



TRUCKCLAWS™

We Get Your Truck Unstuck

Patent Pending

2017

TruckClaws™ Dealer Package



Brent Simpson

S&C Global Products, LLC

10363 Piper Lane

Manassas, VA 20110

844-362-5297 x711

www.TruckClaws.com

Introducing TruckClaws™ and TruckClaws™ II

Product Description

TruckClaws™ is a patent pending emergency traction aid designed to allow drivers of all truck sizes the ability to get their truck unstuck quickly and safely in minutes, eliminating the need for assistance from others in most situations. TruckClaws™ can be installed in less than 60 seconds per claw while a vehicle is stuck, by strapping one claw on the passenger and driver's side rear wheels you can claw your way out of most mud, snow, ice and sand conditions. For extreme situations you can install multiple claws per wheel or you can install them on all four wheels of a 4-wheel drive vehicle. Each kit comes with (2) claws, (2) custom ratchet and strap assemblies and a carry bag to store your kit.

TruckClaws™ Work On

Semi-Trucks
Dump-Trucks
Utility-Trucks
Trash-Trucks
Flatbed Delivery Trucks
Construction Vehicles
GVWR 30,000lbs and over

TruckClaws™ II Work On

Pickup Trucks
Sports Utility Vehicles
Recreational Vehicles
Light Duty Commercial
Standard ATVs
Small Farm Tractors
GVWR 30,000lbs and less

With TruckClaws™ you don't depend on anyone to help, you can claw your way out of muddy trails, snow covered parking lots, loading docks, shoulders of roadways, landfills, farm fields, logging roads, power lines, etc. TruckClaws™ have many uses and are a powerful tool, having a worldwide license to manufacture, market and sell TruckClaws™, S&C Global Products, LLC is excited to bring this amazing new product to market.

TruckClaws™ (heavy commercial) claws are manufactured from steel, strategically design to fit the profile and grip the tire on any truck. With one paddle being larger than the other the claws are directional and kits come assembled with right and left side claws. The straps are manufactured from polyester webbing that is doubled over and stitched for extra strength with a cordura protective sleeve sewn on where the strap contacts the rim. This version will fit any dual wheeled commercial truck as long as there is a hole in the rim. They are packaged and sold in kits containing two claws as we have found that for most situations that drivers get stuck in, one claw on each side of the truck will get them unstuck. More extreme situations like deep mud and snow may require two claws per rear tire for optimum performance.

TruckClaws™II (light duty) claws are manufactured from extruded aluminum and both claws have receiver channels designed to accept our (sold separately) extender bar kit. The extender bar kit is for extreme conditions and situations where a vehicle is stuck in a rut. The extender slides into the channels on the claw and extends the traction surface 10" outside of the tire. Extenders can only be used on the rear tires. The straps are constructed the same as the commercial version except 1.5" webbing is used in place of the 2" webbing on the heavier version, as well the protective cordura is a sleeve so it can be positioned anywhere on the strap to protect against sharp edges. TruckClaws™II are also sold in pairs and one claw per rear wheel of a vehicle will work in the average situation but in extreme situations, (2) claws can be installed per tire on a 2-wheel drive truck or (4) claws can be installed, one on each of the four tires of a 4-wheel drive truck.

To learn more and see video of TruckClaws™ in action visit our website at www.TruckClaws.com and feel free to call with any questions you may have 844-362-5297.

Dealer Application

Thank you for your interest in establishing an account with S&C Global Products, LLC and becoming a dealer of TruckClaws™ products. Please take a few minutes to complete this form and the documents included with this package so we can set up your account. Upon receipt and approval of your application, we will contact you concerning the status of your account.

Please fill out all information and return to your sales rep or contact with S&C Global Products, LLC

Date: _____

Phone Number: _____ Fax Number: _____

Legal Business Name: _____(DBA): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____ Email Address: _____

Please make a selection: Sole Proprietorship Partnership Corporation LLC

State of incorporation: _____ Date of Incorporation: _____

Federal Tax ID Number: _____ Resale Number: _____

- All dealers must provide their resale certificate
- All dealer applicants must include a copy of your business license

Accounts Payable Contact Name: _____

Phone Number: _____ Email: _____

Name of Owners, Partners, Shareholders:	Title:	Phone:
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TruckClaws™ Product Retail Agreement

This agreement ("Agreement") is entered into on the ____ day of _____, 20 __, by and between S & C Global Products, LLC, a state of Virginia limited liability company ("SCGP" or "Seller"), and _____, a _____ ("Purchaser").

The Seller's address is 10363 Piper Lane, Manassas, VA 20110 (phone: 844-362-5297) and the Purchaser's address is _____ (phone: _____ - _____ - _____).

The parties agree that SCGP desires to sell TruckClaws™ products ("The Products"), and Purchaser desires to buy The Products under the terms of this Agreement;

THEREFORE, in consideration of the mutual obligations set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Purchaser and Seller agree to the following:

- 1. Price and Quantity.** Products will be ordered by Purchaser and shipped by Seller at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by SCGP from time to time and in effect at the time Seller accepts the order (see Exhibit A). Seller reserves the right to change prices upon reasonable notice to Purchaser. Seller agrees to exercise commercially reasonable best efforts to supply Products to Purchaser in a timely fashion.
- 2. Taxes.** The parties agree that payment of any taxes levied on Products (other than taxes based on income) shall be the Purchaser's responsibility (including, without limitation, federal, state, local, use or similar taxes), and Buyer shall report and pay such taxes to the appropriate taxing authority as required by law.
- 3. Payment.** Unless otherwise agreed in writing, Purchaser shall pay for all Products by a check or electronic bank draft net 30 days from the date of delivery. Subject to applicable law, late payments shall be subject to an additional fee of up to 1.5% per month.
- 4. Shipping.** The Products shall be sent in accordance with SCGP 's then current shipping policies, including, without limitation, the use of cartons bearing external art work or labels as designated by SCGP. Purchaser agrees to pay for all shipping and insurance costs. Risk of loss shall transfer from Seller to Purchaser either at the point where Seller delivers the goods to a common carrier of its choice or at Seller's shipping dock.
- 5. Return Policy.** All defective products returned to Seller will be replaced and shipped prepaid to Purchaser or replaced subject to the manufacturer's warranty. Any Products received by Purchaser and held more than 14 days are returnable at the sole discretion of Seller. Purchaser agrees to pay a 15% restocking fee for all returned Products which are not defective in the reasonable judgment of Seller. Purchaser agrees to obtain a Returned Merchandise Authorization number or to follow similar policies of Seller prior to return.
- 6. E- Commerce.** The primary method of sales by the Purchaser should be face-to face transactions at your commercial retail location. As a secondary means of distribution, the Purchaser may sell The Products through the Purchaser's website; however, the Purchaser may not distribute The Products through any third party e-commerce site (e.g., EBay, Craigslist, Amazon, Etsy, etc.) nor sell The Products to those that do

7. **Notices.** Any notice given under this Agreement shall be in writing and sent via certified or registered mail or via facsimile to the address or number listed in the first paragraph of this Agreement. Notice shall be deemed sent upon receipt or three days after mailing, whichever happens first.

8. **Product modifications.** Purchaser acknowledges that the manufacturer of the Products sold under this Agreement may change Product specifications at any time for various reasons, such as to improve quality, comply with applicable law, or to adopt changes in materials or component sourcing. While Seller shall provide reasonable notice of such changes whenever possible, Purchaser agrees that any changes are outside of SCGP 's control and do not constitute a breach of this Agreement.

9. **Warranty and Liability.** ANY PRODUCTS SOLD BY SELLER UNDER THIS AGREEMENT ARE PROVIDED WITH A MANUFACTURER'S WARRANTY. SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANYONE ELSE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, USE, OR GOODWILL ON A CONTRACT, TORT, OR OTHER LEGAL THEORY. SELLER'S LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD.

10. **Miscellaneous.** This Agreement, including attachments, constitutes the entire agreement between Purchaser and Seller with respect to the subject matter contemplated herein, and supersedes all representations, whether express, implied, oral, or written. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any waiver by either party of any right or remedy hereunder shall be effective only if it is in writing and signed by an authorized representative. No delay or omission by a party to exercise any right related to any breach or default of this Agreement will impair any such right or operate as a waiver. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall form one and the same instrument. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

11. **Force Majeure.** The Seller will not be liable for loss, damage or delay caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority, insurrection, riot, war or similar hostility, fires, floods, Acts of God, breakdown of essential machinery, accidents, cargo or material shortages, delays in transportation, inability to obtain labor, materials or parts from usual sources or otherwise due to causes beyond the Seller's reasonable control. In the event of any such delay, performance will be postponed by such length of time as may be reasonably necessary under the circumstances.

12. **Disputes.** The parties agree to make a good faith effort to settle any disputes prior to submission of the matter to arbitration. Any dispute or claim arising out of or related to this Agreement, its interpretation, performance, breach, or rescission shall be decided by final and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. The federal and state courts of the Commonwealth of Virginia shall have exclusive jurisdiction over any matters not resolved by arbitration. The arbitration shall take place in Virginia and be conducted by three (3) arbitrators selected by the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above Written.

BUYER: _____

Company: _____

Phone #: _____

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

S & C Global Products, LLC,

Phone #: _____

By: _____

Name: _____

Title: _____

Date: _____

SCGP TERMS AND CONDITIONS OF SALE (LARGE PRINT VERSION AVAILABLE UPON REQUEST)

1. General. The terms and conditions contained herein constitute the complete agreement between SCGP and Purchaser regarding this sales transaction (the "Agreement") and supersede any and all prior communications concerning this specific transaction. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. This Agreement is in addition to any relevant SCGP /Member Agreement, and in the event of conflicting provisions, the more restrictive provision shall govern, as determined by SCGP. Acceptance by SCGP of Purchaser's order is expressly limited to and conditioned upon Purchaser's acceptance of the terms and conditions contained herein, which may not be changed or waived unless signed in writing by a duly authorized representative of SCGP at its home office in Manassas, Virginia. Any additional, inconsistent or different terms and conditions stated by Purchaser or contained in Purchaser's purchase order or other documents supplied by Purchaser are hereby expressly objected to and rejected.

2. Orders. All orders are received subject to acceptance by a duly authorized representative of SCGP at its home office in Manassas, Virginia. Typographical and clerical errors in quotations, orders, and acknowledgments are subject to correction by either party if made within fifteen (15) days from the date of the making thereof.

3. Payment Terms. Unless specified to the contrary in writing by SCGP's CFO or CEO, payment terms are net fifteen (15) days from the date of the invoice. If payments are not made when due, Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of one and one-half percent (1½%) per month or the highest applicable rate allowed by law on all such overdue amounts. Purchaser shall bear all costs of collection incurred by SCGP for overdue amounts, including attorney's fees. Unless otherwise specified, all payments of invoices shall be in United States dollars and should be remitted to SCGP by mail at the address indicated on the invoice or by electronic funds transfer to the account and according to the routing on the invoice. Receipt of payment will be determined by the date the payment is received at SCGP's remittance address or when electronic funds have been received in our designated account. If Purchaser delays delivery, date of readiness for delivery shall be the date of delivery for payment purposes.

4. Prices. Prices are subject to adjustment to SCGP's prices in effect at the time of shipment. All prices shall be in United States dollars, unless otherwise specified. Unless otherwise specified, prices do not include sales, use, services excise or other taxes of any kind, and Purchaser agrees to pay such taxes upon SCGP's request or to provide SCGP with tax exemption certificate(s) applicable to the taxable transaction(s). Unless specified to the contrary in Section 5, prepaid freight and installation costs (where applicable) will be in addition to the purchase price. Where price expressly includes transportation or other shipping charges, any increase in transportation rates or other shipping charges from date of quotation or purchase order shall be paid by Purchaser.

5. Shipment. Unless otherwise specified herein, all orders are delivered F.O.B. point of shipment, with the method of transport and route to be selected by SCGP. Where scheduled delivery is delayed due to causes specified in Section 6 below, SCGP may deliver such product(s) by moving it to storage for the account of and at the risk of Purchaser. SCGP reserves the right to deliver in installments. Any special handling costs and costs of insurance shall be paid by Purchaser. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery of the product(s) by SCGP to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment.

6. Delivery Dates. SCGP endeavors to make shipments of orders as scheduled; however, all shipment dates are approximate, and NRTC reserves the right to readjust shipment schedules. If SCGP suffers delay in performance or delivery due to any cause beyond its control, including acts of nature, acts or omissions of Purchaser, acts of government, fires, floods, strikes or other labor disturbances, war, riot, sabotage or delays in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance or delivery shall be extended for a period of time equal to the period of the delay and its

consequences SCGP will give to Purchaser notice in writing within a reasonable time after SCGP becomes aware of any such delay.

7. Order Cancellation. All orders subject to this Agreement are mutually understood by SCGP and Purchaser to be firm, non-cancelable purchase orders. Notwithstanding the foregoing, SCGP may, in its sole discretion allow Purchaser to cancel an order upon Purchaser's prior written notice and upon Purchaser's payment of reasonable and proper termination charges, including, but not limited to all direct and indirect costs associated with the order incurred prior to the effective date of notice of termination and all charges incurred by SCGP in respect to the termination. In addition, a fixed sum of fifteen percent (15%) of the final total selling price for cancellation of the order will be due from Purchaser to compensate SCGP for disruption in scheduling, restocking and other indirect costs.

8. Order Modifications/Changes. Purchaser-requested order changes, including those affecting the identity, scope and delivery of the product(s) must be documented in writing and approved by an officer of SCGP of the senior vice president level (or higher), and SCGP reserves the right to reject any change it deems inadvisable, inconsistent with its policies or incompatible with its capabilities. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the order price or delivery schedule or both, and the order shall be modified in writing accordingly.

9. Claims. Purchaser's claims for lot shortages, correction of erroneous order charges or other errors must be made in writing and delivered to SCGP at its home office in Manassas, Virginia within fifteen (15) days of Purchaser's receipt of the product(s). Claims outside of this time period will be disallowed.

10. Returned Goods. If, upon formal inspection and/or testing of the product(s), Purchaser is of the opinion that the product(s) is defective or otherwise unacceptable, Purchaser shall notify SCGP in writing. Prior to making any return to SCGP, Purchaser must obtain a Return Authorization ("RA") from a duly authorized representative of SCGP. The following conditions also apply to returns: (1) all products returned to SCGP must include the RA and must be properly packed and shipped; delivery of returns without the RA or returns not properly packed and/or shipped will not be accepted; (2) all returns are subject to inspection and/or testing by SCGP as it deems appropriate. If SCGP determines that the returned product(s) appears to be in compliance with order specifications, it shall notify Purchaser; (3) all product(s) must be returned by delivery F.O.B. destination to SCGP-specified locations. Title and risk of loss on all product(s) shall remain with Purchaser until such returned product(s) is received by SCGP; (4) SCGP will allow a credit on all defective product(s) returned in accordance with this paragraph, calculated on a last invoice basis; (5) all product(s) under the warranty of Section 11 will be repaired or replaced at the original invoice price. Purchaser shall not be charged for parts and labor associated with replacement or repair. All returns are subject to the provisions of this Section and Section 9 governing claims. Any product(s), which has been modified, altered, damaged or used by Purchaser, may not be returned.

11. Limited Warranty. Unless otherwise provided in a third party warranty or licensing agreement, SCGP warrants that at the time of shipment, the product(s) shall be compatible with and perform free from defects in material and workmanship and shall be of the kind and quality designated or specified by SCGP in writing. This warranty shall only apply to product defects reported in writing to SCGP within ninety (90) days from the latter of the date of shipment or the date of the SCGP invoice. This warranty is strictly limited and does not apply or extend to altered products(s) or damage caused by accident, the elements, abuse, misuse, temporary heat, overloading or by erosive or corrosive substances or the alien presence of contaminants in the product(s). EXCLUSIONS FROM WARRANTY: THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT(S). THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS SECTION 11 AND TO THE EXTENT PERMITTED BY LAW THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION 11 AS TO DURATION AND LIMITATION OF LIABILITY SHALL BE THE SAME FOR BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESSED WARRANTIES. Satisfaction of this warranty is limited to: (a) the replacement of the product(s) by SCGP; (b) repair or modification of the product(s) by SCGP; or (c) issuance of a credit for the non-conforming product(s). The foregoing are the Purchaser's exclusive remedies and the extent of SCGP's liability for breach of

Buyer Initials _____ Seller Initials _____

implied (if any) and express warranties, representations, instructions or defects from any cause in connection with the sale or use of the product(s). IN NO EVENT WILL SCGP BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SCGP'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY, REGARDLESS OF ANY ADVICE OR RECOMMENDATION THAT MAY HAVE BEEN RENDERED CONCERNING THE PURCHASE OR USE OF THE PRODUCT(S). ANY ACTION AGAINST SCGP MUST BE BROUGHT WITHIN EIGHTEEN MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SCGP'S VENDORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

12. Resolution of Disputes. In the event of a dispute between SCGP and Purchaser arising out of this Agreement, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. In the event the dispute is not resolved within thirty (30) days of the date one party notified the other party in writing of the dispute, and if any party wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in the Commonwealth of Virginia in the county designated by SCGP. The arbiters shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by controlling law.

13. Defense of Intellectual Property by Seller. SCGP will defend any suit or proceeding brought against Purchaser based on a claim that the design or construction of the product(s) sold or licensed hereunder by SCGP's expense: (a) Purchaser gives SCGP the sole right to defend or control the defense of the suit or proceeding, including settlement, and (b) Purchaser provides all necessary information and assistance for that defense. Except for any consequential damages, SCGP will pay all costs and damages finally awarded or agreed upon by SCGP that are directly related to any such claim. In the event of a charge of infringement Seller's obligation under the Agreement will be fulfilled if Seller, at its option and expense, either: (i) procures for Purchaser the right to continue using such products; (ii) replaces the same with non-infringing products; (iii) modifies the same so as to make them non-infringing; or (iv) accepts the return of any infringing products and refunds their purchase price. Notwithstanding the foregoing, SCGP will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the products at the request of Purchaser, on any process application into which the products are integrated by Purchaser, or on use of the products in combination with other equipment or products not supplied by Seller. THIS PARAGRAPH SETS FORTH SCGP'S ENTIRE LIABILITY WITH RESPECT TO INTELLECTUAL PROPERTY AND INFRINGEMENT OF PATENTS BY ANY PRODUCT, AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS RELATING TO INFRINGEMENT OR INTELLECTUAL PROPERTY, EITHER EXPRESS OR IMPLIED

14. License of Intellectual Property to Purchaser. SCGP grants the Purchaser a nonexclusive, nontransferable limited license to use the trademarks (whether registered or at common law), trade names, logos, and other designations owned by TruckClaws™ and licensed exclusively to SCGP with respect to The Products (the "Intellectual Property"). SCGP grants you a limited, non-exclusive, royalty-free license (with no right to sublicense) to use the Intellectual Property solely in connection with the display, distribution and sale of the Product. Purchaser acknowledges the ownership of the Intellectual Property by SCGP and agrees to do nothing inconsistent with such ownership and that all use of the Intellectual Property by Purchaser will inure to the benefit of and be on behalf of the owner. Purchaser agrees that nothing in this License gives the Purchaser any right, title or interest in the Intellectual Property other than the right to use the Intellectual Property in accordance with the License. Purchaser further agrees that purchaser will not at any time, either during or subsequent to the Term of this Agreement: a)

challenge the Owner's right, title, or interest in the Intellectual Property or the validity of the Intellectual Property or any registration thereof, b) represent that the Purchaser has any ownership in or rights with respect to the Intellectual Property other than the rights conferred by this Agreement, c) use of trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Intellectual Property, d) use the Intellectual Property on any goods that the Purchaser manufactures, or on any promotional materials or marketing materials for goods that Purchaser manufactures, e) register any domain name or create any hyperlinks to your site that incorporate the Intellectual Property or any word or mark that is confusingly similar to or a colorable imitation of the Intellectual Property, or f) register with any administrative entity or governmental body any trade name, trademark, trade dress, label, or design that includes or incorporates the Intellectual Property or any trade name, trademark, trade dress, label, or design confusingly similar thereto. The Purchaser agrees not to alter the Intellectual Property in any way and to comply with all guidelines that SCGP may set related to Purchaser's use of the Intellectual Property. SCGP has the right to review and approve, at its discretion, any use of the Intellectual Property and any presentation of The Products. SCGP has the right to prohibit the use of the Intellectual Property in any manner. Purchaser agrees to provide SCGP with prompt notice of a) any apparent infringement of the Intellectual Property or SCGP's patent rights, any opposition to, or petition to cancel, any registration of the Intellectual Property of which you become aware, b) any attempted use of the Intellectual Property of which Purchaser becomes aware that you do not know to be authorized by SCGP or Owner, or c) any application to register any mark confusingly similar to, or colorable imitation of, the Intellectual Property of which the Purchaser becomes aware (other than such an application made by Owner or SCGP). Upon Termination of the Intellectual Property License, all rights of the Purchaser to use the intellectual Property will immediately cease. Purchaser may not operate or conduct business under any name or in any manner that could give anyone the impression that this Agreement is still in force or that Purchaser has any right of the Intellectual Property.

15. Export. Product(s) purchased for export outside of the United States or its possessions are covered by the respective trade laws or other legal conditions specific to the country or possession in question so understood and agreed to by both parties. Purchaser shall be solely responsible for any permits, licenses, waivers or other requirements necessary to permit movement of any product outside of the United States.

16. Governing Law. SCGP does not assume any responsibility for compliance with any foreign or federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the product(s) is the sole responsibility of the Purchaser. All laws and regulations expressly incorporated herein shall be those in effect as of the date hereof. In the event of any subsequent revisions or changes thereto, SCGP assumes no responsibility for compliance therewith. Nothing contained herein shall be construed as imposing responsibility or liability upon SCGP for the obtaining of any permits, licenses or approvals from any agency or governmental entity, foreign or domestic, which may be required in connection with the supply of the product(s).

All sales and purchases of product(s) from SCGP, including terms and conditions thereof, shall be governed by the laws now prevailing in the Commonwealth of Virginia, without regard to its conflict of law's provisions.

17. Partial Invalidity. If any provision herein or portion thereof shall for any reason be held invalid or unenforceable in accordance with prevailing law, such invalidity or unenforceability shall not affect any other provisions or portions thereof, but the terms and conditions herein shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

Buyer Initials _____ Seller Initials _____