

Retailer Agreement

This Retailer Agreement (this "Agreement") is made effective as of **DATE** _____, between **Darrington Press LLC and Gilmore's Glorious Goods LLC**, of 2025 North Lincoln Street Burbank, CA 91504 ("Seller"), and **ENTITY** _____, of **ADDRESS** _____ ("Retailer").

ITEMS PURCHASED. Seller agrees to offer to Retailer for sale the products (the "Goods") in accordance with the terms and conditions of this non-exclusive Agreement: Goods will be defined by future invoices provided by the Seller to the Retailer in accordance with the terms and conditions of this non-exclusive Agreement.

PRICING AND ORDERS. Goods will be ordered at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by Seller from time to time and in effect at the time Seller accepts the order. Seller reserves the right to change prices upon reasonable notice to Retailer for subsequent purchases. Seller agrees to exercise commercially reasonable best efforts to supply Goods to Retailer in a timely fashion.

SALE OF PRODUCTS. Seller agrees to sell Goods at the prices indicated herein in accordance with order procedures as may be reasonably communicated by Seller from time to time. The Seller may amend prices upon notice to Retailer, provided any such amendment shall reflect similar prices applicable to the Goods and contemporaneously offered to other retailers similarly situated.

MSRP

Products or goods purchased from Seller shall only be sold at the manufacturer's suggested retail price (MSRP) located in the line sheet or on our website (shop.critrole.com). Permission for sale events by Retailer must be requested in writing to Seller and will typically be granted on a semiannual basis.

TAXES. The parties agree that payment of any taxes levied on the Goods (other than taxes based on income) shall be Retailer's sole responsibility (including, without limitation, federal, state, local, use or similar taxes), and Retailer shall report and pay such taxes to the appropriate taxing authority as required by law.

TITLE/RISK OF LOSS. All Goods shall be sent in accordance with Seller's then current shipping policies, including, without limitation, the use of cartons bearing external art work or labels as designated by Seller. Retailer shall pay reasonable shipping costs in accordance with its shipping instructions, but Seller shall be responsible for packaging, shipping and safe

delivery and shall bear all risk of damage or loss until the Goods are delivered to Retailer's address.

RETAIL STORE FACILITIES. Retailer will offer Goods from its retail store locations as mutually agreed upon by the parties in accordance with terms set forth in the Agreement. Retailing on aggregators, third party distributors, resellers, or websites, such as Amazon and eBay, is expressly prohibited. Seller products will be sold to end customers ONLY. We do not accept third party selling or marketing (i.e., web link for product published on Amazon) on Amazon or any other consumer site. If this policy or the pricing policy is violated, Retailer will be required to immediately return all Goods at Retailer's expense, plus a 15% restocking fee. If there is a question as to whether a Retailer is selling Goods in unapproved Facilities, Seller's determination shall be binding.

We are not currently authorizing online-only retailers.

WARRANTIES. Retailer shall be entitled to any manufacturer warranties generally offered in connection with the products, subject to their terms and enforceability. Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER liability, if any, for defective Goods, is limited to replacement, repair or refund of the defective Goods, at SELLER option.

SELLER agrees to indemnify, hold harmless, and protect Retailer, its affiliates, successors, assignees, customers, and users from any and all claims, demands, suits at law or equity, and all expenses including attorneys' fees, involving infringement or alleged infringement of any patent, trademark, or copyright resulting from the purchase, use, or sale of the Goods.

INTELLECTUAL PROPERTY. Retailer shall obtain no right, title or interest in or to any of the proprietary rights of Seller, Goods manufacturers or their licensors, including without limitation, rights in or to the trademarks, trade names, slogans, logos, copyrights and patents owned, registered, pending registration or used by any of them. Any such use of such intellectual property shall be by prior written consent and according to policies and guidelines communicated by Seller.

TERMINATION. This Agreement is perpetual but may be terminated as to any party, for or without cause, upon 15 days' written notice to the other party.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- A. The insolvency or bankruptcy of either party.
- B. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- C. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Agreement if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly

over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

DUTY TO COOPERATE. Retailer will cooperate with any requests from Seller regarding governmental inquiries or investigation requests.

NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Retailer may not assign or transfer this Agreement without prior written consent of the Seller.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

SIGNATURES.

Seller's Signature: _____

Print Name: Eduardo Lopez

Address: 2025 North Lincoln Street Burbank,
CA 91504

Telephone: 917-406-9862

Email: ed@critrole.com

Retailer's Signature: _____

Print Name:

Retailer's Name:

Address:

Telephone:

Email:

Date:

Upon completion, please return this form by email to Katie Lowther at: Katie@critrole.com.