

PO Number	120856
Issue Date	01/14/2022

Vendor Information		Ship To
69172	iSee Store Innovations LLC	KDM Atlanta
Contact		4350 International Blvd
Address	3725 Foundry Way	Suite J
	Suite 223	Norcross GA 30093
	St Louis, MO 63110	Phone: 770-564-0074
	Phone: 888-417-2457	Fax : 770-564-9244
	Fax :	
Terms	Net 30	

Ship Via		Ship Via Service	PO Agent				
Vendor Delivery		Standard Service	Lisa Carr				
Quantity	Product Code	Description	Due Date	Unit Cost	U/M	Cost	
700.00		APEX VAULT DISPLAY https://iseeinnovation.com/product/apex-cooler-door-rack-display-2/ Job# 625984	1/14/22	\$22.00	PerEach	\$15,400.00	
This Purchase Order is subject to KDM's standard terms and conditions, a copy of which is attached						Total	\$15,400.00

KDM SIGNS, INC. d/b/a KDM P.O.P. SOLUTIONS GROUP ("PURCHASER") -- PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. Seller's commencement of work on the goods or services subject to the purchase order between Purchaser and Seller (the "Purchase Order"), or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of these purchase order Terms and Conditions. Any such acceptance is limited to acceptance of the express terms contained herein and on the face hereof. Seller agrees that the terms and conditions set forth herein shall govern the relationship between Purchaser and Seller with respect to the goods and/or services that are the subject matter hereof, and that no other terms and conditions not specifically agreed upon by Purchaser shall be binding upon Purchaser. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Purchase Order shall be deemed material and are objected to and rejected.

2. Termination for Convenience of Purchaser. Purchaser reserves the right to terminate the Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed and products produced prior to the notice of termination, plus actual direct costs resulting from termination, but excluding additional overhead and profit. Seller shall not be paid for any work done or products produced after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

3. Termination for Cause. Purchaser may also terminate the Purchase Order or any part thereof for cause in the event of any material default by the Seller or if the Seller fails to comply materially with any of the terms and conditions of this agreement. Late deliveries, deliveries of products which are defective or which do not conform to the agreement, and failure to provide Purchaser, upon request, with reasonable assurances of future performance shall all be causes allowing Purchaser to terminate the Purchase Order for cause. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

4. Confidentiality. Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this agreement, unless Seller obtains written permission from Purchaser to do so. This Section shall also apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with the Purchase Order. Seller must (i) employ safeguards appropriate for confidential information and trade secrets; (ii) not permit the use or disclosure of any confidential information to any person other than those who have a need to know to fulfill the Purchase Order; (iii) report to Purchaser any attempted use of the confidential information in violation of the agreement; and (iv) not reproduce or copy any confidential information except as required to fulfill the Purchase Order. When no longer required to fulfill the Purchase Order, Seller will return such confidential information or destroy it and provide acceptable proof thereof as Purchaser directs. Seller acknowledges that any breach of the provisions of this section would cause irreparable harm and therefore Purchaser, in addition to all other relief available at law or in equity or under this agreement, shall be entitled to equitable relief including injunctions and any other or additional relief available under the Uniform Trade Secrets Act as enacted in the State of Ohio, including attorney's fees even if the confidential information under consideration does not amount to a trade secret under that act.

5. Warranty. Seller expressly warrants that all goods and services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material and/or workmanship. Seller warrants that all goods will conform to any statements made on the packaging, labels or advertisements for such goods, and that any goods tendered hereunder by Seller to Purchaser will be adequately contained, packaged, marked, and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be fit for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to mutually agreed upon specifications. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns and customers, and users of products sold by Purchaser. Said warranties shall be in addition to any other warranties, express and implied, given to Purchaser by Seller or otherwise implied by law. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Purchaser in doing so. Seller shall also indemnify and hold Purchaser harmless from any direct, indirect, consequential, incidental, special and economic damages for which Purchaser may become liable in contract or tort where Seller's goods are unfit for the purposes intended by Purchaser or Purchaser's customer or any other end user. Seller expressly agrees to pay to the Purchaser all actual damages suffered by the Purchaser, including without limitation, loss of profit or income, loss of use, loss of production, loss of contracts and indirect and consequential damages.

6. Price Warranty. Seller warrants that the prices for the articles sold to Purchaser hereunder are not less favorable than those currently extended to any other customer of Seller for the same articles in similar quantities. In the event Seller reduces its price for such articles during the term of this agreement, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on the Purchase Order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

7. Delivery. All goods are to be delivered in accordance with the terms and instructions set forth on the Purchase Order, and at such times and in such quantities as agreed upon in the Purchase Order. Time is of the essence, and if delivery of items or rendering of services is not completed by the time agreed upon, Purchaser reserves the right, without liability to Seller and in addition to Purchaser's other rights and remedies, to terminate the Purchase Order by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss and/or additional expense incurred. In the event that mutually agreed upon delivery times are not met, Seller agrees to pay to the Purchaser all actual damages suffered by the Purchaser, including without limitation, loss of profit or income, loss of use, loss of production, loss of contracts and indirect and consequential damages. THE OBLIGATION OF SELLER TO MEET THE DELIVERY DATE SPECIFICATIONS AND QUANTITIES GOES TO THE

ESSENCE OF THE PURCHASE ORDER. TIME IS OF THE ESSENCE FOR THE PURCHASE ORDER.

8. Intellectual Property. Seller warrants that the use of the goods, or of the products resulting from the services provided by Seller covered in this agreement, does not and will not infringe on any third party rights, including any patent, trademark, trade secret or other intellectual property rights. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, or customers for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

9. Changes. Purchaser shall have the right at any time on reasonable notice to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost of providing the goods or services, or the time required for performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Section.

10. Inspection/Testing. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods which are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Purchaser receives goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in the agreement shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

11. Indemnification. Seller shall defend, indemnify and hold harmless Purchaser and its owners, subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, managers, employees and agents against any and all damages, claims, actions, losses, liabilities, awards, judgments, costs and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods and/or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or from the Seller's breach of this agreement or any warranty contained herein. This indemnification shall be in addition to the warranty obligations of Seller. The provisions of this Section shall survive the fulfillment or early termination of the Purchase Order indefinitely.

12. Assignments and Subcontracting. No part of this agreement may be assigned or subcontracted by Seller without prior written approval of Purchaser.

13. Set-Off. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

14. Waiver. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

15. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws rules thereof, and the United Nations Convention for the International Sale of Goods shall not apply.

16. Compliance with Equal Opportunity and Other Laws. By accepting the Purchase Order, Seller warrants and certifies that the goods have or will be produced in compliance with all applicable federal, state, and local laws, rules and regulations, including the Fair Labor Standards Act; Executive Order No. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and (38USC2012) Vietnam Era Veterans Readjustments Assistance Act of 1974 and their implementing rules and regulations pertaining to equal opportunity employment, in each case only as such laws and regulations are required by law to be imposed on Seller. Seller has and shall maintain in effect all licenses, permissions, authorizations, consents and permits that are necessary and appropriate for Seller to fulfill the Purchase Order and carry out its obligations under the agreement. Seller shall comply with all export and import laws of all countries involved in the sale of goods under the Purchase Order. Seller assumes all responsibility for shipments of goods requiring any government import clearance.

17. Amendment. This agreement may not be modified or amended orally or by course of conduct or trade between either or both of the parties hereto. This agreement may only be modified or amended by a writing duly executed and delivered by both parties.

18. Entire Agreement. The Purchase Order, which includes these Terms and Conditions, and any other documents referred to on the face hereof, constitute the entire agreement between the parties, and the same are sometimes collectively referred to herein as the "agreement". Unless the context clearly indicates otherwise, the use of the terms "goods" or "articles" in these terms and conditions shall mean the goods and articles to be provided by Seller to Purchaser under the Purchase Order. Any reference herein to the "goods" or "articles" provided by Seller to Purchaser hereunder shall include any and all services of Seller which are associated with or related to the goods.