

Mood Media Purchase Order Terms and Conditions (US)

1. These Terms and Conditions shall govern the purchase of goods and/or services covered by this Purchase Order executed by the purchasing entity ("Buyer") and the seller ("Seller"). In the event of a conflict between the terms of this Purchase Order and any prior-executed agreement between the parties, then the terms of such prior-executed agreement shall control. This Purchase Order may not be assigned by Seller without Buyer's prior written consent.
2. Unless authorized by Buyer in writing, there shall be no increases to the purchase prices set forth in this Purchase Order. Buyer reserves the right to make changes to this Purchase Order at any time. In the event such changes shall increase Seller's cost of performance, then the difference shall be equitably adjusted by a written amendment to this Purchase Order. Any and all federal manufacturers' and retailers' excise, state or municipal sales and use taxes, if applicable, shall be billed to Buyer as separate items on Seller's invoices.
3. Subject to Buyer's payment of the balance due on the applicable invoice, title and risk of loss to any goods covered by this Purchase Order ("Products") shall pass to Buyer on the date the Products are delivered to the delivery location specified by Buyer (the "Delivery Location"). Passing of title and risk of loss shall not in any way affect Buyer's rights of inspection and acceptance testing.
4. Seller shall invoice Buyer for Products shipped to Buyer and any applicable taxes, unless Buyer provides Seller with a valid tax exemption certificate. Buyer shall pay Seller all undisputed invoice amounts 3% 60 net sixty one (61) days of receipt of undisputed invoice. Buyer may only dispute invoiced amounts by sending Seller written notice and supporting documentation regarding the reason for such dispute on or before the invoice due date. The parties shall cooperate in good faith to determine the final amounts due and owing to Seller or to be credited to Buyer within ten (10) days following Seller's receipt of the dispute notice from Buyer.
5. All Products are subject to Buyer's inspection and rejection, and Buyer's payment for the Products does not constitute acceptance.
6. Seller warrants that the Products will (a) conform to the applicable Specifications; (b) will be of good material and workmanship; (c) will be free from defects for a period of twenty-four (24) months from the date of Buyer's acceptance; and (d) will not infringe on rights of any United States or foreign third parties. In addition, Seller warrants that the Products will be free and clear of all liens and encumbrances.
7. Seller agrees to defend, indemnify and hold harmless, Buyer and its respective directors, officers, employees, and agents (each, a "Buyer Indemnitee" and collectively, the "Buyer Indemnitees") from and against all claims, actions, losses, expenses, damages or other liabilities, including reasonable attorneys' fees (collectively, "Damages") incurred by or assessed against any of the foregoing, but solely to the extent the same arise out of third-party claims relating to: (a) any actual injury or damage to any person or property caused, or alleged to be

caused, by a Product sold by Seller to Buyer hereunder; (b) any infringement by the Product of the intellectual property rights of any third party. Seller shall have no liability if and to the extent an alleged infringement is caused by Buyer's combination of the Products with non-Seller or third party products or software to the extent the liability does not arise out of the Products; or (c) any material misrepresentations by Seller, regardless of the form of action, with respect to the Products.

8. Any drawings, models, samples, specifications, technical information, proprietary data, or other information provided to Seller shall remain Buyer's property. Any and all written or tangible copies of this information shall be returned to Buyer, upon Buyer's request, and shall be kept confidential by Seller and used only for the purpose of executing this Purchase Order.

9. All invoices are to be mailed to Buyer's Accounts Payable Department at the following address: Attention: Accounts Payable, 3318 Lakemont Boulevard, Fort Mill, South Carolina 29708.

10. This Agreement shall be governed and construed in all respects in accordance with the domestic laws and regulations of the state of Texas as if entered into by and between residents of Texas, without regard to its conflicts of laws provisions. The parties specifically agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as may be amended from time to time, shall not apply to this Agreement.

11. This Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. In no event shall Buyer's liability under this Purchase Order exceed the sum of all amounts paid by Buyer to Seller under the terms of this Purchase Order.