

HADRON EPOCH

LOS ANGELES

This Wholesale Agreement ("Agreement") is made between you or your company and **Hadron Epoch Design Studio, LLC**. ("Hadron Epoch") upon execution and delivery by facsimile to Hadron Epoch.

GENERAL ORDERING INFORMATION

To qualify for wholesale purchases, you must be a valid retail business and you must submit a copy of your resale exemption certificate (first orders only) and an executed copy of this Agreement with your Order Form. By placing an order with Hadron Epoch and providing the resale exemption certificate, you are representing that you are the owner, agent or representative of a currently valid retail business and that the transaction being made is a wholesale, tax exempt purchase for resale. All sales are final.

PAYMENTS

All orders shall be placed with a credit card. Hadron Epoch charges credit cards at the time of production for the entire purchase price of the order. Delivery is typically within two (2) weeks of production. By providing a credit card number and expiration date on the order form, you are irrevocably authorizing Hadron Epoch to charge the credit card for the entire purchase price at the time of production. Orders may be canceled within five (5) business days of the order placement.

DAMAGE CLAIMS

Hadron Epoch makes every commercially reasonable effort to pack only first quality merchandise with carrier approved materials. Hadron Epoch is not responsible for damage in transit. Hadron Epoch does not insure packages with the carrier; if you would like to insure your package(s), contact Hadron Epoch at the time you place your order. If your shipment is damaged in transit you agree to contact the carrier and Hadron Epoch within forty-eight (48) hours of delivery. You also agree to save all packaging materials and product. You further agree not to cancel or contest payment or deduct from any invoice any amount due to Hadron Epoch as a result of a damage claim. The carrier will conduct an investigation for the damage claim and it and/or Hadron Epoch will contact you once the investigation is concluded to resolve the issue.

RETURNS / DEFECTS

Any claim for defective merchandise must be reported to Hadron Epoch within forty-eight (48) hours of delivery. Hadron Epoch does not accept returns on first quality merchandise for any reason. Contact Hadron Epoch in the event you receive defective merchandise as all returns must be approved in advance by Hadron Epoch.

PRODUCT SPECIFICATION

All art manufactured by Hadron Epoch is original. Hadron Epoch ships items that conform to the samples shown at tradeshow and on www.HadronEpoch.com (the "Web Site").

COPYRIGHT

All of the designs, products and content within and any materials made available on the Web Site are the sole property of Hadron Epoch. The Web Site, designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of Hadron Epoch. You hereby agree not to reprint, post, or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of Hadron Epoch.

INTELLECTUAL PROPERTY

Any and all intellectual property rights associated with this Web Site including the designs, products, images and content presented herein, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, Trade Secrets, Copyrights and patents (including any patent-pending items) (collectively "Intellectual Property") are the sole property of Hadron Epoch or third parties. Except as otherwise expressly authorized by Hadron Epoch, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of this Web Site in any way without the express written consent of Hadron Epoch or the appropriate third party.

PRIVACY

Your privacy is important to us. To better protect that privacy, Hadron Epoch is providing this notice to explain how we collect, use and store data. The only data that we collect, use and store is information you affirmatively provide to us via facsimile when placing an order by using the Order Form found on the Web Site and your resale exemption certificate. We do not collect data about you through the Web Site nor do we use cookies or track IP addresses.

While the information you provide will be maintained for a commercially- reasonable time by Hadron Epoch for administrative and business purposes, your personally-identifying information is never shared with any third- party, other than (i) as required by law, (ii) to protect and defend the rights of Hadron Epoch and the Web Site, (iii) as incident to a corporate sale, merger, reorganization, dissolution, bankruptcy or similar event, or (iv) in the event that a need arises to contact you in regard to an order, a question, a customer-service related matter, or as may otherwise be required by law and only to the extent that such contact is required.

Comments, suggestions or other communications sent by you to Hadron Epoch are deemed to be non-confidential. We have no obligations of any kind in relation to such comments, suggestions, or communications and are free to use or distribute them in any way, including in relation to the administration, update, or improvement of the Web Site, without compensation to the author, sender, or any other party. By executing this Agreement and placing an order, you signify your assent to this Privacy provision. Should you have any privacy-related questions or concerns, you may contact Hadron Epoch at the Contact Information set forth on the home page of the Web Site.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Hadron Epoch, its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your agreements hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

JURISDICTION

This Agreement has been entered into and shall be governed by the laws of the State of California (without giving effect to its conflict of law provisions). All parties agree California courts have jurisdiction.

SEVERABILITY

Each section of this Agreement shall be deemed and construed as a separate and independent section, term or condition and should any part or provision of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other section, term or condition herein.

LEGAL FEES

You understand and agree that you or your company is responsible for your or its own legal fees. If Hadron Epoch takes any action to enforce, defend or interpret this Agreement and these terms and conditions, Hadron Epoch is entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and any costs whether in litigation or otherwise, in addition to any other relief at law or in equity to which Hadron Epoch may be entitled.

MODIFICATION

Hadron Epoch reserves the right to modify the terms and conditions contained herein. Clerical or computer errors are subject to correction. No action, omission or course of conduct shall constitute a waiver of any of the terms and conditions hereof, unless such waiver is specified in writing by Hadron Epoch and then, only to the extent so specified.