big Sky, MT 59716

406-570-9622 montanaartsandhome.com

MONTANA ARTS & HOME

WAYS OF THE WEST

Montana Arts & Home involving product liability, property damage, personal injury, and/or defect related to the delivered Products; and

- (f) Montana Arts & Home or the Customer's reliance upon any term, condition, warranty or guaranty herein or in the Order which proves to be false.

14. INTELLECTUAL PROPERTY

14.1 All copyright, patent, trade secret and other proprietary and intellectual property rights in the Products and information which the Artist may provide to Montana Arts & Home or its agents in relation to the Products, shall (as between the parties) at all times remain vested in the Artist or the manufacturer of the Products, and Montana Arts & Home shall not acquire any intellectual property rights or license relating to the Products and may not copy or imitate the Products.

14.2 If any claim is made against Montana Arts & Home that the Products infringe (or that their use or resale infringes) the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Artist shall indemnify Montana Arts & Home against any liability incurred by Montana Arts & Home (including associated expenses reasonably incurred) in connection with the claim.

14.3 Products bearing any registered or unregistered trademarks or any other marks, brands, logos or designs owned by or licensed to Montana Arts & Home ("Branding") must only be sold to Montana Arts and Home's Customers. Where Products have been rejected or not taken up by Montana Arts and Home, the Artist must obtain the prior written consent of Montana Arts & Home to sell such products to a third party. Consent may be given on any terms specified by the Montana Arts & Home. If such consent is given, then the Artist must remove Branding and all references to Montana Arts and Home's trademarks before they are offered for sale to a third party.

15. TERMINATION

15.1 Montana Arts & Home and the Artist agree that the term of the Agreement shall commence on its agreed written effective date and shall continue for as long as mutually agreed between Montana Arts & Home and the Artist.

15.2 If Montana Arts & Home or the Artist is not satisfied with the terms of this Agreement and the results thereof, either party may terminate this Agreement by providing (30) thirty days written notice.

15.3 On termination of this Agreement for any reason:

- (a) The Artist shall fulfill all Orders obtained prior to the termination (subject to Clause 6);
and
- (b) Montana Arts & Home shall pay the Artist on demand for all Products supplied to the Artist's customers and any related fees and charges prior to termination.

16. FORCE MAJEURE

16.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, fire, flood, earthquake, war, national emergency, strike or lockout the party shall not

MONTANA ARTS & HOME

WAYS OF THE WEST

be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

16.2 Sub-clause 16.1 shall not apply with respect to strikes and lockouts induced by the party incapacitated.

16.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party for enforcing its rights under this Agreement.

16.4 If and when the period of such incapacity exceeds 3 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

17. NOTICES

17.1 Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be:

- (a) Sent by email
- (b) Delivered by hand or sent by registered post, prepaid recorded delivery, or special delivery

In each case, it shall be marked for the attention of the relevant party set out in clause 17.2. Any notice so served shall be deemed to have been duly given as follows:

- a. Delivery by hand, when delivered;
- b. Fax or email on a business day prior to 5:00pm, at time of receipt;
- c. Prepaid recorded delivery, special delivery or registered post, at 10:00am on the second Business Day following the posting date.

Provided that in each case where delivery by hand or fax occurs after 5:00pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9:00am the next following Business Day. References to time in this clause are to local time in the addressee's country.

ADDRESS NOTICES

17.2 The addresses of the parties for the purpose of clause 17.1 are (also included on 1st page):

- (a) SUPPLIER
MONTANAARTS & HOME
Email
PO Box
Big Sky, MT 59716

18. Confidentiality

18.1 During the course of business between Montana Arts & Home and Artist, one party may make available confidential information concerning itself to the other party. The parties agree that the confidential information will be used solely for the purpose of conducting business

MONTANA ARTS & HOME

WAYS OF THE WEST

between them. The parties must not disclose or distribute any confidential information to any other party or to any other third party without the express written consent of the other party.

18.2 The Artist's confidential information includes but is not limited to inventory levels, product features and pricing and anticipated new products, sales practices. All images of all products supplied by the Artist, including images on the Artist's website are the exclusive property of the Artist. Montana Arts & Home may use these images only in connection with the sale of Artist's products and only in compliance with any policies or terms stated by the Artist. No other use or distribution is permitted, and Montana Arts & Home may not use Artist's images in connection with the sale of products from any person or entity other than Artist.

18.3 The Artist retains the right to terminate Montana Arts & Home's permission to use these images at any time for any reason. Prices and product availability are subject to change without notice. The Artist cannot be responsible for typographical errors in the catalogue. By placing an order, Montana Arts & Home accepts all the Artist's terms and policies set forth in this Agreement.

18.4 Montana Arts & Home's confidential information includes but is not limited to its financial, technological (including designs, specifications, samples, know-how, materials, processes and other technical information), strategic or business information (including customer details) concerning its Website and business. In particular, the parties must ensure that all electronic communications are kept secure so as to prevent unauthorized access.

18.5 The parties otherwise agree not to disclose any of the terms of this Agreement except to the extent that:

- (a) Disclosure is necessary to comply with this Agreement or any other agreement between the Artist and Montana Arts & Home,
- (b) The disclosure is required by law or rules of any stock exchange; or
- (c) The information is in the public domain other than through a breach of this Agreement.

18.6 Montana Arts & Home shall treat as confidential all technical or creative know-how, information, samples, models, designs or drawings relating to the Products or their development or creation which the Artist may make available to it (the Confidential Information) and shall not without the prior written consent of the Artist:

- (a) Exploit any part of the Confidential Information save as is reasonably necessary to enable it to use the Products; or
- (b) Disclose (except as requested by a court of law) any part of the Confidential Information other than to its employees [or customers or potential customers] who need to know the Confidential Information for the purpose of using the Products provided that:
 - (i) Such person is made aware prior to the disclosure of the proprietary and confidential nature of the Confidential Information; and
 - (ii) Such person owes an express duty of confidence to Montana Arts & Home.

18.7 The provisions in Clause 18 shall survive termination of this Agreement.

18.8 Where one party believes that it is required by law to disclose any of the terms of any Order or any other confidential information of the other party, the party must immediately notify the other party in writing and provide assistance as reasonably required by the other party if the other party wishes to defend or resist that requirement.

19. WAIVER

No waiver by Montana Arts & Home of any breach of the Agreement by the Artist shall be considered as a waiver of any subsequent breach of any provision.

20. SEVERANCE

If any provisions of this Agreement are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected.

21. NO RIGHTS FOR THIRD PARTIES

A person who is not a party to this Agreement shall have no right under this Agreement.

22. DISPUTE RESOLUTION

22.1 If any dispute, controversy or claim between the parties arises out of or in connection with this Agreement, they shall use all reasonable endeavors to resolve the matter amicably. If one party gives the other notice that a material dispute has arisen and the parties are unable to resolve the dispute within a period of thirty (30) days of service of the notice, then the dispute shall be referred to the respective Chairmen/Chief Executives/Owners of the parties. Neither party shall resort to dispute resolution below against the other under this Agreement until thirty (30) days after the referral. This shall not affect a party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar court order to enforce the obligations of the other party.

22.2 This document is governed by and is to be construed in accordance with the laws of Montana applicable therein.

All disputes, controversy, difference or claim arising out of or in connection with this document, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations shall be finally settled under arbitration rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. The seat of Arbitration shall be Montana and proceedings shall be conducted in English.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.