

I.K.K.S. COMPAGNIE Corp. TERMS AND CONDITIONS

QUOTATIONS AND INVOICES. All quotations and invoices issued by I.K.K.S. COMPAGNIE Corp., ("IKKS") for the sale of its products ("Products") are subject to the terms and conditions set forth hereunder. These terms and conditions shall prevail over any previous terms and conditions or agreements.

ORDER. The minimum for any order is 200 pieces. No order that has been confirmed may be cancelled or modified without the prior written consent of IKKS.

DELIVERY. Delivery will take place on the date and at the location set forth on the face of the order with the express condition that the terms of payment are respected by the purchaser the payment for the Products and the extras be made at least one (1) week before delivery. All delivery times are approximate indications only. IKKS shall not be liable for any delay in performance or inability to perform occasioned by any cause beyond its control or beyond the control of any of its suppliers, including without limitation, strike, lockout or other labor difficulties, curtailment of or failure to obtain sufficient raw materials, labor or utilities, transportation difficulties, accidents, fires, acts of God, embargoes, foreign or domestic government regulations or any other cause of like or unlike nature beyond IKKS's control ("Force Majeure"). Notwithstanding any of the foregoing provisions, should the delivery delay exceed two months and not be attributable to Force Majeure, Purchaser may cancel its order thirty days after notice of non-delivery has been sent to IKKS by certified mail, at which time the total amount of deposits paid will be reimbursed without interest or indemnity.

RISK OF LOSS. Notwithstanding title to or ownership of the Products, the risk of loss shall pass to Purchaser as soon as the Products have been delivered to the common carrier for shipment to the Purchaser.

INSPECTION AND REJECTION. Purchaser acknowledges that prior to use, transfer or sell, it will fully inspect the Products. In the event that such inspection and testing reveals any damage, error, shortage or deficiency in quality standards, Purchaser shall notify IKKS, in writing, within ten (10) days of the date of delivery, specifying all claimed shortages, errors, defects and non-conformities. If Purchaser fails to make any claim within such time or uses the Products, such failure or such use as the case may be, shall constitute irrevocable acceptance of the Products and waiver of any and all claims including warranty claims with respect thereto. No Products shall be returned by Purchaser unless authorized in writing by IKKS, with a return authorization number.

TERMS OF PAYMENT – PAYMENT. Purchaser agrees to pay the purchase price stated on the face of the invoice when due. If Purchaser fails to pay the purchase price by the due date, Purchaser shall pay interest at the maximum legal rate on all such sums from the date due until paid. IKKS reserves the right to suspend or cancel any current or future deliveries of Products if a payment has not been made on the due date by Purchaser. In case IKKS is obliged to collect any overdue amounts from the Purchaser it shall be entitled to recover from the Purchaser, in addition to its damages at law, all costs of collection, including but not limited to reasonable attorneys' fees and expenses.

SECURITY INTEREST. The Purchaser agrees that in order to secure payment of the Products sold and enforcement of IKKS's rights, the Purchaser grants to IKKS a

continuing security interest in the Products sold to the Purchaser as identified in the face of the invoice.

The Purchaser agrees to cooperate fully in the preparation, signing, and execution of any document that in the judgment of IKKS may be necessary or helpful to the validation and perfection of this security interest including, but not limited to, a financing statement, and should IKKS so request, a separate security agreement. The Purchaser upon signing below evidences the granting of this security interest.

INCREASE IN PRICE. There shall be added to the invoice price and Purchaser shall pay IKKS as part of the purchase price, any excise, use, privilege, or sales tax, or any other tax or assessment now or hereafter imposed by or under the authority of any federal, state, or local law, rule, or regulation with respect to the goods sold hereunder or the manufacture or sale thereof. If IKKS shall pay any such taxes or assessments, purchaser shall reimburse IKKS upon demand.

DISCLAIMER. IKKS HAS MADE NO WARRANTY THAT THE PRODUCTS COVERED BY THESE TERMS AND CONDITIONS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS LISTED ON THE INVOICE. IKKS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.

CLAIMS. All of Purchaser's claims must be in writing and delivered to IKKS, at IKKS's address, within ten (10) days after each respective delivery and before the Products or any part of them which have been delivered by IKKS have been sold by the Purchaser.

PATTERN RIGHTS. No rights in patterns and designs of goods covered by this contract shall pass to Purchaser and Purchaser shall not copy or cause to be copied or reproduced, either directly or indirectly, any such patterns or designs.

TRADEMARKS. Purchaser shall use IKKS trademarks, tradenames or service marks ("Trademarks") only in connection with the sale of the Products. Nothing in these Terms and Conditions shall be deemed to confer upon Purchaser any right, title, interest or license (expressed or implied) in the Trademarks, or in the goodwill now or hereafter associated therewith.

CANCELLATION OR BREACH. Should Purchaser cancel this order or breach the conditions thereof, Purchaser agrees to pay IKKS 30% of the purchase price as an indemnity and to provide IKKS with reasonable profit.

MODIFICATION. The Terms and Conditions hereof and the annexed invoice may not be modified, except by a writing evidencing such a modification and signed by both parties.

DISPUTE AND CONTROLLING LAW. Each party and its successors and assigns agrees to and accepts the jurisdiction of the Courts of the State of New York and may institute appropriate proceedings therein against the other to enforce its rights hereunder. The validity, interpretation and performance of these Terms and Conditions shall be controlled by and construed under the laws of the State of New York.

SEVERABILITY. If any of the provisions of these Terms and Conditions are found to be illegal or unconscionable by a court of competent jurisdiction, the remaining hereof shall remain in full force and effect.