



# fairechild

This product sale agreement (the "Agreement") is effective as of:

**DATE:** November 12th, 2021

**BETWEEN: FAIRECHILD INC. ("FC")** a corporation organized and existing under the laws of the Province of Nova Scotia, Canada.

**AND:** \_\_\_\_\_ (the "Customer"), a corporation organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_ with its head office located at: \_\_\_\_\_  
(province or state) (country)

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

## 1. SALE OF GOODS

- 1.1 Product Use.** FC products ("Products") purchased pursuant to this Agreement or otherwise acquired by the Customer shall be solely and exclusively for professional use and/or resale to end user consumers ("Consumers").
- 1.2 Anti-Diversion.** All sales and/or distribution of FC Products not expressly permitted by this contract are considered diversion ("Diversion"). With each order of FC Products, Customer represents that the Products being ordered are for Retail use and sale to individual customers ONLY, as expressly provided in this contract.  
(i) the Customer will not distribute or sell the Products in bulk or resale to any other business, wholesaler, or re-distributor. (ii) the Customer will not remove, obliterate, hide, mask, alter, or otherwise tamper with the batch codes, tracking codes, serial numbers, labels or other codes located on the Products. (ii) the Customer will not offer for sale, sell or distribute any Products associated with a tester or sampling program, or any Products specifically labeled as, or intended for, "retail use only" or "not-for-re-sale"; nor distribute or sell any Product displays or merchandising items designed and intended for marketing purposes.
- 1.3 Order Minimums.** Fall Winter and Spring Summer season initial order minimum requirement is \$2000. Re-order's within the season have an order minimum requirement of \$500. Orders must include multiples of style/color.
- 1.4 Damaged Products.** The Customer agrees not to sell or distribute any damaged products.
- 1.5 Product Returns.** Any Consumer returns of Product to the Customer, which are then returned to FC, will be credited at 100% of the Customer's cost (not including shipping or handling charges); provided that the returned Product is delivered to FC together with proof of Customer's issuance of a credit to the Consumer. FC may, in its sole discretion, accept merchantable and sale able Product for return by the Customer for any other reason; provided, however, that any returned Product will be subject to a restocking charge of 25% of the Customer's cost of the Product (not including shipping and handling) and, additionally, Customer shall be responsible for



# fairechild

any shipping and handling costs in connection with the return. Any credit issued in connection with this Section will be issued solely in Product to the Customer.

- 1.6 Sale Items.** The Customer agrees that items will not be put on sale at a discount greater than 25% of the original selling price until mid-season i.e. Nov 30th for Fall/Winter and May 30th for Spring/Summer for a maximum of 4 days without exception, this includes store wide discount codes etc.  
End of season sale cannot commence before December 26th for Fall/Winter and June 30th for Spring/Summer collections
- 1.7 Remedies.** Without limiting any other rights or remedies, FC, at its own discretion, may immediately terminate this Agreement if FC believes in its sole discretion that Customer has violated any of the restrictions set forth in section 1.

## **2. SHIPMENT AND PAYMENT**

- 2.1 Delivery and Acceptance.** Unless otherwise provided by FC in writing, all product shipments should be made freight on board originating warehouse, at which time the title, risk of loss or damage should pass to the Customer when the products are transferred to the carrier.
- 2.2 Payment.** Customer shall pay the invoiced amounts for the Products (and any associated freight, shipping and handling) via wire transfer on or before the time of shipping, or by an alternative method of payment approved with prior written consent of FC. If any charge, or other agreed upon method of payment, is not paid or honoured for any reason whatsoever, Customer shall be deemed to be in default under this Agreement and payment shall be deemed past due from the date of the underlying invoice and, in addition to any remedies to which FC may otherwise have, FC may hold any then pending shipment to Customer. Except as otherwise expressly agreed upon in writing by FC, Customer shall be responsible for all shipping, handling, freight, insurance costs and taxes (or the like) in connection with any Order.
- 2.3 Past Due Amounts.** Past due amounts shall bear a late payment charge, until paid, at the rate of one and one half percent (1.5%) per month.
- 2.4** All orders placed are subject to a 10% restocking fee if canceled at any time
- 2.5** Any change of location and/or selling channel(s) of your store needs to be notified in writing to us as this may affect other clients or stores, or our commercial interests.

## **3. E-COMMERCE**

- 3.1** Any use by the Customer of FC trademarks, copyright material or other intellectual property on the Internet or any other electronic medium for the advertising of products or for other non sales purposes must be approved in writing in advance by FC.
- 3.2** Notwithstanding the foregoing, the Customer may state on its website that it sells FC products.



# fairechild

## **4. ADDITIONAL TERMS AND CONDITIONS.**

- 4.1** Intended Use. Without limitation, FC shall have no liability for any use of the Products by the Customer, its professional staff or employees, Consumers or any other clients, customers or independent contractors of the Customer, other than the intended use of the Products as described in educational materials or other written information provided by FC to the Customer.
- 4.2** The Customer understands and acknowledges that FC may change the prices of any of the Products and its terms and conditions of sale at any time, and from time to time, upon not less than thirty (30) days' notice to the Customer.

## **5. PROPRIETARY RIGHTS.**

- 5.1** Trademark. The Customer shall have no right to use any trademark or trade dress of FC, registered or otherwise (collectively, the "FC Trademarks") or any images of the Products that include the FC Trademarks in any manner (including in advertisements and promotional materials and on the Internet or any other electronic medium) except as specifically authorized by FC in writing in advance.
- 5.2** Media Rights. The copyrights to all images, pictures and posters and other media provided to the Customer by FC are owned by FC, and such images, pictures and posters may only be used in the manner specifically authorized by FC.
- 5.3** Materials. Materials copied or taken from FC literature must be used exactly as provided or written. Changing a word or two may change the real meaning or definition. FC retains complete title and ownership to any materials provided and all property rights therein. All other rights reserved.

## **6. TERM AND TERMINATION**

- 6.1** Term. This Agreement shall commence on the date first written above and continue in effect for one (1) year (Agreement Period). The Agreement period shall be automatically renewed for additional one-year terms unless a party gives notice to the other party, at least 30 days prior to the expiration of the then current period, of such party's intention to terminate the Agreement Period.
- 6.2** Rights and Obligations Upon Termination. Upon any expiration or termination of this Agreement, all rights and obligations of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) of this Agreement shall survive.

## **7. DISCLAIMER**

- 7.1** Indemnification. Customer agrees to indemnify and hold harmless FC, its affiliates, agents, independent consultants, and their respective officers, directors, employees, and agents from any and all liabilities, claims, expenses and damages, including reasonable legal fees and costs, arising out of or in any way related to Customer's sale of FC Products or use of information regarding FC Products or in connection with Customer's account or any other person's use or access to FC products by or through Customer's account, with or without Customer's permission.



# fairechild

## 8. MISCELLANEOUS

**8.1** Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

**8.2** Non-Exclusivity. Customer acknowledges and agree that the relationship created by this Agreement is non-exclusive and that nothing in this Agreement shall prevent, limit or otherwise restrict FC's ability to engage, in its sole discretion, with other customers, independent contractors or other entities regarding the sale or use of its products.

**8.3** Force majeure. Any failure by FC of any of its obligations, including fulfillment of any order, will be excused in the event of an unforeseen event beyond FC's reasonable control. Such events will include, but are not limited to, strikes, blockade, war, mobilization, revolutions or riots, natural disasters and shortages.

**8.4** Authority to Do Business. Customer is a proprietorship, self-proprietorship, partnership, organization, corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its registration or incorporation and has all requisite power and authority to carry on its business as presently conducted and to enter into this Agreement and any addendum's hereto.

**8.5** Notices. All notices, requests, demands and other communications hereunder shall be made in writing and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) five (5) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, to 15 Dahlia Street, Dartmouth, Nova Scotia, B3A 2R8, Canada and to the Customer at the address set forth on the signature page to this Agreement, or (c) one (1) business day after being delivered to a reputable overnight courier service, prepaid, marked for next day delivery, 15 Dahlia Street, Dartmouth, Nova Scotia, B3A 2R8, Canada and to the Customer at the address set forth on signature page to this Agreement.

**8.6** Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the matters herein contained, and supersedes and replaces all prior agreements. There are no representations, warranties, promises, covenants, or undertakings, other those expressly stated herein

**8.7** No Modification. No waiver or modification of any of the terms of this Agreement shall be valid unless the same is reduced to writing and signed by the parties hereto.

**8.8** Governing Law; Jurisdiction. This Agreement shall be governed, construed, and enforced exclusively in accordance with the laws of the Province of Nova Scotia and federal laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of the said province construed in accordance with the laws of the Province of Nova Scotia.

**8.9** Headings. The headings contained in this Agreement are for convenience or reference only and do not form any part hereof and in no manner modify, interpret, or construe the Agreement between the parties hereto.

**8.10** Sever-ability. Each provision is declared to constitute a separate and distinct covenant and to be sever-able from all other such separate and distinct covenants. If any provision of this Agreement is held to be wholly invalid, such invalidity shall not affect any other provision or application of this Agreement that can be given effect without the invalid provision or application



# fairechild

**8.11 Independent Legal Advice.** The parties to this Agreement acknowledge that they have had an opportunity prior to executing this Agreement, to review and seek independent legal advice with respect to the terms and conditions of this Agreement.

**8.12 Time.** Time shall be of the essence of this Agreement, and of every part hereof.

**8.13 Counterparts; Delivery by Facsimile.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party hereto to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Any executed counterpart of this Agreement may be delivered by electronic delivery of a facsimile signature and such delivery shall be deemed to be the delivery of the original thereof.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the date first set forth above.

## **FAIRECHILD INC.**

**FC Representative:** Tabitha Osler

**Title:** CEO

**Date:** November 12th, 2021

**Signature:** *Tabitha Gayn Osler.*

## **CUSTOMER**

**Business Name:**

**Business Address:**

**Business Telephone Number:**

**Signature:**

**Printed Name:**

**Position:**

**Date:**