

FULFILLMENT SERVICES TERMS AND AGREEMENT

THIS FULFILLMENT SERVICES TERMS AND AGREEMENT (“Agreement”) is entered into by and between **Prep And Ship Global USA, Inc**, a California Corporation doing business as “PREP&SHIP” (“PREP AND SHIP” or “PREP AND SHIP GLOBAL”) and (“MERCHANT,” together with “PREP&SHIP”, the “Parties,” and each a “Party”)

RECITALS

WHEREAS, the MERCHANT is in the business of selling and/or manufacturing certain Products; and

WHEREAS, “PREP&SHIP” provides to various retailers and manufacturers direct-to-customer or via third party order fulfillment services, pursuant to which “PREP&SHIP” provides storage, packing and shipping products to the retailer’s customers; and

WHEREAS, MERCHANT desires to retain “PREP&SHIP”’s services, and “PREP&SHIP” desires to provide services to MERCHANT, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. APPOINTMENT

The MERCHANT hereby engages “PREP&SHIP” to provide, and “PREP&SHIP” hereby agrees, upon the terms and subject to the conditions set forth in this Agreement, to provide the Services (as defined below) to the MERCHANT for the duration of the Term and the Renewal Term described in Section 2. During the Term, and any Renewal Terms, the conduct of the Parties shall be subject to the terms and conditions of this Agreement, including conformance with the various “PREP&SHIP” policies.

2. TERM

2.1 Term. The term of this Agreement commences on the Effective Date and continues for a period of 2 years, unless and until earlier terminated as provided under this Agreement or applicable law (“Term”). On expiration of the Term, this Agreement automatically renews for additional successive one (1) year terms unless and until either Party provides written Notice of termination at least thirty (30) days before the end of the then-current term, or unless and until earlier terminated as provided under this Agreement or applicable Law (each a “Renewal Term”). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term are the same as the terms in effect immediately prior to such renewal.

3. "PREP&SHIP" SERVICES

3.1 **Services.** "PREP&SHIP" shall provide the following services to the MERCHANT (collectively, the "Services"):

- (a) Receive shipments from the MERCHANT of the Product
- (b) Provide storage facilities for the Inventory in "PREP&SHIP"'s warehousing facilities ("Warehouse").
- (c) Upon notification by the MERCHANT of a purchase of Products by a customer, "PREP&SHIP" will pick and package the Products from the available Inventory, and ship such Products directly to the customer ("End-User") or to the dedicated recipient (i.e., Amazon fulfillment Center, etc.)
- (d) "PREP&SHIP" will use appropriate packaging material (i.e. bubble wrap, boxes with void fill, etc.) at its discretion.
- (e) Upon request by the MERCHANT, "PREP&SHIP" will include a MERCHANT packing slip, and/or other MERCHANT marketing materials concerning the Product, to be provided by MERCHANT.
- (f) "PREP&SHIP" will process, package and ship all Product orders in accordance with "PREP&SHIP" Policies, and as may be further specified on the PREP&SHIP website.
- (g) "PREP&SHIP" will maintain monthly ledger summaries of all orders shipped and received, available upon request by the MERCHANT.
- (h) "PREP&SHIP" will facilitate any Product returns from the End-User to the MERCHANT.
- (i) In addition to the above described Services, "PREP&SHIP" may perform, at its sole discretion, any additional services, including special projects, that the MERCHANT desires "PREP&SHIP" to perform, as more fully described on PREP&SHIP website, to be amended from time to time or as agreed upon by the Parties.

4. MERCHANT PERFORMANCE

4.1 **General Compliance With Laws Covenant.** The MERCHANT shall at all times comply with all laws applicable to this Agreement and its obligations under this Agreement, including the MERCHANT's sale of the Products to End-Users. Without limiting the generality of the foregoing, the MERCHANT shall, at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the sale of the Products; and not engage in any activity or transaction involving the Products, by way of shipment, use or otherwise, that violates any law.

5. COMPENSATION AND REIMBURSEMENT FOR SERVICES

5.1 **"PREP&SHIP" Fees.** The MERCHANT agrees to pay "PREP&SHIP" for the Services, in the amounts described on the website, to be amended from time to time or as agreed to in advance and in a separate writing between the parties.

5.2 **Invoicing.** "PREP&SHIP" shall send invoices to the MERCHANT on a monthly basis, on the 1st of each month, for the previous period following the conclusion of the period for which such Services were provided. All invoices are by default NET 15.

5.3 **Product Invoicing.** Any and all fees due for the cost of the Product shall be paid directly by the End-User to the MERCHANT. Under no circumstances shall "PREP&SHIP" accept, receive or otherwise be held responsible for payments from an End-User made in exchange for the Product.

5.4 **Failure of MERCHANT to Make Timely Payments.** If "PREP&SHIP" fails to receive payment from MERCHANT within 15 days after the date of an invoice, all Services shall stop until "PREP&SHIP" receives payment. Furthermore, after 30 days of non-payment, "PREP&SHIP" has the right to automatically charge the saved payment method on file or any payment method used in the past for the amount due.

5.5 **Late Payment Fee** – If "PREP&SHIP" fails to receive payment from MERCHANT by the due date of the invoice; a late payment fee of 5% (minimum of \$10) will be applied to the invoice, unless the invoice is currently being disputed.

6. REPRESENTATIONS AND WARRANTIES

6.1 **"PREP&SHIP"'s Representations and Warranties.** "PREP&SHIP" hereby represents and warrants to MERCHANT that:

- (a) It is duly organized, validly existing and in good standing in the jurisdiction of its formation;
- (b) It is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- (c) It has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- (d) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of "PREP&SHIP";
- (e) When executed and delivered by each of "PREP&SHIP" and MERCHANT, this Agreement will constitute the legal, valid and binding obligation of "PREP&SHIP", enforceable against "PREP&SHIP" in accordance with its terms; and

(f) To the best of "PREP&SHIP"'s knowledge, the execution, delivery and performance of this Agreement by "PREP&SHIP" will not violate, conflict with, require consent under or result in any breach or default under: (i) any of "PREP&SHIP"'s organizational documents; or (ii) any applicable law.

6.2 MERCHANT's Representations and Warranties. MERCHANT hereby represents and warrants to "PREP&SHIP" that:

- (a) It is duly organized, validly existing and in good standing in the jurisdiction of its formation;
- (b) It is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- (c) It has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- (d) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the MERCHANT;
- (e) When executed and delivered by each of "PREP&SHIP" and MERCHANT, this Agreement will constitute the legal, valid and binding obligation of MERCHANT, enforceable against MERCHANT in accordance with its terms; and
- (f) To the best of MERCHANT's knowledge, it is in material compliance with all laws applicable to this Agreement, the Products and the operation of its business.

7. TITLE, RISK OF LOSS, AND INSURANCE

7.1 Title. MERCHANT hereby agrees that at no time during the period that Products are held by "PREP&SHIP" as Inventory in the Warehouse will "PREP&SHIP" hold title, or any other rights of ownership in the Inventory. Title in Inventory will continue to be held by MERCHANT until such time as the Products are delivered to the End-User or other designated party.

7.2 Risk of Loss. MERCHANT hereby agrees that at no time during the period that Products are held by "PREP&SHIP" as Inventory in the Warehouse will "PREP&SHIP" carry the risk of loss in the Inventory. Risk of Loss in Inventory will continue to be held by MERCHANT until such time as the Products are delivered to the End-User or other designated party.

7.3 Insurance. MERCHANT hereby agrees that it is MERCHANT's responsibility, at all times, to maintain an insurance policy that covers the cost of the Products held in Inventory. MERCHANT has the option of adding the Warehouse as a designated storage location to MERCHANT's general inventory policy.

7.4 No Insurance. MERCHANT can choose not to insure its inventory. In this event,

"PREP&SHIP" will, under no circumstances, be liable for any loss or damage to the inventory stored at "PREP&SHIP" facilities. These events include, but are not limited to, theft, misuse, fire, natural disaster or any other event, not directly caused by "PREP&SHIP".

8. MERCHANT Account

8.1 Services Available Through the Account. Subject to MERCHANT's compliance with this Agreement, "PREP&SHIP" shall perform the Services described in this Agreement as selected and authorized by MERCHANT in the Account. All "PREP&SHIP" Services Orders are deemed incorporated into, and governed by, this Agreement. By using the Services, MERCHANT acknowledges and agrees that "PREP&SHIP" is a broker of third-party warehouse and shipping services; accepting shipments from, and making shipments to, third parties. "PREP&SHIP" is an independent contractor for all purposes, and only acts as the agent of MERCHANT with respect to "PREP&SHIP"'s custody of the Products in its Inventory.

8.2 Currency Fluctuations. "PREP&SHIP" reserves the right to adjust its pricing for the Services in response to currency fluctuations, including but not limited to, currency conversion rate changes, conversion fee changes, and/or discount rate changes. All dollar amounts stated in this Agreement will be in US dollars unless otherwise specified.

8.3 Usage Fee Disputes. Should MERCHANT disagree with any Usage Fees (other than carrier or third-party fees) invoiced or charged against the Account, MERCHANT must submit written notice to "PREP&SHIP" within 60 days of the fee being charged ("Dispute Period"). "PREP&SHIP" will not review customer requests for Usage Fee adjustments that are received after the Dispute Period.

8.4 Liens. "PREP&SHIP" shall have a priority security interest in all Products in Inventory and on the proceeds thereof to secure the payment of all Usage Fees and 3rd Party Fees as well as any reasonable expenses incurred by "PREP&SHIP" for the preservation of the Inventory or its sale. In connection therewith, MERCHANT hereby (a) grants to "PREP&SHIP" a first priority security interest in all Inventory and the proceeds thereof to secure the payment of the User Fees and fees for Services, (b) consents to and grants to "PREP&SHIP" the right to deliver and file any documentation required under applicable laws and regulations to perfect such security interest, and (c) irrevocably waives any requirements for its signature on any document filed by "PREP&SHIP" under this Section 8.7.

8.5 Abandoned Account and Liquidation. If MERCHANT's Usage Fees or 3rd Party Fees remain unpaid for a period greater than 30 days, then "PREP&SHIP" reserves the right, at its sole discretion to reclassify MERCHANT's Account as an "Abandoned Account." Additionally, any Account that remains unpaid for greater than 60 days will automatically be deemed an Abandoned Account. Upon an Account becoming an Abandoned Account, MERCHANT immediately forfeits all rights of ownership of such MERCHANT's Inventory. Inventory will become immediately and irrevocably unavailable to MERCHANT, and liquidation proceedings would begin. MERCHANT agrees the Inventory would be free and clear of liability, and that MERCHANT assumes any liability therefore. MERCHANT has no rights to any liquidation proceeds arising from an Abandoned Account and would remain liable for any pending Usage Fees and 3rd Party Fees above and beyond the liquidation proceeds.

8.6 Termination with 30 days' Notice. "PREP&SHIP" reserves the right to terminate an Account for any reason upon 30 days' Notice ("Termination Notice Period"). MERCHANT may have full or limited use of the Account during the Termination Notice Period, subject to "PREP&SHIP"'s discretion. Any Product inventory that remains in "PREP&SHIP"'s inventory at the expiration of the Termination Notice Period will be shipped to MERCHANT at the address on file and, if address is not on file, the billing address on MERCHANT's credit card, at MERCHANT's expense. If no address is available or no balance is available to pay for shipment back to the MERCHANT, "PREP&SHIP" will liquidate the Product inventory in accordance with an Abandoned Account.

9. INDEMNITY

9.1 MERCHANT Indemnification. Subject to the terms and conditions of this Agreement, MERCHANT shall indemnify, defend and hold harmless "PREP&SHIP" and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party or End-User (collectively, "Losses"), arising out or resulting from any claim of a third party alleging:

(a) Breach or non-fulfillment of any representation, warranty or covenant under/representation or warranty set forth in this Agreement by MERCHANT;

(b) Any negligent or more culpable act or omission of MERCHANT (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;

(c) Any bodily injury, death of any person or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of MERCHANT;

(d) The acts or omissions (including, without limitation, any negligence or willful misconduct) of any third party whether or not selected by or retained by "PREP&SHIP";

(e) Any failure by MERCHANT to substantially comply with an applicable Food and Drug Administration (FDA) or other governmental requirement; or

(f) Any failure by MERCHANT to comply with any applicable state, federal or international laws.

10. DISCLAIMERS

10.1 AS IS. "PREP&SHIP"'S OBLIGATIONS UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. "PREP&SHIP" EXPRESSLY DISCLAIMS ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE SERVICES, "PREP&SHIP"'S WEB SITE AND ANY THIRD PARTY SERVICES. THE USE OF SERVICES, "PREP&SHIP" WEB SITE, OR THIRD PARTY SERVICES IS AT MERCHANT'S RISK.

10.2 No Continuous Access. "PREP&SHIP" does not guarantee continuous, uninterrupted or secure access to the Service. Operation of the Services may be interfered with by numerous factors outside of "PREP&SHIP"'s control. However, "PREP&SHIP" will make reasonable efforts to process requests for receiving or shipping merchandise in a timely manner but "PREP&SHIP" makes no representations or warranties regarding the amount of time needed to complete processing because the Service is dependent upon many factors outside of its control.

11. LIMITATION ON "PREP&SHIP" LIABILITY

11.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES THIRD PARTY LIABILITY. EXCEPT FOR LIABILITY FOR INDEMNIFICATION AND LIABILITY FOR BREACH OF CONFIDENTIALITY, NEITHER "PREP&SHIP" NOR ITS REPRESENTATIVES IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR DAMAGES FOR LOSS, LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY MERCHANT OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY "PREP&SHIP"/ OR COULD HAVE BEEN REASONABLY FORESEEN BY "PREP&SHIP", REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. OTHER THAN AS SET FORTH BELOW, IN NO EVENT SHALL "PREP&SHIP"'S LIABILITY UNDER THIS AGREEMENT EXCEED THE MONIES PAID OR PAYABLE BY MERCHANT TO "PREP&SHIP" EXCLUDING CARRIER FEES OR OTHER THIRD PARTY FEES ("DAMAGES CAP"). "PREP&SHIP" MUST BE NOTIFIED WITHIN FIVE (5) DAYS AFTER ANY UNAUTHORIZED TRANSACTION OR MERCHANT WAIVE ALL DAMAGES FROM "PREP&SHIP".

11.2 EXCLUSIVE REMEDY. THE PROVISIONS OF THIS AGREEMENT PROVIDE MERCHANT'S EXCLUSIVE REMEDY AGAINST "PREP&SHIP" FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF INVENTORY AND SHALL APPLY TO ALL CLAIMS INCLUDING INVENTORY SHORTAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS UNLESS PROVEN BY AFFIRMATIVE EVIDENCE THAT "PREP&SHIP" CONVERTED THE INVENTORY TO ITS OWN USE. MERCHANT HEREBY WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW.

11.3 INVENTORY COUNT INACCURACIES. IN THE EVENT OF INVENTORY LOSS DUE TO INVENTORY COUNT INACCURACIES, INACCURATE INVENTORY COUNTS DURING RECEIVING OR INVENTORY COUNT INACCURACIES AT ANY TIME THAT "PREP&SHIP"

IS IN POSSESSION OF INVENTORY FOR WHICH THE CLAUSES ABOVE IS DETERMINED TO BE INAPPLICABLE AND "PREP&SHIP" IS HELD LEGALLY LIABLE, MERCHANT AGREES THAT IT WILL BE CONSIDERED AN "INVENTORY LOSS" AND "PREP&SHIP"'S LIABILITY SHALL BE LIMITED AS STATED ABOVE. IN NO EVENT SHALL "PREP&SHIP" BE LIABLE FOR ANY LOST SALES REVENUE FROM THE INVENTORY LOSS DUE TO INVENTORY COUNT INACCURACIES.

11.4 **PROJECTS.** IN THE EVENT OF A LOSS DUE TO A PROJECT DEFINED AS AN HOURLY OR PIECE WORK DONE ON EXPECTED OR HELD INVENTORY ("SPECIAL PROJECT"), MERCHANT AGREES AND ACKNOWLEDGE'S THAT "PREP&SHIP"'S LIABILITY SHALL BE LIMITED TO THE HOURLY CHARGE MERCHANT PAID TO "PREP&SHIP" FOR THE PROJECT.

12. GENERAL PROVISIONS.

12.1 **Entire Agreement.** This Agreement, including and together with any related invoices and "PREP&SHIP" Services Orders constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12.2 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make such provision valid and enforceable and the remaining provisions of this Agreement shall remain in effect and enforceable in accordance with their terms.

12.3 **No Waiver.** Failure or delay of "PREP&SHIP" to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

12.4 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address designated from time to time. Unless otherwise agreed herein, all Notices to MERCHANT must be delivered by email listed in the Account, personal delivery, nationally recognized overnight courier or certified or registered mail to the address listed in the Account. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. Notwithstanding the foregoing, legal notices to "PREP&SHIP" must be sent by postal mail to: Prep And Ship USA, Inc, Attention: Legal Department, 21007 Superior Street Chatsworth, California 91311.

12.5 Assignment. MERCHANT may not transfer or assign any rights or obligations under this Agreement without "PREP&SHIP"'s prior written consent. Any attempted assignment without that consent will be void. "PREP&SHIP" reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Subject to the foregoing provisions of this Section, this Agreement shall be binding on and inure to the benefit of the parties' successors and assigns.

12.6 Conflict of Terms. If there is a conflict between this Agreement and the terms on any air waybill, bill of lading or other transit documentation set forth by the contracted carrier, the carrier's terms will control. If not stated within the carrier's terms, this Agreement shall control.

12.7 Attorneys' Fees and Costs. "PREP&SHIP" shall have the right to collect from MERCHANT any reasonable costs and/or attorneys' fees incurred in enforcing this Agreement.

12.8 Governing Law and Venue. This Agreement and performance by the Parties hereunder shall be construed in accordance with the applicable laws of the State of California without regard to conflicts of laws provisions thereof, or, as appropriate, federal laws of the United States. Any action or proceeding arising from or relating to these terms must be brought in a federal or state court in Los Angeles County, California. The Parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Los Angeles County, California. Notwithstanding the foregoing, "PREP&SHIP" may seek injunctive or other equitable relief to protect "PREP&SHIP"'s intellectual property rights in any court of competent jurisdiction.

12.9 Mandatory Mediation and Arbitration of Disputes. Except for disputes relating to payment for the Services or as otherwise expressly provided in this Agreement, all disputes arising under this Agreement, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, or otherwise from use of or access to "PREP&SHIP"'s Services, shall be determined by arbitration in the State of California, Los Angeles County (using the English language), before one arbitrator. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the Parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case.

The pendency of a mediation shall not preclude a Party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the Parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

12.10 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). MERCHANT's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or MERCHANT actions or contract disputes will not excuse performance by MERCHANT under this Section. MERCHANT shall give "PREP&SHIP" prompt written Notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. MERCHANT shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

If requested by "PREP&SHIP", MERCHANT shall, within 30 days of such request, provide adequate assurances that a Force Majeure Event will not exceed 30 days. The rights granted to MERCHANT with respect to excused delays under this Section are intended to limit MERCHANT's rights under theories of force majeure, commercial impracticability, impracticability or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under the California Uniform Commercial Code or any similar statute or regulation.

I acknowledge and agree to be bound by the foregoing terms & conditions with Prep & Ship Global. I also agree that all information provided by myself or my organization is accurate.

First Name:

Last Name:

Company Name:

Email:

Date:

Signature:

Please email this document filled out and signed to: info@prepshipglobal.com