



PURCHASE ORDER

From:

Talking Rain Beverage Co.
30520 SE 84th Street
PO Box 549
Preston, WA 98050

Purchase Order TRP-079209
Purchase Order Date: 8/19/2024

To:

iSEE Store Innovations LLC
Barb Robertson
3725 Foundry Way, Ste 223
St Louis , MO 63110
US

Ship To:

Orders must be confirmed within 48 hours of receipt. Confirmations must be emailed to the Talking Rain buyer listed below.

Ship Via
Receive By
Terms Net 30 days
Tax Ident. Type

Buyer Carol Dolsen
Confirm To cdolsen@talkingrain.com
Phone No. 425-222-4900
Vendor ID VN004875
Receiver:

#	Item No. Description	TR Barcode	Due Date	Unit	Unit Price	Quantity	Total Price
1	74840 Apex Starburst			Each	24.00	200	4,800.00

This Purchase Order is subject to the attached Terms and Conditions. Any additional or different terms proposed by Seller are not binding on Talking Rain.

Subtotal:	4,800.00
Invoice Discount:	0.00
Tax:	0.00
Total:	4,800.00

TALKING RAIN PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS OF ORDER.** Subject to the final sentence of this Section 1, these terms and conditions (which include the terms and conditions on the face of Talking Rain's Purchase Order ("Order")) state the entire understanding between the Vendor and Talking Rain and supersede (a) all other prior agreements, written or oral, between the Vendor and Talking Rain regarding the subject matter of this Order (except where the Order explicitly incorporates or references a written agreement between Vendor and Talking Rain, in which case the terms and conditions of that written agreement apply and supersede these standard terms) and (b) any additional or conflicting terms contained on Vendor's quote, acknowledgment, confirmation, invoice or similar documents. These terms do not apply to any order placed with Talking Rain's co-packers, vendors, or any other third parties with whom Talking Rain has an existing bottling agreement, co-packing agreement, supply agreement, purchase agreement or any other similar agreement that has an initial term of at least six months.

2. **WARRANTIES.** Vendor warrants and covenants that the goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof) supplied (a) will comply with all applicable laws, rules, regulations, codes and ordinances of the country(ies) of manufacture and of delivery; (b) will conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Talking Rain; (c) will be merchantable, of satisfactory quality, of good material and workmanship and free from defects; (d) if ordered for a specific purpose, will be fit for their intended purpose, (f) in the absence of contrary specifications, will be of the highest grade and quality; (g) will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "Act"), or within the meaning of any state food and drug law; and (h) are not articles which may not be introduced into interstate commerce under Section 404 or 505 of the Act.

3. **ACCEPTANCE.** Talking Rain will have 15 calendar days after delivery or performance within which to inspect and accept the goods or services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Talking Rain's right to take any one or more of the following actions: (a) reject nonconforming goods or services, (b) recover damages or (c) exercise any other remedies to which Talking Rain may be entitled. Acceptance of goods or services will not waive any rights or remedies accruing to Talking Rain as a result of any breach of the Order. Rejected goods may be returned to Vendor or otherwise disposed of at Vendor's cost and expense.

4. **PRICE AND TAXES.** Price and delivery terms are as stated on the face of the Order, and may not be changed without Talking Rain's written consent. Unless otherwise provided on the face of the Order, the price includes (a) all costs to comply with the terms and conditions of the Order, (b) all taxes, including sales, use, excise, value added and other taxes, and (c) all fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. If Talking Rain is required to pay any taxes or other imposition, Vendor will promptly reimburse Talking Rain.

5. **INVOICING AND PAYMENT.** Vendor will invoice Talking Rain for the amounts due under the Order. Except as stated on the face of the Order, Talking Rain will pay Vendor all undisputed amounts within 45 calendar days after receipt of the applicable invoice or receipt of the goods (or performance of the services), whichever is later.

6. **DELIVERY AND RISK OF LOSS.** Vendor will deliver the goods and perform the services that are the subject of the Order by the delivery and performance dates stated on the face of the Order. If, in order to comply with the performance date stated on the face of the Order, Vendor must ship by a more expensive means than that specified in this Order, Vendor shall bear the increased transportation costs resulting therefrom (unless the necessity for such shipment change has been caused by Talking Rain. Except as stated in the delivery terms on the face of the Order, Vendor assumes all risk of loss of or damage to the goods (or any part thereof) until the goods are physically delivered to and accepted by Talking Rain.

7. **INDEMNIFICATION.** Vendor shall indemnify Talking Rain, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (a) any non-conforming goods or services; (b) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Vendor; (c) any leak or spill of any materials, substances or chemicals while being transported or delivered to Talking Rain or while on Talking Rain's premises; (d) any breach by Vendor of any term or condition contained in the Order; or (e) the negligent acts or omissions, or willful misconduct of Vendor, Vendor's subcontractor's, employees, agents, representatives and any person performing services under the Order. Without limiting the foregoing, Talking Rain may require Vendor to re-deliver against non-conforming goods or re-execute non-conforming services at Vendor's cost and expense.

8. RECALL. In addition to Vendor's obligations under Section 7, if there is (a) any matter which may result in a safety risk to consumers arising from the goods or services provided under the Agreement or (b) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the goods provided under the Order, Vendor shall (a) provide reasonable assistance to Talking Rain in developing and implementing a strategy, and (b) where practicable and as soon as possible give Talking Rain advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

9. INSURANCE. Vendor shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at Talking Rain's request.

10. CANCELLATION/TERMINATION. Except as prohibited by applicable law, Talking Rain may terminate all or any part of this Order without cause prior to shipment of the applicable goods or performance of services by providing written notice to Vendor. In the event of such termination, Vendor shall immediately stop all work and deliveries under this Order, with the goal of minimizing the cost of termination. Vendor will not be paid for any work done or deliveries initiated after receipt of the notice of termination, nor for any costs incurred by Vendor which could have reasonably been avoided. No amount for anticipated profit on work not performed or goods not delivered will be recoverable by Vendor. Additionally, Talking Rain may immediately terminate the Order at any time, including after shipment, if Vendor breaches any term or condition of the Order or becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law by providing written notice to Vendor.

11. FORCE MAJEURE. Each party will be excused from a failure to perform or a delay in performance to the extent caused by events beyond its reasonable control. The party claiming excuse from performance must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The party claiming excuse from performance must give prompt written notice to the other party of the event, specifying its nature and anticipated duration. If Vendor's performance is excused or delayed for more than twenty (20) calendar days, Talking Rain may terminate the Order by giving Vendor written notice, which termination will become effective upon receipt of notice. If Talking Rain terminates the Order, Talking Rain's sole liability will be to pay any balance due for conforming goods and services delivered by Vendor before receipt of Talking Rain's termination notice.

12. WAIVER. Any waiver by either party of a breach of any provision of this Order shall not operate as, or be construed to be, a waiver of any other breach of such provision of this Order. Failure by either party to insist upon strict adherence to any term of this Order on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Order.

13. SURVIVAL OF OBLIGATIONS. Section 2, 6 through 9 and 14 shall survive the termination or completion of the Order.

14. GOVERNING LAW. The Order, including its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims, whether arising in contract, tort or otherwise, shall be governed, construed and enforced in all respects in accordance with the laws of the State of Washington, excluding Washington's conflicts of law principles. The UN Convention on Contracts for the International Sale of Goods (the "Convention"), and any national, state or provincial laws adopting the Convention, will not apply to this Order.