

## Terms and Conditions for Purchase of Goods

Effective Date: January 26<sup>th</sup>, 2026

These Terms and Conditions ("Terms") govern all purchases of goods ("Goods") from Holiday House Distributing, LLC ("Distributor") by any customer ("Buyer"). By placing an order with Distributor, Buyer accepts and agrees to be bound by these Terms. No additional or different terms proposed by Buyer shall become part of the agreement between Distributor and Buyer unless expressly agreed to in writing by Distributor. Distributor objects to and rejects any terms that are additional to or different from these Terms.

**DISTRIBUTOR IS ACTING SOLELY AS A DISTRIBUTOR OF THE GOODS SOLD TO BUYER AND NOT AS A MANUFACTURER. DISTRIBUTOR DOES NOT MANUFACTURE, PRODUCE OR CREATE ANY OF THE GOODS SOLD TO BUYER.**

1. **Orders/Acceptance/Modification/Cancellation.** All orders for Goods shall be initiated by Buyer. No order shall be binding upon Distributor until accepted in writing by Distributor's authorized representative. Orders accepted by Distributor may not be modified or canceled by Buyer except with Distributor's written consent and upon terms that will indemnify Distributor against all losses resulting from such modification or cancellation, including but not limited to any costs incurred by Distributor in connection with the canceled order.

2. **Prices/Payment/Payment Terms.** Buyer shall pay all undisputed invoices by the payment date identified on the invoice. Payments shall be made in U.S. dollars by wire transfer, certified check, bank check, or other method as agreed between the parties. If Buyer disputes any amounts on this invoice, Buyer shall pay the undisputed portion as set forth herein and notify Distributor in writing of the disputed amounts within ten (10) days of receipt. Distributor shall be entitled to recover all its costs, including attorneys' fees and costs, to recover any unpaid invoices from Buyer.

3. **Credit Card Payment Terms.** If Buyer purchases the Goods with a credit card, then Buyer expressly authorizes Distributor to initiate, either itself or through Buyer's third-party payment processor ("Payment Processor"), charges to Buyer's credit card for the full amount of the purchase, including the purchase price of the Goods, applicable sales taxes, shipping and handling fees, and any other charges related to the transaction. Buyer represents and warrants that Buyer is the authorized user of the credit card provided and that sufficient credit is available on the card to cover the purchase price of the Goods and any applicable taxes, fees, or charges. Buyer agrees to comply with all terms and conditions established by the Payment Processor, which may be accessible through the Distributor's website or upon request. In the event that Buyer's credit card is declined or the payment transaction fails for any reason, Distributor reserves the right to suspend or cancel the order until alternative payment arrangements are made. Buyer agrees to provide an alternative form of payment or updated credit card information within five (5) business days of being notified of a failed transaction. Failure to provide valid payment may result in cancellation of the order. Buyer agrees to contact Distributor directly regarding any billing disputes before initiating a chargeback with Buyer's credit card company. In the event of a disputed charge, Buyer shall provide written notice to Distributor within thirty (30) days of the charge appearing on Buyer's credit card statement, detailing the nature of the dispute.

4. **Delivery/Risk of Loss/Title.** All shipments shall be F.O.B. Distributor's facility unless otherwise specified in writing. Delivery dates provided by Distributor are estimates only and Distributor shall not be liable for any loss or damage resulting from any delay in delivery. Distributor

reserves the right to make partial shipments. Title to Goods and risk of loss shall pass to Buyer upon delivery of the Goods to the carrier at Distributor's facility, regardless of who pays for shipping. If Buyer fails to accept delivery of any Goods, Distributor may store the Goods at Buyer's expense.

5. **Warranty Disclaimer.** DISTRIBUTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD TO BUYER. DISTRIBUTOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, PERFORMANCE, CONDITION OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. All Goods are sold "AS IS" and "WITH ALL FAULTS." Buyer acknowledges that: (a) it has not been induced by any statements, representations, or promises made by any person with respect to the quality or condition of the Goods; (b) it has relied solely on such investigations, examinations and inspections as Buyer has chosen to make; (c) no statement, representation, affirmation, or indication made with respect to the quality of the Goods shall be binding upon Distributor unless reduced to writing and signed by each of the parties representatives who have the power and authority to bind each of the parties; and (d) no statements, representations, or descriptions regarding the Goods, whether made by Distributor or appearing in any materials, shall constitute a warranty of any kind

6. **Manufacturer Warranty.** The Goods sold under this Agreement may be covered by a manufacturer's warranty. To the extent that any manufacturer warranty exists, Distributor agrees to pass through to Buyer any manufacturer warranties that accompany the Goods. Distributor shall have no responsibility for fulfilling any manufacturer warranty obligations. Distributor does not guarantee the existence, terms, or enforceability of any manufacturer warranty. Buyer acknowledges that Distributor has made no representations regarding the existence or terms of any manufacturer warranty. Any and all warranty claims must be made directly to the manufacturer in accordance with the manufacturer's warranty policies and procedures. Distributor shall not be responsible for processing, handling, or fulfilling any warranty claims.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL DISTRIBUTOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM THE SALE, USE, OR INABILITY TO USE ANY GOODS PURCHASED FROM DISTRIBUTOR, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, EVEN IF DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISTRIBUTOR'S TOTAL LIABILITY TO BUYER FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE GOODS GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE GOODS MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. **Indemnification.** Buyer shall defend, indemnify, and hold harmless Distributor and its affiliates, subsidiaries, parent companies, and their respective officers, directors, employees, agents, representatives, successors, and assigns ("Indemnitees") from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs, or expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs (including those incurred in connection with investigating, defending, or participating in any such action), which may be incurred by or asserted against any Indemnitee arising out of or related to: (i)

Buyer's use, installation, sale, distribution, or modification of the Goods: (ii) Buyer's negligent act or omission, willful misconduct, or violation of applicable law by Buyer or its employees, agents, or representatives; and (iii) any personal injury, death, or property damage arising from Buyer's storage, handling, use, marketing, sale, or distribution of the Goods.

9. **Indemnification Procedures.** Distributor shall promptly notify Buyer in writing of any claim for which indemnification is sought, provided that the failure to provide such notice shall not relieve Buyer of its indemnification obligations except to the extent Buyer is materially prejudiced by such failure. Buyer shall have the right to control the defense and settlement of any such claim with counsel of its choice that is reasonably satisfactory to Indemnitee; provided, however, that (i) Indemnitee may participate in such defense at its own expense with counsel of its choice; and (ii) Buyer shall not settle or compromise any claim without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, unless such settlement includes an unconditional release of all Indemnitees from all liability arising out of such claim, does not include any statement as to or admission of fault or culpability on behalf of any Indemnitee, and imposes no obligations upon Indemnitee.

10. **Force Majeure.** Distributor shall not be liable for any delay in performance or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, fires, floods, earthquakes, riots, wars, sabotage, labor disputes, governmental actions, or inability to obtain materials, components, energy, manufacturing facilities, or transportation. In the event of any such delay or failure, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

11. **Compliance with Laws.** Buyer shall comply with all applicable laws, regulations, and ordinances in connection with its purchase and use of the Goods, including but not limited to export and import regulations.

12. **Proposition 65 Notice.**

**WARNING:** The Good may expose you to chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov). The above warning is provided pursuant to California Health & Safety Code Section 25249.6 (Proposition 65). Distributor provides this warning based on its knowledge that one or more chemicals listed by the State of California as carcinogens or reproductive toxicants may be present in the Goods. Buyer acknowledges this warning and agrees to provide appropriate warnings to its customers and end users as required by Proposition 65.

13. **Intellectual Property.** The sale of Goods to Buyer does not convey any license, express or implied, under any patent, copyright, trademark, or other intellectual property right owned or controlled by Distributor or the manufacturer of the Goods. Distributor does not warrant that the Goods do not infringe any patent, copyright, trademark, or other intellectual property right of any third party. Distributor shall have no obligation to defend or indemnify Buyer against any claim of infringement arising from the use of the Goods.

14. **Termination.** Either party may terminate any order or agreement between the parties if the other party breaches any material term and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Distributor may terminate any order or agreement between

the parties immediately upon written notice to Buyer if Buyer (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy, (iv) has a receiver appointed for its assets, or (v) is dissolved or liquidated. Termination shall not relieve Buyer of its obligation to pay for Goods delivered prior to termination or for any costs incurred by Distributor in connection with any order that is terminated.

15. **Governing Law and Dispute Resolution.** These Terms and all transactions between Distributor and Buyer shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Any legal action arising out of or relating to these Terms shall be commenced and maintained in a state or federal court located in Pasco County, Land O Lakes, Florida, and Buyer hereby submits to the jurisdiction and venue of such court. In any action to enforce these Terms, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16. **General Provisions.** Buyer may not assign any order or agreement between the parties, or any of Buyer's rights or obligations thereunder, without Distributor's prior written consent. Any attempted assignment without such consent shall be void. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed severed from these Terms, and the remaining provisions shall remain in full force and effect. No waiver by Distributor of any breach of these Terms shall be considered a waiver of any subsequent breach of the same or any other provision. These Terms and Buyer's order constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, representations, or understandings. These Terms may not be modified except by a written instrument signed by an authorized representative of Distributor. All notices required or permitted under these Terms shall be in writing and shall be deemed effective upon personal delivery, upon confirmation of receipt if sent by email, or three (3) days after mailing by certified mail, return receipt requested, to the address specified by the recipient. The provisions of these Terms which by their sense and context should survive any termination or expiration of these Terms shall so survive, including but not limited to Sections 7-16.