

B2B Terms and Conditions

These Terms and Conditions ("Terms") apply to all purchases placed with Candy Buffet Store LLC, a Nevada limited-liability company ("Seller"). By paying the invoice associated with each order, the buyer ("Buyer") agrees to these Terms. Seller and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties."

1. **Rights Granted.** Buyer is hereby granted a non-exclusive right, to purchase, inventory, promote, and resell Seller's Products (as defined in the invoice). Except as otherwise provided herein, Seller agrees to make available and to sell to Buyer such Seller's Products as Buyer shall order from Seller from time to time at the prices determined by the Seller and subject to the terms set forth in these Terms. Buyer shall not be required to purchase any minimum amount or quantity of the Seller's Products.

2. **Buyer Obligations.** Buyer understands that Buyer's business conduct must be free of false, deceptive, or misleading advertising, merchandising, and pricing practices.

3. **Seller's Products.** As used herein, the term "Seller's Products" means any product supplied to a direct or indirect subsidiary of Buyer from Seller.

(a) **Prices.** Seller shall set charges, prices, quantities, and discounts, if any, for the Seller's Products and shall have the right to increase or decrease prices for the Seller's Products from time to time.

(b) **Shipping and Freight; Final Sales.** Seller's Products purchased by Buyer shall be shipped F.O.B. at the place of shipment that is specified in the applicable purchase order (the "Delivery Point"), at which time title and risk of loss or damage to Products shall pass to Buyer. All freight, insurance, and other shipping and transportation expenses shall be paid by Buyer, unless otherwise agreed to in writing by Buyer and Seller. Unless Buyer otherwise specifies in writing to Seller, Seller may use any responsible commercial carrier to ship the Seller's Products purchased by Buyer. Except as set forth in Section 8 below, all sales of Seller's Products to Buyer are final and there will be no refunds, exchanges, or returns.

(c) **Terms of Payment.** Seller shall not ship Seller's Products until the applicable invoice therefor has been paid in full.

(i) Notwithstanding any other provision in these Terms to the contrary, Buyer shall not be deemed to be in default under these Terms if it withholds any specific amount to Seller because of a legitimate dispute between the Parties as to that specific amount, pending the resolution of the disputed amount.

(ii) Notwithstanding anything to the contrary contained herein, Buyer shall be responsible for all franchise taxes, sales, use, and other similar taxes with respect to purchase of the Seller's Products, which taxes shall (if required by law to be collected or paid by Seller) be added to the invoice and paid by Buyer or Buyer shall provide Seller with an appropriate certificate evidencing Buyer's exemption therefrom. Seller shall be responsible for all other taxes, assessments, permits, and fees, however designated, that are levied upon these Terms or the Seller's Products, except for taxes based upon Buyer's income.

(iii) In the event the amounts to be paid to Seller are not paid on or before the date the same first become due and payable, the amounts that are then due and payable to Seller from Buyer shall accrue interest at rate of twelve percent (12%) per annum. In addition, if there are any unpaid amounts that are then due and payable to Seller by Buyer, then Seller shall not be required to sell any of the Seller's Products to Buyer unless and until such amounts are paid in full, including, without limitation, all accrue but unpaid interest thereon.

(iv) Seller may apply to the payment of any amount due Seller from Buyer any sum of money, or part of such sum, or amount belonging to Buyer that may be in Seller's possession.

4. **Obligations of Seller.**

(a) **Invoices and Statements of Account.** For each Seller's Product ordered by Buyer, Seller shall transmit an invoice to Buyer. Each invoice shall contain: (i) Seller's name and invoice date; (ii) a reference to the purchase order or other authorizing document; (iii) separate descriptions, unit prices, and quantities of the Seller's Products actually delivered; (iv) credits (if applicable); (v) shipping charges (if applicable); and (vi) name (where applicable), title, phone number, and complete mailing address as to where payment is to be sent. Notwithstanding any pre-printed terms or conditions on Buyer's purchase orders or other documents and/or instruments, the terms contained in these Terms and, to the extent not inconsistent with the

terms of these Terms, the Seller's invoices shall apply to and govern the relationship between Seller and Buyer, except as otherwise mutually agreed to in writing by Seller and Buyer.

(b) **Orders Not Binding Until Accepted.** Notwithstanding anything to the contrary contained in these Terms, no order placed by Buyer hereunder shall be deemed binding on Seller until accepted by Seller, and Seller may reject or cancel any order, or any part of the order after acceptance, for credit deficiencies or any other reason Seller reasonable deems sufficient.

5. **Adequate Facilities; Customer Complaints; Insurance.**

(a) **Customer Complaints.** Buyer shall receive, investigate, and handle all complaints received from owners, customers or prospective buyers with a view to protecting the goodwill of Seller and Buyer in the sale of the Seller's Products. Recognizing the importance of goodwill, Buyer will make every reasonable effort to satisfy purchasers and owners of the Seller's Products. All complaints received by Buyer that cannot be readily remedied with Buyer's commercially reasonable efforts shall be promptly reported to Seller.

(b) **Insurance.** At all times during which these Terms is enforceable, Buyer shall maintain, at its sole expense, product liability and other commercial liability insurance necessary to cover any losses that may result from the marketing, sale, distribution, or use of Seller's Products, or the breach of any representation or warranty made herein.

6. **Marketing Policies.** Selling the Seller's Products on any third Party ecommerce marketplace including, but not limited to, Amazon, Ebay, Alibaba, or Craigslist, must be pre-approved in writing by Seller.

7. **Product Warranty Policies.** Seller warrants each of the Seller's Products manufactured by it to be free from defects in material under normal and proper use. However, this warranty is limited to making good at Seller's expense any part or parts of such Seller's Product that, within ten (10) days after delivery of the applicable Seller's Product to Buyer, are returned to Seller with transportation charges prepaid, and that on Seller's examination is determined by Seller, in the exercise of Seller's good faith, to be defective. This warranty is expressly in lieu of all other warranties, express or implied, and all other obligations or liabilities on the part of Seller. Seller neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of the Seller's Products. This warranty will not apply to any Seller's Product that has been repaired or altered outside of Seller's business premises in any way so as, in Seller's judgment, to affect its safety or usability, or that has been subject to misuse, negligence, or accident. Notwithstanding the above, Seller may from time to time advise Buyer in writing of the warranty or warranties, or changes thereto, that are applicable to the Seller's Products. Buyer is expressly prohibited from extending any other warranty or warranties on behalf of Seller to any person.

NOTWITHSTANDING THE ABOVE, THERE WILL BE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER OBLIGATION ON THE PART OF SELLER WITH RESPECT TO ANY OF THE SELLER'S PRODUCTS EXCEPT THE WARRANTY OR WARRANTIES EXTENDED PURSUANT TO THIS SECTION.

Any and all warranties and/or guaranties as stated above will immediately cease and terminate, notwithstanding anything to the contrary in these Terms, if any parts of the Seller's Product are altered or modified by Buyer, or by the user of the Seller's Product, unless Seller has expressly consented to the alteration or modification in writing.

8. **Delivery, Title, Risk of Loss, and Inspection.**

(a) **Liability.** Seller will not be liable in any respect for failure to ship or for delay in shipment of Seller's Products pursuant to accepted orders, where such failure or delay was due wholly or in part to shortage or curtailment of material, labor, transportation, or utility services, or to any labor, or production difficulty in Seller's plants, or those of Seller's suppliers, or to any cause beyond Seller's control, or without Seller's fault, or negligence. Seller will not be liable for shipping Seller's

Products over routes or by means of transportation other than as specified by Buyer.

(b) **Title and Risk of Loss.** Title to and risk of loss of Seller's Product will pass to Buyer on Seller's placing such products in the custody of a carrier for shipment to Buyer. Seller shall have no responsibility for any damage caused to Seller's Products during shipment. It shall be the sole responsibility of Buyer to file any and all appropriate claims for reimbursement with the carrier.

(c) **Product Inspection.** Within three (3) days following the date Buyer receives the Seller's Products, Buyer shall inspect the same and shall immediately notify Seller of any defects in such Seller's Products. Buyer's failure to notify Seller in writing of any such defects within such three (3) day period shall be conclusive proof that the Seller's Products have been received by Buyer without defects.

9. **Financial Policies.** It is the intent and understanding of the Parties hereto, and the essence of these Terms, that Buyer will pay promptly all amounts due Seller in accordance with terms of sale extended by Seller from time to time. All sales require Buyer payment in full before Seller shall ship; unless Seller approves Buyer for credit terms. Shipments may be suspended at Seller's discretion if Buyer fails to promptly and faithfully discharge each and every provision of this section, including, without limitation, the obligations contained in the preceding sentence.

10. **Use of Seller's Name; Intellectual Property.**

(a) **Use of Name.** As long as Buyer's account is paid in full, each Party hereby grants to the other Party a non-exclusive, non-sub-licensable, non-transferable, royalty-free right and license (the "Trademark License") to use, display and reproduce such Party's name, logo, trademarks and service marks, including, without limitation the Seller mark "Candy Envy," ("Seller's Marks") (Seller's Marks and Buyer's marks shall be collectively referred to as the "Trademarks"), solely for the purposes of identifying Seller as the source of the Seller's Products and the Buyer as a customer of Seller. Each Party acknowledges that the other Party's Trademark is and will remain the exclusive property of such Party and all use by each Party of any Trademark will inure solely to the benefit of the owner. Neither these Terms nor any rights granted hereunder will operate as a transfer of any rights in or to any Trademark, except for the limited rights expressly granted under these Terms. No Party will take any action that would undermine, conflict with, or be contrary to the intellectual property rights and interest of the other Party, including, without limitation, any use of, or attempt to register, any trademark, service mark or trade name substantially similar to any other Party's Trademark, or in any other way, except to designate products purchased from Seller under the terms of these Terms. Buyer will not contest the right of Seller to Seller's exclusive use of any trademark or tradename used or claimed by Seller. Within thirty (30) days of the final order placed by Buyer, Buyer shall cease using any Seller's Marks, and will immediately destroy all previously authorized stationery, advertising matter, and other printed materials in its possession or under its control containing any Seller's Marks. Buyer will not at any time after such time use or permit any such trademark to be used in any manner in connection with any business conducted by Buyer or in which Buyer or any of its affiliates, officers, managers, equity owners, agents, representatives, or any other similar person may have an interest, or for any purpose in which the trademark is or refers to anything other than the merchandise or products of Seller. Regardless of the cause of termination, Buyer will immediately take all appropriate steps to remove and cancel its listings online, and other directories and public records or elsewhere that contain any Seller's Marks. If Buyer fails to obtain such removals or cancellations promptly, Seller may apply for such removals or cancellations on behalf of Buyer and in Buyer's name and if so, Buyer will render every assistance.

(b) **Intellectual Property.** For purposes of these Terms, the term "Intellectual Rights" shall mean any rights relating to any trademark, trade name, service mark, copyright, trade secret, invention, industrial model, patent, process, technology, know-how, design or other proprietary or intellectual property right that is related to the Seller's Products. Buyer will not contest the right of Seller to Seller's exclusive use of any trademark or tradename used or claimed by Seller, including, without limitation, Seller's Marks or other Intellectual Property. Buyer will not, during term of these Terms or following the termination or expiration of these Terms, permit any Intellectual Property to be used in any manner by Buyer or any of its affiliates, officers, managers, equity owners, agents, representatives, or any other similar person without the express prior written consent of Seller.

11. **Relationship of Parties.** During the term of these Terms, the relationship between Seller and Buyer is that of vendor and vendee. Buyer, its agents, and employees will, under no circumstances, be deemed agents or representatives of Seller. Only for Seller Products sold by Buyer using Seller's Marks, Buyer will not modify any of the Seller's Products without written permission from Seller. Neither Buyer nor Seller will enter into any contract or commitment in the name of, or on behalf of, the other or be able to bind the other in any respect whatsoever.

12. **Indemnity; Products Liability; Liability Limitations.**

(a) **Indemnity.** Buyer hereby agrees to defend, indemnify and hold Seller harmless against any and all claims, demands, actions, losses, liabilities, judgements, settlements, awards and costs arising out of or related to any claim against Seller by a third Party with respect to Buyer's sale, shipment, or other action with respect to the Seller's Products following receipt of the Seller's Products from the Seller. Seller shall cooperate fully with Buyer in the defense of any such claim. The obligations set forth in this Section 18(a) shall survive the expiration or termination of these Terms for one (1) year.

(b) **Products Liability.** Seller shall be solely responsible for the design, development, supply, production, and performance of the Seller's Products.

(c) **Limitation of Liability.** TO THE GREATEST EXTENT ALLOWED BY LAW, THE LIABILITY OF SELLER TO BUYER AND ANY AND ALL OF BUYER'S AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OTHER AGENTS, AND CUSTOMERS (EACH A "BUYER PARTY") FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE SELLER'S PRODUCTS AND/OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNT THE SELLER RECEIVED FROM BUYER FROM THE SALE OF THE SELLER'S PRODUCTS THAT ARE THE SUBJECT OF SUCH CLAIMS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY BUYER PARTY FOR: (I) ANY LOSS OF PROFITS; (II) ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND; OR (III) ANY CLAIMS OR DEMANDS BROUGHT AGAINST BUYER BY ANY OTHER PERSON, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THE PROVISIONS OF THIS PARAGRAPH 18(C) SHALL APPLY IF ANY LOSS, DAMAGE OR INJURY (IRRESPECTIVE OF CAUSE OR ORIGIN) RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR ANY PROPERTY FROM THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT ON SELLER OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF SELLER OR ANY OF ITS EMPLOYEES OR OTHER AGENTS. BUYER, FOR ITSELF AND EACH BUYER PARTY, WAIVES ALL OTHER REMEDIES THAT MAY OTHERWISE BE AVAILABLE UNDER THE LAWS OF ANY JURISDICTION TO THE MAXIMUM EXTENT IT IS PERMITTED TO DO SO. NO SELLER REPRESENTATIVE, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSION OR ADDITION TO THE WARRANTIES PROVIDED HEREIN.

13. **Acknowledgments.** Each Party acknowledges that no representation or statement, and no understanding or agreement, has been made or exists other than stated in these Terms. The Buyer represents that, by paying its invoice and thereby accepting these Terms, it has not relied upon anything done or said by the Seller or upon any presumption in fact or in law: (a) with respect to these Terms, to the duration, termination, or renewal of these Terms, or to the relationship between the Parties, other than as expressly set forth in these Terms; or (b) that in any way tends to change or modify the terms, or any of them, of these Terms or to prevent these Terms's becoming effective; or (c) that in any way affects or relates to the subject matter of these Terms. Buyer also acknowledges that the terms and conditions of these Terms, and each of them, are reasonable, fair and equitable.

14. **Force Majeure.** Neither Seller nor Buyer will be liable for failure to perform its part of these Terms when the failure is due to fire, flood, strikes or other industrial disturbances, inevitable accident, war, riot, insurrection or other causes beyond the control of the Parties.

15. **Confidential Information, Non-Circumvention.** As of the date of the execution of these Terms and during the Term, in order to allow Buyer to carry out its duties hereunder, the Seller has and/or will provide and will continue to provide Buyer with Confidential Information (defined below). Buyer agrees to keep confidential and not to use or to

disclose to others at any time during or after the Term, except as expressly consented to in writing by the Seller or required by law any financial, accounting or statistical information, marketing plans, business plans, feasibility studies, fee schedules or books, billing information, technology or other Intellectual Property, proprietary information, policies and procedures, trade secrets, or other papers, reports, records, memoranda, documents, files, discs of the Seller, or copies of any of the foregoing, including, without limitation, any such above-described information pertaining to the Seller's business, sales, financial condition or products, or any matter or thing ascertained by Buyer through its relationship with Seller, the use or disclosure of such matter or thing might reasonably be construed to be contrary to the best interests of the Seller (collectively, the "Confidential Information"). This restriction shall not apply to such information if Buyer can establish that such information (a) has become generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by Buyer or Buyer's affiliates, advisors, or representatives); (b) has become available to Buyer on a non-confidential basis from a source other than the Seller or its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement or other obligation of secrecy with the Seller of which Buyer has knowledge; or (c) has already been or is hereafter independently acquired or developed by Buyer without violating any confidentiality agreement with or other obligation of secrecy to the Seller.

(a) Non-Circumvention. Buyer agrees that it, and all its affiliated companies, agents, employees, successors in interest or assigns, will not, during the Term, engage in Non-Circumvention Conduct with third Parties, including, without limitation, suppliers, customers, financial sources, manufacturers, or consultants, that have been disclosed to them, directly or indirectly, by Seller. "Non-Circumvention Conduct" means contacting, discussing, or transacting business with such third Parties without the prior knowledge and written consent of the Seller.

16. General Provisions.

(a) Binding Effect. Except as otherwise provided in these Terms, every covenant, term, and provision of these Terms shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, assigns, heirs, and personal representatives.

(b) Time. Except as otherwise provided herein, in computing any period of time pursuant to these Terms, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(c) Headings. Section and other headings contained in these Terms are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of these Terms or any provision hereof.

(d) Severability. Except as otherwise provided in the succeeding sentence, every provision of these Terms is intended to be severable, and if any term or provision of these Terms is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of these Terms.

(e) Entire Agreement; Incorporation by Reference. These Terms (including all exhibits, recitals, schedules, and other documents referred to in these Terms, all of which are hereby incorporated by reference) constitutes the entire agreement among the Parties hereto and supersedes all prior discussions, negotiations, agreements, and understandings, both written and oral, among the Parties hereto with respect to the subject matter of these Terms.

(f) Variation of Terms. All terms and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

(g) Governing Law; Venue. The laws of the State of Nevada shall govern the validity of these Terms, the construction of its terms, and the interpretation of the rights and duties arising hereunder. All rights and remedies of each person under these Terms shall be cumulative and in addition to all other rights and remedies which may be available to the person from time to time, whether under these Terms, at law, in equity or otherwise. Each Party hereto: (i) agrees that any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted exclusively in a United States District Court or a Nevada State Court that is located in Clark County, Nevada; (ii) waives any objection to the venue of any such suit, action, or

proceeding and the right to assert that such forum is not a convenient forum; and (iii) irrevocably consents to the jurisdictions set forth in (i) above in any such suit, action, or proceeding. Each Party hereto further agrees to accept and acknowledge service of any and all process that may be served in any such suit, action, or proceeding and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action, or proceeding.

(h) Waiver of Jury Trial. Each Party hereto irrevocably waives, to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, suit, proceeding, or counterclaim arising out of or relating to these Terms.

(i) Attorneys' Fees. The prevailing Party in any dispute arising from the terms or subject matter of these Terms, regardless of how such dispute is resolved, shall be entitled to payment by the other Party of the prevailing Party's costs and expenses, including, without limitation, the prevailing Party's attorneys' fees, incurred in connection with resolving such dispute.

(j) Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of these Terms, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provisions of these Terms shall affect or constitute a waiver of any Party's right to demand strict compliance with all provisions of these Terms.

(k) Neutral Interpretation. The provisions contained herein shall not be construed in favor of or against any Party because that Party or its counsel drafted these Terms, but shall be construed as if all Parties prepared these Terms, and any rules of construction to the contrary are hereby specifically waived. The terms of these Terms were negotiated at arm's length by the Parties hereto.

(l) Cooperation. Each of the Parties agrees to execute and deliver such further documents and to cooperate in such manner as may be necessary to implement and give effect to the agreements contained herein.

(m) Relationship of the Parties. Nothing set forth in these Terms is intended nor should it be construed as creating a partnership, nor an employer-employee relationship, nor any other business or employment relationship of any kind or description.