

## **Terms and Conditions Of Sale**

These Terms and Conditions of Sale are incorporated into the Hasbro Sales Terms by reference (collectively, the "Agreement") and may not be altered or modified by Buyer except in writing, signed by Hasbro. "Hasbro" as used herein means Hasbro, Inc., and its subsidiaries and affiliates, excluding Wizards of the Coast LLC. No representation, arrangements or agreements not appearing herein will be binding upon Hasbro. No waiver by either party of any default will be deemed a waiver of any subsequent default. No rights of Buyer hereunder or arising out of this Agreement may be assigned without the written consent of Hasbro.

All orders are subject to acceptance by Hasbro. Hasbro's acceptance is specifically conditioned upon Buyer's acceptance of these Terms and Conditions of Sale and their sole applicability to all sales of Hasbro goods. To the extent of any inconsistencies between the terms and conditions of this Agreement and the terms and conditions of Buyer's purchase order or other document, the terms and conditions of this Agreement shall control, and Hasbro specifically and generally rejects all such additional contrary or inconsistent terms or conditions. Hasbro reserves the right to limit quantities shipped on all items. Hasbro also reserves the right to amend these terms and conditions during the year and will notify Buyer in the event of a material change.

All prices are subject to change. Hasbro reserves the right to ship goods at the price in effect as of the date of shipment. Buyer shall pay to Hasbro all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Hasbro in collecting payments due from Buyer or in endorsing any of Hasbro's rights pursuant to this Agreement.

Buyer shall be free to set the market price for goods sold by Buyers to consumers within the Territory. Hasbro will provide Buyer with Hasbro's suggested retail prices (MSRP or SRP).

### **1. PAYMENT OF INVOICES**

All invoices are due and payable on the date ordered. Payments shall be made by credit card, unless otherwise agreed to by Hasbro. Buyer represents and warrants it has the right or authority to use any credit card it uses to purchase Hasbro goods. All credit card payments will be processed by a third party and Buyer agrees to comply with any terms and conditions required of such third party.

### **2. TRANSPORTATION & SHIPPING TERMS**

a. Payment for Freight: Hasbro will pay for the freight ("Freight Prepaid") on all orders to one location on a per order basis and Hasbro reserves the right to route shipments by the carrier of Hasbro's choice.

b. Risk of Loss: The delivery of the goods will be made f.o.b. designated factory or distribution point.

c. Transfer of Title: Title of the goods shall transfer to Buyer upon remittance of the goods to the carrier.

d. Delays in Delivery: Hasbro will not be liable for delays in delivery: (1) due to causes beyond Hasbro's reasonable control; (2) due to acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation or carton shortages; (3) due to inability to obtain necessary labor, materials, components, or manufacturing facilities; or (4) due to any other commercial impracticability. In the event of any such delay, the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

e. Wholesale prices include all sales and excise taxes.

### **3. CLAIMS**

a. Hasbro's liability on any claim of any kind, including negligence and breach of warranty, for any loss or damage (including reasonable attorneys' fees and disbursements) resulting from, arising out of, or connected with this Agreement, or from the performance of breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this Agreement will in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event will Hasbro be liable for special or consequential damages.

### **4. MERCHANDISE RETURNS**

Because Hasbro provides a defective allowance, all sales are final and Hasbro will accept no returns without Hasbro's prior consent. For all returns authorized by Hasbro, such returned goods must be shipped in original packaging identified by a specific return authorization number, secured in advance from Hasbro's Customer Service Department. No credit will be allowed on merchandise returned without such authorization.

### **5. PROPRIETARY RIGHTS**

The goods involve valuable patents, copyrights, trade secrets, trade names, trade dresses, trademarks and other proprietary and intellectual property rights of Hasbro and its licensors (collectively "Hasbro Materials"). Buyer acknowledges and agrees that all right, title and interest in and to all Hasbro Materials embodying the goods or derived from the creation, manufacture or sale of the goods, including all artwork and designs for the packaging and boxes containing such goods, and all patent, copyright and trademark registrations based thereon, are owned exclusively by Hasbro or its licensors, and Buyer shall have no interest in or claim to any of the Hasbro Materials associated therewith. Notwithstanding Buyer's use of any intellectual property rights in any goods purchased from Hasbro (to the extent such use is permitted by law in order for Buyer to advertise and/or promote the resale of such goods), and

notwithstanding any purported past or future royalty-free license agreement, or any agreement deemed to have been executed subsequent to this Agreement, Hasbro shall, as between Hasbro and Buyer, remain the sole owner of all such Hasbro Materials, and Buyer shall not under any such circumstances be deemed a licensee for the use of such Hasbro Materials, absent an agreement to the contrary that clearly and expressly cites and amends the terms and conditions of this Agreement. Buyer shall not infringe, misappropriate, or violate any of the Hasbro Materials. Without limiting the generality of the foregoing, Buyer shall not register or attempt to register, directly or indirectly, within the Territory (defined below) or elsewhere, any of the Hasbro Materials, nor shall Buyer challenge the validity of the Hasbro Materials.

## **6. GEOGRAPHIC RESTRICTIONS**

Unless authorized by Hasbro in writing, Buyer shall not sell, distribute or deliver any product purchased from Hasbro outside of the United States of America and its territories (the "Territory") or sell, distribute or deliver any such product to any third party which Buyer knows, or reasonably should know, intends to resell into any country outside the Territory. Buyer shall not, directly or indirectly, accept unsolicited orders for any Hasbro product from customers outside the Territory.

## **7. GOVERNING LAW; SUBMISSION TO JURISDICTION; JURY TRIAL WAIVER**

This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Rhode Island, without regard to any choice of law rules. Buyer and Hasbro hereby submit to the non-exclusive jurisdiction of the United States District Court for the District of Rhode Island and of any Rhode Island state court sitting in Providence, Rhode Island, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Hasbro and Buyer irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. HASBRO AND BUYER HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY PROCEEDING ARISING UNDER THIS AGREEMENT.