

## HOLLY HANNA FLORAL LLC TERMS AND CONDITIONS OF SALE

1. Holly Hanna Floral Terms and Conditions Control the Agreement.
  - a. These terms and conditions are incorporated into and made a part of the agreement or proposal (“Agreement”) by Holly Hanna Floral LLC and any of its affiliates (“Holly Hanna Floral”) to sell to the named Buyer the goods referenced on the proposal in the form of an Inspiration Presentation, Price Sheet, and/or invoice (“Goods”) and services (including, without limitation, any material management, assembly services, design services and delivery services (whether performed by Holly Hanna Floral or a subcontractor)) referenced on the Inspiration Presentation, Price Sheet and/or invoice (“Services”). The Agreement expressly limits Buyer’s acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by Holly Hanna Floral of any offer or counteroffer of Buyer, and Holly Hanna Floral hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to Holly Hanna Floral with respect to the Agreement.
  - b. If Buyer has submitted or will submit additional and/or different terms and conditions to Holly Hanna Floral, or submit a counteroffer to Holly Hanna Floral, Holly Hanna Floral subsequent performance will not be construed as either acceptance of Buyer’s additional and/or different terms and conditions or Buyer’s counteroffer, nor will Holly Hanna Floral subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.
2. Prices.
  - a. Unless otherwise agreed to by Holly Hanna Floral in writing, Holly Hanna Floral prices for the Goods and Services will be the prices stated on the Inspiration Presentation, Price Sheet and/or invoice or Holly Hanna Floral standard prices for such Goods and Services as of the date hereof; provided, however, that Holly Hanna Floral may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment or delivery of Goods or performance of Services, as the case may be.
  - b. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. Holly Hanna Floral and Buyer acknowledge and agree that money damages for any and all breaches of Buyer’s obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm Holly Hanna Floral. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, Holly Hanna Floral shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which Holly Hanna Floral may be entitled at law or in equity.
3. Specifications.
  - a. Unless Holly Hanna Floral has expressly agreed otherwise in writing, it is Buyer’s responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **HOLLY HANNA FLORAL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**
  - b. Holly Hanna Floral does not guarantee that product details in images are 100% accurate representations of the sizes and the exact hue and tint of color depicted in the Inspiration Presentation.
  - c. All prices and services provided are subject to availability and limited quantities. In the event of an item described by Holly Hanna Floral being unavailable or unsuitable, Holly Hanna Floral reserves the right to substitute.

- d. In the event of a typographical error relating to price or quantity of an item described by Holly Hanna Floral, Holly Hanna Floral reserves the right to refuse to fill any order(s) that rely on such typographical error. All prices and services provided are subject to availability and limited quantities.
4. Submissions.
    - a. If Buyer makes, or allows any third party to make, material available including, without limitation, text, names, graphics, designs, colors, logos, files and any such material ("Submissions"), Buyer is entirely responsible for the content of, and any harm resulting from, such Submissions. By submitting any Submissions, Buyer represents and warrants that (i) Buyer has the full right and authority to submit such Submissions, and that no such Submissions are subject to any copyright or other proprietary right of a third party. By submitting Submissions, Buyer grants Holly Hanna Floral a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Submissions.
    - b. Without limiting any of those representations or warranties, Holly Hanna Floral has the right (though not the obligation) to, in Holly Hanna Floral sole discretion to refuse any Submission that, in Holly Hanna Floral reasonable opinion, violates any Holly Hanna Floral policy or is in any way harmful or objectionable. Holly Hanna Floral will have no obligation to provide a refund of any amounts previously paid.
    - c. Holly Hanna Floral will be entitled to use, edit, reproduce, publish, translate, sublicense, copy and distribute and/or incorporate into other works in any form Submissions for any commercial or other purpose whatsoever without compensation or other accounting to Buyer or any other person sending the Submissions, and will not incur any liability as a result of any similarities that may appear in our future operations. Buyer will continue to be responsible for the substance of the Submissions including, without limitation, any indemnification obligations related to such Submissions. Holly Hanna Floral is not required to treat any Submissions as confidential.
  5. Permitting, Licensing and Access.
    - a. Buyer must provide Holly Hanna Floral with accurate and complete information, documentation, and materials necessary for Holly Hanna Floral to complete the Services, including, without limitation, artwork, color samples, material samples, permits, plans, and all applicable information. Compliance with rules, codes or regulations shall be the responsibility of Buyer, unless otherwise agreed.
    - b. Buyer is responsible for final proofreading of the Inspiration Presentation and Price Sheet before their release for creation. In the event that Buyer has approved work containing errors or omissions, Buyer shall incur the cost of correcting such errors.
    - c. Buyer must provide unobstructed access to the site of delivery.
  6. Shipment and Delivery of Goods; Performance of Services.
    - a. Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment or delivery.
    - b. Shipment of all Goods shall be made F.O.B. point of shipment.
    - c. Any shipping and delivery dates for Goods or performance dates for Services given in advance of actual shipment or delivery of Goods, or performance of Services are Holly Hanna Floral best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with Holly Hanna Floral. Unless otherwise agreed to by Holly Hanna Floral in writing, Holly Hanna Floral may, in its sole discretion, use any commercial carriers for shipment of the Goods. Holly Hanna Floral will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but Holly Hanna Floral reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.
    - d. Unless otherwise agreed to by Holly Hanna Floral in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.
    - e. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.
    - f. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to Holly Hanna Floral for any losses, damages, or additional expenses incurred or suffered by Holly Hanna Floral as a result of Buyer's inability to receive the Goods.

- g. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt.

7. Payment.

- a. All payments for Goods and Services must be made in United States currency unless specified in writing by Holly Hanna Floral. Payments for Goods and Services will be made by such means as Holly Hanna Floral may specify, such as by cash or check, provided that Holly Hanna Floral may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.
- b. Payment for Services as a design fee is due at the time of order and required to hold an event date.
- c. Payment for Goods and Services is due within 30 days from the date of Holly Hanna Floral invoice or the date of the delivery or the date of the event, whichever comes first; provided, however, that Holly Hanna Floral reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.
- d. Holly Hanna Floral shall have the right to offset any and all amounts due and owing from Holly Hanna Floral to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to Holly Hanna Floral under this Agreement.
- e. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by Holly Hanna Floral including, without limitation, attorneys' and collection agency fees, and all related disbursements.
- f. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law, whichever is less.

8. Cancellation.

- a. Buyer may cancel its order for Goods and/or Services, but only if notice is provided by Buyer in writing and Holly Hanna Floral agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by Holly Hanna Floral in connection with the placement of such order(s).
- b. Cancellations made less than 21 days in advance of date of shipment or delivery require payment in full for Goods and Services as ordered.
- c. Design fees are non-refundable.
- d. Holly Hanna Floral may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

9. Disclaimer of Warranties.

- a. Holly Hanna Floral shall use commercially reasonable efforts to ensure the suitability and conformance of the Goods and Services. Holly Hanna Floral warrants that the Services will be performed in a professional and workman-like manner.
- b. HOLLY HANNA FLORAL HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. Holly Hanna Floral shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

10. Exclusive Remedy.

- a. Buyer's EXCLUSIVE remedy against Holly Hanna Floral for any claim for, or arising out of, any defect in a Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at Holly Hanna Floral sole election, a refund of the purchase price of the Good.

- b. Buyer's EXCLUSIVE remedy against Holly Hanna Floral arising out of, or in connection with, any Service provided hereunder is the re-performance of that Service or, at Holly Hanna Floral sole election, a refund of the purchase price of the Service.
  - c. Buyer must provide notice and evidence of a defect in a Good or any Service in writing with photos clearly depicting such defect.
  - d. These remedies only will only be available to Buyer for 30-days after the Good is tendered or Service is provided to Buyer, and Holly Hanna Floral obligations under this Section will be void unless Buyer provides Holly Hanna Floral with notice of the defect in the Good or Service within 48 hours of discovery of the defect.
11. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) HOLLY HANNA FLORAL BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR COST OF REPLACEMENT GOODS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF HOLLY HANNA FLORAL IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) HOLLY HANNA FLORAL TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.
12. **Indemnification.** Buyer will indemnify, defend and hold harmless Holly Hanna Floral, its members, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, without limitation, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by Holly Hanna Floral employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not Holly Hanna Floral or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify Holly Hanna Floral for Holly Hanna Floral obligation, if any, to Buyer under the remedies described herein. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against Holly Hanna Floral or any other indemnified party resulting from any Claim, any court costs of Holly Hanna Floral or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by Holly Hanna Floral or any other indemnified party in Holly Hanna Floral defense of any Claim. Holly Hanna Floral will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against Holly Hanna Floral, Buyer or any third party.
13. **Product Suitability.** Goods sold by Holly Hanna Floral are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, Holly Hanna Floral cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, delivered, and used. Before purchase and use of any Goods, Buyer should review the national and local codes and regulations, and verify that the use of the Goods will comply with them.
14. **Ownership.** Holly Hanna Floral shall have and retain all right, title, and interest in and to any and all trade secrets, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such Holly Hanna Floral property pursuant to or in connection with this Agreement.
15. **Availability; Laws.** Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any national, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force

of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

16. Interpretation of the Agreement. None of Holly Hanna Floral or Buyer's members, shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of Holly Hanna Floral or by language included on the Inspiration Presentation, Price Sheet and/or invoice. Regardless of how many times Buyer purchases, or has purchased, goods and services from Holly Hanna Floral by whatever means, each time Buyer accepts the Agreement, Buyer and Holly Hanna Floral enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and Holly Hanna Floral, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and Holly Hanna Floral. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by Holly Hanna Floral expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by Holly Hanna Floral to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of Holly Hanna Floral to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.
17. Force Majeure. Holly Hanna Floral will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond Holly Hanna Floral reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents Holly Hanna Floral performance of any of its obligations under the Agreement, Holly Hanna Floral will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If Holly Hanna Floral is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, Holly Hanna Floral will have the right to allocate its available supply among its customers in whatever manner Holly Hanna Floral deems to be fair and equitable. In no event will Holly Hanna Floral be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by Holly Hanna Floral will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.
18. Electronic Consent. Buyer acknowledges that Buyer's electronic submissions constitute Buyer's agreement and intent to be bound by this Agreements. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including, without limitation, the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 ("E-Sign Act") or other similar statutes, BUYER HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED WITH HOLLY HANNA FLORAL. Further, Buyer hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to

payments or the granting of credits by other than electronic means. Buyer may obtain a copy of this Agreement by printing it now at no additional cost to Buyer or by contacting Holly Hanna Floral.

19. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules. If either Holly Hanna Floral or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. Holly Hanna Floral and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and Holly Hanna Floral and Buyer consent to extra-territorial service of process on Holly Hanna Floral and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of Holly Hanna Floral and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of Holly Hanna Floral under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.
20. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

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