ALSAC/ST. JUDE PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: This Order is for the purchase of the goods described on the front side hereof and is the Buyer's offer to the Seller. Acknowledgement hereof by the Seller or its written confirmation shall constitute acceptance of this Order, and the terms and conditions herein set forth. In the absence of acknowledgement, delivery to and acceptance of the goods by the Buyer shall constitute a contract on the terms and conditions hereof.

2. DELIVERY TIME: The Buyer's schedules are based upon the agreement that materials will be delivered to the Buyer by the date specified on the face of this Order. Time is therefore of the essence. If deliveries are not made at the time agreed upon, the Buyer reserves the right to cancel or to purchase elsewhere, and hold the Seller accountable therefor. Seller shall adhere to the U.S.A. Department of Homeland Security regulations and shall allow adequate time for compliance and delivery of the goods.

3. RISK OF LOSS: Risk of loss shall be upon the Seller until the goods are delivered to the Buyer's stated FOB or CIF location.

4. BUYER'S REJECTION: The Buyer may reject and return, at the Seller's expense, any goods which do not conform to the Buyer's specifications as to quality or quantity or to the Seller's warranties or samples. The Buyer's time to inspect the goods and give appropriate notices under the Uniform Commercial Code is hereby lengthened to 60 days. No goods are to be tendered by the Seller after the expiration of the specified date without the Buyer's written consent.

5. PRICE: If omitted from this Order, the price shall be the lowest prevailing market price, but never more than the Seller's last quotation or price last charged to the Buyer. The Buyer is not obligated to pay for any boxing, crating or cartage charges, nor to purchase any dies, tools, molds, engravings, drawings, or similar items unless specifically agreed to by the Buyer in writing.

6. TAXES: American Lebanese Syrian Associated Charities (d.b.a. ALSAC, ALSAC/ St. Jude Children's Research Hospital, ALSAC / St. Jude) is exempt from all state and local taxes as designated by the following state authorities: Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oregon, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin, and Wyoming. All applicable taxes due to the states not listed must be billed by the Seller.

7. CONFIDENTIALITY: The Seller agrees that any information or processes received from the Buyer shall be the property of the Buyer, shall be preserved in confidence by the Seller and shall not be disclosed to third persons except to the extent such disclosure is necessary for performance on this Order. The Seller will return all confidential material furnished to the Seller by the Buyer. This Order is not a license and Seller shall have no right to use any of Buyer's logos, marks or trademarks.
8. WARRANTY: The Seller expressly warrants that the goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code; that the goods shall conform to the specifications, drawings or sample specified by Buyer or furnished by Seller; shall be free from defects in material, design and workmanship; shall be suitable for the intended use and shall conform to all requirements of federal, state and local law applicable to the goods and the intended use of such goods. The Seller further warrants that if the goods are intended for human consumption they shall be wholesome and fit for such purpose. This warranty shall survive any inspection, delivery, acceptance or payment by the Buyer of the goods. Seller warrants that it possesses any licenses, qualifications and registrations necessary to sell the goods to the Buyer.

9. INSURANCE: Seller shall maintain the following insurance coverage and in the limits stated, in form and amount and with insurance companies reasonably acceptable to Buyer: Workers Compensation Insurance, with statutory limits; Comprehensive Commercial/General Liability Insurance, including contractual and products liability; completed operations coverage with minimum limits of $1,000,000 per occurrence; Property – Marine/Transit Insurance for the replacement value of the goods; and vehicular liability insurance with minimum limits of $1,000,000 per occurrence or with such higher limits as the Buyer shall reasonably request. Seller shall cause such policies to be endorsed to provide that Buyer is an additional insured. The Seller shall provide an original Certificate of Insurance to the Buyer evidencing such coverage and endorsements, which certificate shall provide that the insurances described therein shall not be terminated or cancelled without thirty (30) days prior written notice to Buyer. Seller shall provide such Certificate of Insurance within ten (10) days of the date of this Order or within ten (10) days of Buyer's written request therefore whichever is the later date, and, should Seller fail to do so, then Buyer may cancel this Order with no further liability except to pay for goods delivered and accepted as of the date of termination. All insurances shall respond in the U.S.A. to claims. Seller shall provide a copy of its policies upon ten (10) days written request by Buyer. Should Seller fail to do so, Buyer may cancel this Order.

10. CHANGES: The Buyer may at any time make changes in the quantity or specifications of the goods or may change any other term or condition of this Order by written notice to the Seller. Any claim for an adjustment to the prices, time of performance or other term or condition must be made by the Seller within 15 days of receipt of such change.

11. COMPLIANCE WITH LAWS: The Seller certifies that it is, and that the goods to be delivered to Buyer under this Order are, and shall be, in all respects, in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of all federal, state and local governments respecting trade practices, the design of the goods and component materials of the goods. Goods are to be designed, manufactured and labeled to meet or exceed all applicable federal and state laws and regulations, including but not limited to the "small parts" requirements and other safety regulations administered by the U.S. Consumer Product Safety Commission pursuant to Title 16 of the Code of Federal Regulations, and where applicable, goods will also comply with ASTM Standard F963 (Consumer Safety Specifications on Toy
Safety) and any other generally accepted voluntary industry standard in effect as of the date of manufacture.

12. ASSIGNMENT: The Seller shall not assign this Order or any interest herein including performance, or any monies due hereunder without the Buyer's prior written consent. Any attempted assignment shall be void.

13. CANCELLATION: Upon written notice to the Seller, the Buyer may cancel this Order, in whole or in part, without liability. The Buyer may terminate the Order for services at any time prior to the performance, with or without cause, or may terminate this Order for cause at any time without liability except to the extent the Seller submits an itemized invoice for work actually performed to date of termination. Upon receipt of termination notice, the Seller shall, to the extent specified therein, stop all work hereunder and take any necessary action to protect any property in the Seller's possession in which the Buyer has or may acquire an interest. Any termination claim must be submitted to the Buyer within 60 days of the effective date of termination. Any cancellation or termination by the Buyer shall be without prejudice to any claims or rights of the Buyer against the Seller.

14. GOVERNING LAW: This Order and the acceptance of it shall constitute a contract made in the State of Tennessee and governed by the laws thereof. Exclusive jurisdiction of any claim or controversy arising from this agreement shall be in the state or federal courts of Shelby County, Tennessee."

15. FORCE MAJEURE: Neither party shall be liable for delays or failure of performance caused by events beyond their control. When one party claims excuse under this paragraph, it must give written notice to the other party.

16. INSOLVENCY: The Seller shall notify the Buyer, if the Seller becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors or if a receiver or trustee is appointed of or for any of the Seller's business. The Buyer may cancel this Order at the Buyer's option without liability.

17. PATENTS, TRADEMARKS, COPYRIGHTS: The Seller warrants that goods furnished under this Order do not infringe any patent, trademark, trade name or copyright and agrees to indemnify and hold harmless the Buyer and all persons claiming by, through or under Buyer (the "vendees") from all claims, damages or expenses (including legal fees) incurred by the Buyer or its vendees by reason of such claims. Unless specifically agreed to the contrary, any copyright in any material prepared by the Seller in fulfillment of this Order shall be the sole property of the Buyer. Seller shall not have the right to duplicate any design, mark, trademark or logo provided by Buyer for any other purpose and may not use same in any advertising conducted by Seller.

18. GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach of any conditions of this Order shall constitute a waiver of any other breach or provision. Upon Buyer's request, Seller shall provide details of the manufacturing process, materials specifications, flammability ratings, labels, specifications of any
packing materials and any other aspect of the production and use of the goods.

19. INDEMNIFICATION: Seller shall save, indemnify and hold harmless Buyer from and against all claims whatsoever and expenses (including attorneys fees) arising from bodily or property damage arising from the use, ownership or possession of the goods by any person at any time, arising from any breach of warranty, express or implied, by Seller, arising from a breach of the agreements under this Order or resulting from the Seller’s, its employees’ or agents’ performance under this Order, action or failure to act.

20. SETOFFS AND COUNTERCLAIMS: All claims for money due or to become due from the Buyer shall be subject to deduction by the Buyer for any setoff or counterclaim arising out of this or any other of the Buyer's Orders with the Seller, whether such set off or counterclaim arose before or after any such assignment by the Seller.