



GVH Distribution

GVH Management, LLC Standard Vendor Agreement for Merchandise (Products) Signature Page

Vendor (legal entity name): _____
 Vendor Name as shown on Invoice (DBA): _____

Vendor Address for Notices: Address: _____
 City: _____ State: _____ Zip: _____

Vendor Contact Name/Title: _____
 Vendor Contact Information: Phone: _____ Fax: _____
 Cell: _____ Email: _____

Please check the appropriate statement below:

- Vendor has read and agrees to comply with this Agreement.
- Vendor has read and agrees to comply with the terms of this Agreement as amended by Vendor's proposed changes attached to this Signature Page in the form of an amendment. Vendor understands that no addendum or amendment to this Agreement will go into effect or be binding on GVH until signed by Vendor and an GVH Representative, Vendor's shipment of Product subsequent to the date of its receipt of this Agreement will be deemed to be acceptance by Vendor of this Agreement, without modification, unless an GVH Representative has executed an addendum attached to this Signature Page.

Approved by GVH Representative (signature) _____

The signature set forth below acknowledges Vendor's agreement with and acceptance of the Standard Vendor Agreement for Merchandise (Products).

Name of Signatory/Title: _____

Signatory Signature: _____ Date Signed: _____

PLEASE RETURN THIS COMPLETED SIGNATURE PAGE TO YOUR GVH REPRESENTATIVE AND RETAIN A COPY FOR YOUR RECORDS.

FAILURE TO CHECK EITHER BOX ABOVE WILL BE DEEMED TO BE ACCEPTANCE BY VENDOR OF THIS AGREEMENT WITHOUT MODIFICATION.

GVH Management, LLC Standard Vendor Agreement

This Standard Vendor Agreement for Merchandise (Products) (this “**Agreement**”) is by and between GVH Management, LLC, a Nevada corporation, on behalf of itself and its affiliates issuing purchase orders hereunder (“**GVH**”) and the vendor designated on the Signature Page (“**Vendor**”).

Introduction

Scope The terms and conditions of this Agreement set forth GVH’s offer and apply to Vendor with respect to Vendor’s provision of goods and merchandise (“**Products**”) to GVH. This Agreement is effective as of the date this Agreement is accepted by Vendor (the “**Effective Date**”) and applies to any shipment of Products made by Vendor to GVH from and after the Effective Date. This Agreement includes the terms and conditions of all attached Exhibits.

Execution of Agreement *By its execution of this Agreement, Vendor acknowledges its acceptance of the terms and conditions contained herein and represents and warrants that Vendor’s execution and delivery of this Agreement to GVH has been duly authorized by all necessary corporate or other action on the part of Vendor.*

Vendor will promptly either (a) deliver an executed original of the signature page signed by a person of authority representing Vendor to its GVH Director of Procurement (“**GVH Representative**”) no later than thirty (30) days after Vendor’s receipt of this Agreement. **If GVH does not receive an executed signature page from Vendor within this timeframe, Vendor's shipment of Products in response to a GVH purchase order, whether electronically, orally or hard copy generated, constitutes Vendor's unconditional acceptance of this Agreement.**

General Terms and Conditions

Set-Up All vendors and items shipped through the warehouse must be approved through the GVH vendor and product acceptance process. Vendors must provide GVH any applicable documents and information requested through the vendor setup process. GVH has the right to reject any document or information received if it does not meet GVH expectations and/or requirements. Vendor must keep all documents and information current. Failure to provide required documents or information may result in shipments of products being refused and payments being withheld by GVH until the required document or information is provided. If payment to Vendor is delayed by Vendor’s failure to furnish GVH with required documents or information, Vendor acknowledges that no discount terms previously negotiated with GVH will be lost, revoked, denied or reduced, and GVH will continue to enjoy such negotiated discounts to such extent as if payment were made within the time period necessary to

obtain them.

Vendor must promptly notify GVH of any change in control or ownership.

Purchase Orders

The terms and conditions for GVH's purchase of Products are set forth in its purchase orders ("**GVH Purchase Order**") and in this Agreement. An GVH Purchase Order may be transmitted by Electronic Data Interchange ("**EDI**"), other electronic format, including facsimile and electronic mail, or in paper format. Additional requirements governing EDI transactions are set forth below in the section captioned "**EDI Transactions.**"

The terms and conditions applicable to an GVH Purchase Order (the "**P.O. Terms and Conditions**") are attached as **Exhibit A** and are a part of this Agreement. Unless Vendor and GVH have executed a written amendment to the P.O. Terms and Conditions, the P.O. Terms and Conditions apply to every purchase of Products by GVH from Vendor. If there is an inconsistency between the terms and conditions contained in this Agreement (including the P.O. Terms and Conditions) and the terms and conditions contained in other documents relating to the business to be conducted between GVH and Vendor, the terms and conditions of this Agreement (including the P.O., Terms and Conditions) will prevail unless the conflicting document provides otherwise and is signed by both GVH and Vendor.

Insurance Requirements

Vendor will maintain at all times while providing Products to GVH, at Vendor's own cost and expense, insurance coverage of the types and in such amounts as described in **Exhibit B** as may be supplemented or updated from time to time by GVH. Product liability and completed operations insurance must provide coverage in respect of claims involving bodily injury or property damage arising out of or in connection with the Products. The insurance must be primary and not excess or contributing with any insurance or self-insurance maintained by GVH. The insurance coverage required under this Agreement *must* be maintained by each Vendor for a minimum period of two years following any purchase by GVH or as long as the Products are still held by GVH for resale or use, whichever is longer.

Prior to shipping Products, Vendor will deliver to GVH a Certificate of Insurance including "GVH Management, LLC" as Additional Insured Vendors. Such Additional Insured status may be given by either an Additional Insured Vendors endorsement or, with GVH's prior approval, by blanket Additional Insured Vendors coverage built into the Vendor's General Liability policy form.

The Certificate of Insurance must identify all self-insured retentions and/or deductibles to the current ISO general liability policy. Vendor must provide a minimum of thirty (30) calendar days' advanced written notice should said insurance be cancelled (voluntarily or otherwise),

expire, or for any reduction in the amount or scope of coverage. In the event of cancellation or expiration of said insurance during the period of time insurance coverage is required under this Agreement, Vendor must provide proof of replacement insurance a minimum of twenty (20) calendar days in advance of the effective date of such cancellation or expiration.

Product Recall Policy

In the event of any and all product recalls that are either (i) agreed upon between Vendor and GVH, or (ii) that are required (either by law or in the commercially reasonable judgment of GVH) because GVH has reason to believe the Products are defective, dangerous, incomplete, infringe upon intellectual property rights, or are not in compliance with applicable laws or regulations, the Products will be returned to Vendor at Vendor's expense, or otherwise disposed of as provided for in the GVH Product Recall Procedures. This expense, unless otherwise agreed in writing between Vendor and GVH, will be as set forth in the Recall Policy attached **Exhibit C** – GVH Billing Policy for Recalls and Withdrawals and may be amended or updated from time to time by GVH. The Purchase Order Terms and Conditions continue to apply to Products that have been recalled.

Price Increase Notification

Vendor must deliver to its GVH Representative written or electronic notice of any proposed price increases, a minimum of sixty (60) days prior to the effective date of such price increase. GVH may establish additional price change notices and other procedures from time to time upon written notice to Vendor. GVH will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice. All notices will need to be sent to pricing@gvhdistribution.com and must be in a excel format with GVH item codes and region. See GVH Price change form.

Price Decrease Notification

Vendor must deliver to its GVH Representative written or electronic notice of any proposed price decreases, excluding those for commodity products (*e.g.*, perishable products, live goods, and some food products), a minimum of thirty (30) days prior to the effective date of such price decrease. Price decreases received without proper notification will be subject to a price protection charge. All notices will need to be sent to pricing@gvhdistribution.com and must be in a excel format with GVH item codes and region. See GVH Price change form.

Accounting Office Polices

Invoices

Vendor must provide a separate invoice for each GVH Purchase Order shipped. Each invoice must include the following:

- Unique invoice number
- Valid GVH Purchase Order number
- Vendor name and “remit to address”
- Complete address to which the product was shipped
- Net payment before cash discount Payment terms
 - GVH requires minimum terms of 2% 30 Net 31 terms.

- Total shipped quantity and total invoiced quantity.
- Invoice date on or after the ship date

Vendor must notify GVH's Accounts Payable in writing of any change to Vendor's "remit to address." Please send all correspondence to ap@gvhdistribution.com Failure to do so will delay future payments. Notification information for the various GVH entities is available from the GVH representative. Unless otherwise agreed in writing, terms of payment for the Products ordered will begin on the later of (a) the date the Products ordered were scheduled for delivery and (b) the date the Products are received at GVH's designated location, and discounts will be calculated on the gross amount.

If Vendor ships products prior to the date shown on the GVH Purchase Order, payment will be made based upon the scheduled receiving date, increasing the original terms by the number of days received early. All early shipment requests must be submitted to an GVH Buyer and approved.

Vendor must reference an GVH Purchase Order number and Vendor's invoice number when making inquiries or initiating correspondence.

Vendor must keep full and detailed accounts for a period of not less than two (2) years or as required by law and exercise such controls as may be necessary for proper financial management with respect to transactions with GVH. GVH reserves the right to audit up to two years of Vendor's transactions at any time with respect to Vendor's charges, policies, and procedures. Any resulting claims will be immediately deducted with or without prior Vendor approval or notice.

GVH reserves the right to deduct, set-off or withhold payments determined by GVH to be due and owing by Vendor, whether determined by GVH in the course of any audit conducted on behalf of GVH or otherwise, i.e., Contracted Prices, POD amounts, Lump Sums, etc.. If Vendor has not made payment within thirty (30) days after the invoice date, GVH will not be responsible for any late charges, penalties or assessments in connection with the assertion of its rights to deduct, set-off or withhold such amounts.

Vendor will pay to GVH the amounts set forth in the Fee Schedule attached as **Exhibit D** for any noncompliance with this Agreement.

Confidential Information

Vendor acknowledges that it may from time to time possess Confidential Information that has been created, discovered, developed by or provided to it by or on behalf of GVH, which information has commercial value in GVH's business and which is not in the public domain. As used herein, "**Confidential Information**" means all trade secrets and all other information (whether oral, observed, or written) that is marked or treated as confidential, restricted, or proprietary by GVH or that a person would reasonably consider to be confidential or proprietary under the

circumstances, including, but not limited to, customer information, pricing information, product information, employee information, information regarding business planning and operations, and administrative, financial and marketing activities.

Vendor will protect Confidential Information with the same degree of care that it uses in protecting its own confidential information, but not less than reasonable care. Vendors will not, without GVH's prior written consent, use or disclose any Confidential Information to any person except its authorized employees who require the same in connection with fulfilling Vendor's obligations to GVH. Vendor will not commercially utilize any Confidential Information without GVH's express prior written consent.

Notwithstanding the foregoing, Vendor will have no obligation under this Section with respect to any Confidential Information that it can prove is: (i) received from a third party having a bona fide right to such information and not under an obligation of confidentiality; (ii) approved for release in writing by GVH; (iii) developed independently without reliance on any Confidential Information; (iv) published or becomes generally available through no act or failure to act on the part of Vendor, (v) publicly known through no wrongful act of Vendor, or (vi) required to be disclosed by a court of law, provided Vendor notifies GVH prior to such disclosure.

Vendor will return all Confidential Information contained in a tangible form upon termination of its relationship with GVH, or at an earlier time at GVH's request. Unless otherwise agreed in writing, Vendor shall not make copies of any Confidential Information.

EDI Transactions

Use of EDI

Maximizing use of Electronic Data Interchange (EDI) is a key priority of GVH. Cooperative efforts through the use of EDI have resulted in increased accuracy, improved timeliness, and reduced operating expenses. GVH supports a variety of different EDI Transactions, some of which are mandated through an "EDI Non-Compliance" program.

Transmissions

Documents are transmitted electronically to each Vendor through the use of valued added networks and on a limited basis directly to Vendor. Either party may contract with the value-added network of its choice, but thirty (30) days' notice must be given to the other party upon any change in the choice of the preferred value-added network. Each party is responsible for value-added network expenses for data sent or picked up from its own mailbox.

Acknowledgments

Vendor will acknowledge the receipt of transactions as facilitated through the 997 Functional Acknowledgment or alternative acknowledgment approved in writing by GVH. GVH will monitor these acknowledgments and take appropriate action if the expected

acknowledgments have not been received within the time specified by the standard version being used, or within twenty four (24) hours, whichever is the shorter period.

Transactions sent to GVH by Vendor will be acknowledged according to the guidelines for standard versions being traded. As the sender, it is Vendor's responsibility to verify that GVH acknowledges the transmissions sent. It is Vendor's responsibility to take appropriate action if the expected acknowledgments have not been forthcoming within the time specified by the standard version being used or twenty four (24) hours, whichever is the shorter period.

Garbled Transmissions

If any transmitted document is received in an unintelligible or garbled form, the receiving party must promptly notify the originating party in a reasonable manner.

Termination

GVH reserves the right to revoke an EDI partnership at any time and to revert to the comparable paper process exchange.

Logistics Requirements

UPC/GTIN Policy

All Products sold to GVH in consumer units for the purpose of resale must have a readable UPC or GTIN (collectively, "UPC/GTIN") barcode affixed to the Product or the Product's "sellable" packing. See the GVH Representative for further clarification.

Vendor must adhere to the UCC specifications for the UPC/GTIN bar code for format, size, color, location and clarity.

Bar codes must be clear, legible, capable of being electronically scanned, and represent the human readable numeric code located beneath the barcode.

Vendor must e-mail its GVH Representative for authorization prior to making substitutions for the Products appearing on the GVH Purchase Order.

Vendor must communicate to its GVH Representative, in writing, all changes to current UPC/GTIN numbers, as well as the addition of new numbers, no less than ninety (90) days prior to shipment of Products to GVH.

Vendor covenants that: (1) the UPC/GTIN and PLU codes on the labels or packaging for all Products will be imprinted in an accurate manner that can be electronically scanned; and (2) the UPC/GTIN and PLU information will be correctly assigned to the Products. For the breach of either or both of these covenants, GVH will charge Vendor in accordance with the Fee Schedule attached as **Exhibit D**.

As technology changes - Vendor agrees to adhere to any additional labeling or identification requirements that GVH requires.

Product Preparation

Vendor must prepare Products for shipment as specified by the GVH Purchase Order instructions and in accordance with the Terms and Conditions of the National Motor Freight Classification as it pertains to specifications for packages and the rules portion of the tariff. In addition, Vendor shall:

- Apply tickets to product in accordance with the GVH Purchase Order, including any specific ticketing provisions and cost thereof:
 - Print the correct information on the ticket (*e.g.*, price, SKU, Class, UPC/GTIN)
 - Place ticket on the correct Products
 - Place ticket in the correct location on the Products
- Custom pre-pack and package Products as specified by the GVH Purchase Order:
 - Case quantity and inner pack quantity as specified.
 - Correct number of units
 - Pre-assorted as specified
 - Do not ship partial cases.

Packing List/Bill of Lading

Vendors are required to prepare packing lists as specified below:

- Prepare a packing list for each GVH Purchase Order to include the GVH Purchase Order number, Vendor style/stock number, UPC/GTIN, PLU code, quantity ordered, quantity shipped and customer address.
- Clearly indicate which carton contains the packing list.
Note: If agreed upon, prepare individual store packing lists and a consolidated packing list when shipment is specified for multiple stores. Attach paperwork to the lead carton.
- Indicate the quantity and cost of pallets if Products are delivered on pallets for which GVH will be charged.

Case Labeling

Minimum requirements for case labeling may differ, depending on the following factors:

- Product category
- Sourcing (domestic vs. import)
- Facility shipped to
- Usage of carton level GS1-128 label with approved ASN

Printing must be legible, and easily visible in a warehouse environment (at least 4 feet from the product). Preprinted or pressure sensitive labels may be used in lieu of direct ink application. Case labels to be positioned so they are visible from the outside of the finished pallet. Any applied label must meet content, positioning, and legibility requirements set forth in this standard.

All cases must display the following:

- Case UPC/GTIN/Barcode – the barcode must be scan readable

according to GS1 standards.

- Product UPC/GTIN number in human readable format
- Product name, including brand
- Pack count and size
- Code date (best by, sell by, etc.) The shipping case must be printed with the same date code as the retail package.
- Label hazardous substances in compliance with all applicable laws, rules and regulations, including the Federal Hazardous Substance Act, for the transportation method being use, including IATA, DOT (49 CFR 172), and I.M.D.G. as applicable.

Routing and Shipping Instructions

Vendor will:

- List all GVH Purchase Order numbers on the Bill of Lading. (This service may be performed by the carrier on the freight bill.);
- Mark all pallets and Bills of Lading with *complete* shipping address;
- Pack, mark and describe shipment on Bill of Lading in accordance with the National Motor Freight classifications, including IATA, DOT (49 CFR 172), and I.M.D.G., as applicable;
- Provide GVH with a contact name, address, and phone number, for each of Vendor's ship points, to receive updates to standard routing instructions;
- Follow the GVH Logistics Department standard routing instructions for all collect shipments;
- Ship Products according to the date specified on a Purchase Order;
- Ship GVH Purchase Orders complete in one departure – backorders are not allowed unless the GVH Representative gives prior written or electronic approval. Failure to do so will result in a chargeback for shipping costs associated with a backorder; and
- Ship pre-approved backorders prepaid, FOB GVH's DC dock at Vendor expense plus applicable off invoice amounts.

Scheduling, Delivery, Unloading and Pallet Requirements

For prepaid Vendor shipments, a delivery appointment is required prior to pick up by the carrier. Vendor name, GVH Purchase Order number, delivery address, and pertinent load information is required for appointment and delivery. This includes number of cases, weight, number of pallets/and cube, if available. Load type should be identified (floor stacked, slip sheets, pallets) and delivery appointments should be scheduled a minimum of 48 hours prior to the requested arrival-due date.

To facilitate scheduling of inbound delivery appointments, Vendor and its shippers and carriers must call the number located for the GVH location where the product is being delivered to as listed below.

Unloading for any type of shipment (floor stacked, slip sheets, pallets will be based on GVH's specifications. Palletized loads must be on 48x40 pallets. Only - #1/A GMA quality pallets will be accepted. GVH does not participate in a pallet exchange. GVH reserves the right to refuse products shipped on pallets that do not meet minimum standards of quality, safety or sanitation. GVH may require products to be converted to acceptable pallets at the Vendor's or carrier's expense.

If the pallets are not separated and retail ready at Vendor's facility, Vendor will either need to require its driver to sort and separate or hire GVH's lumping service to prepare the pallets for receiving within GVH standards. There are fees associated with using GVH's onsite unloading service. If onsite unloading is requested, Vendor agrees to pay the associated fees. If loads are received with an excessive amount of damage that increases normal labor time spent for load size, Vendor agrees to pay such fees as described in **Exhibit D**

GVH Distribution Center Policy:

Any driver who chooses to unload his or her own load will be required to complete the load within the scheduled unload time.

Children under 12 are not permitted in the warehouse.

Proper footwear is required in the warehouse – No open toe or open-heeled shoes.

GVH is a weapons-free workplace. Bringing a weapon onto any GVH premises is strictly prohibited.

Smoking (including E-Cigs) is only permitted in designated smoking areas.

If for any reason Vendor's driver cannot meet all of the required safety rules, Vendor will be required to hire GVH's current unloading service and pay all costs and fees associated therewith.

GVH may, in its sole discretion, prohibit certain carriers from making deliveries to GVH facilities. Vendor is required to check with GVH to confirm that Vendor's carriers are not prohibited from making deliveries to GVH's facilities. If Vendor uses a prohibited carrier, the shipment will be rejected at the time of arrival and Vendor will be responsible for any storage or re-consignment fees if occurred.

General

Scanning/Faxing

The parties agree that in the event Vendor returns the signature page of this Agreement via fax or other electronic means, including via email (with .PDF attachment), such signature page shall be treated in all respects as an original instrument bearing the signature of the transmitting party, and either party may rely on and/or enforce a scanned version of this Agreement as if it were an original.

Notices

Any notice called for in this Agreement must be in writing, and may be given by personal delivery, first class mail, overnight delivery service or electronic mail. If sent by first class mail, notices shall be sent to Vendor at the address listed on the signature page, and if sent to GVH, at the following address:

GVH Management, LLC
Attn: Chief Financial Officer
2601 SE Loop 289
Lubbock, Texas 79404

Notices given by personal delivery will be effective on delivery; notices given by overnight services will be effective on the next business day; notices given by first class mail will be effective three business days after mailing; and notices given by electronic mail will be effective when acknowledged as received. As used herein, "business day" means a day of the week other than a Saturday, Sunday or legal holiday (state or federal) in the state where delivery is being made. Either party may designate another notice address in a notice given pursuant to this Section

TABLE OF EXHIBITS

EXHIBIT A: GVH PURCHASE ORDER TERMS AND CONDITIONS

EXHIBIT B: VENDOR INSURANCE REQUIREMENTS

EXHIBIT C: GVH BILLING POLICY FOR RECALLS AND WITHDRAWALS

EXHIBIT D: FEE SCHEDULE

EXHIBIT A
GVH PURCHASE ORDER TERMS AND CONDITIONS

1	<p><u>Purchase Order; Cancellation.</u> These GVH Purchase Order Terms and Conditions apply to all orders (“GVH Purchase Orders”) of goods, merchandise and incidental services (“Products”) ordered by GVH Management, LLC and its affiliates (collectively, “GVH”) from Vendor. GVH reserves the right to cancel a GVH Purchase Order without penalty by notice to Vendor on or before the given cancellation date and at any time if the completion or delivery date is not met or if prior to such date, GVH had reason to demand adequate assurance of due performance and such assurance is not forthcoming within ten (10) days after the date of GVH’s demand. If a delivery date or completion date is not specified on the GVH Purchase Order a reasonable time will be allowed. GVH may cancel the un-received portion of an GVH Purchase Order at any time if delivery of the Products is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges will be prepaid by Vendor. If no cancellation date appears on the front of the GVH Purchase Order, the cancellation date will be a reasonable period of time prior to the shipment of the Products. If Vendor ships the Products before the “ship on” date, after the cancellation date, or after actual cancellation, GVH may, in the exercise of its sole discretion, refuse the shipment, or GVH may accept the Products and charge Vendor in accordance with GVH’s Non-Compliance Fee Schedule. Any and all loads created at Vendor’s dock must be segregated by individual GVH Purchase Order.</p>
2	<p><u>Non-Conforming or Unordered Products.</u> GVH will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the GVH Purchase Order, the Vendor Agreement or the terms and conditions of any other agreement to which these GVH Purchase Order Terms and Conditions are attached, including shipping and routing instructions and dates of shipment and delivery. If GVH takes delivery of such nonconforming order, or any part of such an order, GVH reserves the right to deduct from its payment all actual or reasonable expenses, including, but not limited to, transportation, inspection, receipt, ticketing, re-ticketing, recall, care and custody of the Products, and notice to Vendor incurred as a result of such non-conformity or non-compliance. If GVH takes delivery of any unordered or non-complying Products, GVH may, without notice to Vendor of such fact, ship the unordered or noncomplying Products to Vendor at Vendor’s cost and expense. GVH will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without GVH’s prior written approval. Vendors will not backorder any Products subject to an GVH Purchase Order without GVH’s prior written consent. Vendor must pay all shipping costs associated with a backorder. All backorders should receive the best of pricing and terms at either the time of original order or at the time of actual shipment. All terms and conditions of the GVH Purchase Order apply to any Products on backorder.</p>

3	<p><u>Right of Inspection.</u> GVH will have the right to inspect the Products and reject any nonconforming Products within sixty (60) days of delivery. This right of inspection, whether exercised or not, will not affect GVH’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by GVH will not be construed as an acceptance of Products, or as a waiver or limitation of any of GVH’s rights as set forth herein. In no event will Vendor sell or , even if rejected by GVH as nonconforming.</p>
4	<p><u>Shipment Constitutes Acceptance of Agreement.</u> Shipment of Products by Vendor constitutes acceptance of these GVH Purchase Order Terms and Conditions and the terms and conditions set forth in any agreement to which the GVH Purchase Order Terms and Conditions are attached, unless GVH has agreed to a change in writing prior to shipment. These GVH Purchase Order Terms and Conditions may not be altered by industry customs or course of dealings of the parties. IN THE EVENT ANY OF THE TERMS CONTAINED IN GVH’S VENDOR AGREEMENT, INCLUDING THESE GVH PURCHASE ORDER TERMS AND CONDITIONS, CONFLICTS WITH ANY TERMS IN VENDOR’S INVOICE, BILL OF LADING, OR OTHER VENDOR DOCUMENT, THE TERMS OF GVH’S VENDOR AGREEMENT, INCLUDING THESE GVH PURCHASE ORDER TERMS AND CONDITIONS, SHALL CONTROL NOTWITHSTANDING ANYTHING IN ANY VENDOR DOCUMENT WHICH STATES OR PURPORTS THAT THE TERMS OF THAT VENDOR DOCUMENT CONTROLS.</p>
5	<p><u>Retail Pricing.</u> GVH makes no representation regarding the maintenance of any specific retail price for Products purchased for resale.</p>
6	<p><u>Representations, Warranties and Guarantees.</u> By acceptance of the GVH Purchase Order, Vendor makes the following representations, warranties and guarantees:</p> <ol style="list-style-type: none"> a. The Products shipped, as of the date of shipment, comply with, and are not adulterated or misbranded within the meaning of, the Federal Food, Drug and Cosmetic Act, as amended, (“FDCA”), including, without limitation, the Food Additives Amendment as further amended and also comply with, and are not adulterated or misbranded within the meaning of, any states’ food and drug law; are not articles that may not be introduced into interstate commerce pursuant to Sections 404 or 505 of the FDCA, the Federal Hazardous Substances Act (“FHSA”), or otherwise; if meat and poultry products comply with the Federal Meat Inspection Act and the Poultry Products Inspection Act; conform to all applicable Consumer Product Safety Act (“CPSA”) rules, bans, standards or regulations, and if sold in California, Proposition 65 Standards; and furthermore comply with all other applicable federal, state and local laws, rules and regulations. b. Each shipment or other delivery of Products is not misbranded or mislabeled under the FHSA or any other law or regulation; Products have been tested and approved by either the Underwriters Laboratory, Inc. or the ETL, and the National Sanitation Foundation (if applicable); Products will include a Certificate of Compliance for children’s products or a General Compliancy Certificate for other CPSA regulated products as required under the Consumer Product Safety Improvement Act of 2008 (“CPSIA”); Products will comply in all material respects with all applicable Federal and State product safety laws and regulations and

all applicable and mandatory product safety rules, bans and standards that are enforced by the U.S. Consumer Product Safety Commission, including any failure of a Certificate of Compliance supplied by the Vendor or maintained on Vendor's internet accessible electronic platform to comply with applicable requirements of the CPSIA §14(a); Products will, if constituting or containing an economic poison as defined in the Federal Insecticide, Fungicide, and Rodenticide Act, be registered pursuant to said Act and comply with all other provisions of such Act (7 U.S.C.A. 135- 135K); Products will conform to the applicable flammability standards under the Federal Flammable Fabrics Act; and Products meet all applicable Occupational Safety and Health Administration Standards. Vendor warrants that all electric appliances, component parts and wiring purchased shall be listed by either the Underwriters Laboratories, Inc. or the ETL in compliance with applicable electrical codes; that all merchandise purchased containing fabric which is subject to the provisions of the Federal Flammable Fabrics Act shall conform to the provisions of such act; that all merchandise purchased which is subject to the provisions of the applicable state bedding and furniture laws shall conform to the provisions of such laws; and that all textile fiber products furnished shall be properly branded and invoiced in accordance with the Textile Fiber Products Identification Act and all other Federal Statutes applicable to such products. Vendor will provide GVH copies of all Material Safety Data Sheets ("MSDS") for any applicable products.

- c. The Products, including the packaging, advertising, labels and other materials contained on, with, or relating to the Products, do not infringe any patent, copyright, trademark, trade name or other proprietary interest of GVH or any third party and comply with the Federal Trade Commission Act and all other applicable laws, rules and regulations.
- d. The price charged, allowances and services furnished, if any, in connection with the sale of Products to GVH are not discriminatory and were made available on proportionately equal terms to other customers of Vendor, and that the prices charged for the Products shipped are the lowest lawful prices available from Vendor.
- e. The Products and the manufacture, sale, storage, shipping, transportation and billing for the Products, comply with all provisions of applicable law and with all applicable promulgations of governmental authority, both domestic and foreign.
- f. Vendor is the lawful owner of the Products, has good right to sell same and convey good and merchantable title, and the Products are and will be conveyed free of any and all claims, liens, security interests or other encumbrances. Vendor represents that unless it has disclosed to GVH otherwise, it is not a broker or reseller of the Products.
- g. The Products are of merchantable quality and of good material and workmanship, are free from contamination or impurity and defects in design and title, and are fit and sufficient for purposes for which goods of that type are ordinarily used, as well as for any purposes Vendor has specified or advertised.
- h. The Products conform in every respect to applicable specifications, instructions, drawings, data, samples and descriptions.
- i. The representations, warranties and guarantees contained in this Section 6 run to GVH, its customers, and its and their successors and assigns. Vendor incorporates by reference and passes on to GVH and its customers and its and their successors and assigns the benefits of all warranties and guarantees given to Vendor by persons from whom Vendor purchased any of the Products. GVH's approval of specifications, drawings, samples and/or other descriptions furnished by Vendor does not relieve Vendor of its obligations. The representations, warranties and guarantees set forth in this Section 6 are in addition to all other express, implied or statutory warranties, are continuing in nature, survive GVH's payment, acceptance, inspection or failure to inspect the Products.
- j. Vendor will in every manner of its business related to the GVH Purchase Order and all Products or merchandise delivered to GVH obey and conform to all applicable laws, rules and regulations, both domestic and foreign.

7	<p><u>Code of Conduct.</u> Vendor warrants that the Products are produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Vendor represents and warrants that Vendor and its contractors are not engaged in and will not engage in any labor practice in violation of the laws or regulations of the country of manufacture or assembly of the Products involving unsanitary and/or unsafe labor conditions. If GVH determines that Vendor or its contractors have failed to comply with the foregoing, GVH will be entitled to return all Products on hand for full refund, at Vendor's cost, and cancel any unfilled orders at no cost.</p> <p>The following Code of Conduct is an integral part of all GVH Purchase Orders, the terms of which must be followed by Vendor and its contractors:</p> <ul style="list-style-type: none"> a. Child, indentured, involuntary labor must not be used or supported. b. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions. c. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation. d. The workplace must be free from harassment, which includes sexually coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation. e. Workers at all-time must be treated fairly, with dignity and respect. f. Wages paid to workers must meet or exceed legal and industry standards. g. All Vendor workers performing work within the United States must be legally eligible for employment in the U.S.A. under the United States Immigration Laws. Vendor must require and review, prior to each non-U.S. citizen employee's assignment, documentation establishing such eligibility for all Vendor workers who perform services for GVH within the United States. h. Vendor may not engage in any conduct likely, intending, or appearing to improperly influence any GVH Representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Vendor must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from GVH's point of view. i. Vendor must comply with the provision of the U.S. Foreign Corrupt Practices Act of 1977 as amended. Vendor will not offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business. j. Vendor and its contractors must maintain written records evidencing compliance with the provisions of this Code of Conduct and must make those records available to GVH upon request
8	<p><u>Customer Returns.</u> If GVH has purchased Products hereunder for the purpose of resale and GVH's customers return any of the Products to GVH due to any actual or alleged defect, or the Products in any way fail to comply with these GVH Purchase Order Terms and Conditions, GVH may tender back such Products to Vendor on an FOB origin basis. Vendor will promptly accept such Products, pay all shipping and handling expenses and give full, unconditional credit or cash refund, at GVH's option, for the cost of the Products to GVH. Perishable food Products need not be returned in order to obtain full credit.</p>

9	<p>Acceptance of Terms. GVH'S OFFER TO PURCHASE IS EXPRESSLY SUBJECT TO VENDOR'S ACCEPTANCE OF THESE GVH PURCHASE ORDER TERMS AND CONDITIONS AND ANY AGREEMENT TO WHICH THESE GVH PURCHASE ORDER TERMS AND CONDITIONS IS ATTACHED. VENDOR'S EXECUTION OF GVH'S STANDARD VENDOR AGREEMENT OR OTHER PURCHASE AGREEMENT (OR VENDOR'S SHIPMENT OF PRODUCTS IN RESPONSE TO AN GVH PURCHASE ORDER) CONSTITUTES VENDOR'S ACCEPTANCE OF THESE GVH PURCHASE ORDER TERMS AND CONDITIONS AND ANY AGREEMENT TO WHICH THE GVH PURCHASE ORDER TERMS AND CONDITIONS IS ATTACHED, AND PRECLUDES VENDOR'S OBJECTION TO ANY SUCH TERMS AND CONDITIONS AND/OR VENDOR'S INCLUSION OF ANY DIFFERENT OR ADDITIONAL ITEMS, TERMS OR CONDITIONS IN ANY RESULTING ORDER EXCEPT AS SET FORTH IN WRITTEN AMENDMENT REFERENCING THESE GVH PURCHASE ORDER TERMS AND SIGNED BY BOTH GVH AND VENDOR. By accepting a GVH Purchase Order or by shipping Products in response to a GVH Purchase Order, Vendor agrees that GVH is not bound by any other term or condition of Vendor in any written acknowledgment, invoice or otherwise, that is inconsistent with or in addition to the terms and conditions hereof. All sections of the Uniform Commercial Code that expressly or implicitly protect GVH and are not inconsistent with any term hereunder are hereby incorporated by reference, whether it is construed as an offer or acceptance.</p>
10	<p>Payments Subject to Claims/Defenses. All amounts payable to Vendor will be subject to all claims and defenses of GVH, whether arising from the GVH Purchase Order or any other transaction. GVH has the right to set off and deduct against any such amounts all present and future indebtedness of Vendor to GVH (which includes all of its affiliates) and may exercise this right up to three (3) years from the date of the last shipment by Vendor. Vendor will be deemed to have accepted each debit amount or vendor chargeback within ninety (90) days following receipt of notice of same, unless Vendor notifies GVH's Accounts Payable Department (marked "Correspondence") in writing during such period as to why the deduction should not be made and provides sufficient documentation of the reason(s) given.</p>
11	<p>Taxes and Other Charges. Unless otherwise agreed in writing, the contract price includes all federal, state and local taxes, tariffs, import duties, commissions and other charges, except taxes Vendor is required by law to collect from GVH. Such taxes, if any, will be separately stated in Vendor's invoice and will be paid by GVH unless an exemption is available. Vendor will obtain and pay for any licenses, permits, or inspection by public bodies required in connection with the manufacture, completion, or delivery of the Products.</p>
12	<p>Force Majeure. TIME IS OF THE ESSENCE. However, GVH excuses Vendor from nonperformance or delays in delivery caused by acts of God, unforeseeable occurrences or other force majeure events, but Vendor agrees it is not excused by unexpected difficulty or commercial impracticality of any degree or by any labor difficulties or strikes. GVH may cancel the un-received portion of an GVH Purchase Order at any time if delivery of the goods is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges shall be prepaid by the Vendor or, if not prepaid, then GVH reserves the right to issue chargebacks relating to the additional freight costs and administrative costs. GVH reserves the right to reject any shipment of any order of goods from Vendor and shall have no obligation to pay for the rejected shipment in the event that GVH's business or operations are discontinued in whole or part by reason of fire, flood, earthquake, war, civil disorder or any other act or event beyond GVH's reasonable control.</p>

13	<p><u>Indemnification.</u> Vendor will protect, defend, indemnify and hold harmless GVH, its subsidiaries and affiliates, and its customers, and their respective directors, officers, employees, agents, contractors, successors and assigns (collectively, the “GVH Indemnified Persons”) from and against any and all claims, actions (including those in strict liability), demands, liabilities, losses, costs and expenses (including reasonable attorney’s fees), including without limitation liabilities arising from any actual or alleged injury to or death of any person, damage to any property, and any other damage or loss whatsoever and by whomsoever suffered, including Vendor’s or GVH’s agents or employees, resulting or claimed to result, directly or indirectly, from (1) the Products, including GVH’s purchase,</p>
	<p>use, shipment, storage, delivery, sale, offering for sale, or other handling of the Products, or (2) Vendor’s actual or alleged breach of any of the representations, warranties, guarantees or other terms and conditions contained herein, except as to (1) and (2) above, if such liability is caused by the sole negligence or willful misconduct of the GVH Indemnified Person seeking indemnification pursuant to this section. In addition to the foregoing, if any of the Products purchased or any part thereof is alleged or held to constitute an infringement of any patent, copyright, trade name, trademark or other intellectual property right of any third party, Vendor, at its own expense, will either (i) procure for GVH, its successors, assigns, and customers the right to continue using such Products without additional charge or expense to GVH or its successors, assigns or customers; (ii) replace the Products with non-infringing items at no additional charge or expense; or (iii) only if options (i) and (ii) are impracticable, refund the purchase price for the Products and pay all related expenses.</p> <p>As to any claim made against GVH or its subsidiaries, affiliates, successors or assigns, Vendor expressly waives any defense or insulation from liability or immunity from suit with respect to injuries to Vendor’s employees that may be extended to Vendor as a result of any payments made by Vendor to such employees or under any applicable worker’s compensation statute or similar law or judicial decision. It is further agreed and affirmed that Vendor will hold indemnify, defend and hold harmless GVH and its subsidiaries, affiliates, successors and assigns from and against any claims made by any of Vendor’s employees, contractors or representatives working in the course and scope of their employment by Vendor or provision of services to Vendor while at any GVH location (the term “location” not being limited to any store, manufacturing plant or distribution center, but encompassing GVH and all of its affiliates and subsidiaries and their facilities), unless such claim was the sole and proximate result of the gross negligence and/or willful misconduct of GVH. Further, GVH will be held harmless from any worker’s compensation liens incurred from Vendor’s insurance carrier, third party administrator or self-administered, self-insured claims program(s). Vendor acknowledges that this provision is a reasonable request from GVH and being agreed to by Vendor in order to give Vendor employees, contractors and representatives access to GVH locations.</p>

14	<p><u>Country of Origin Requirements.</u> Vendor warrants to GVH that it complies (or prior to the Effective Date will be in full compliance) with all federal, state and local Country of Origin labeling and related requirements, including those required by the U.S. Customs Service, those contained in the Agricultural Marketing Act, as amended by the 2002 Farm Bill, and the implementing regulations (collectively, “Country of Origin Requirements”), and will provide to GVH all reasonable assistance requested by GVH and information necessary to enable GVH to comply with the Country of Origin Requirements as they apply to Vendor’s Products. In particular, Vendor will:</p> <ul style="list-style-type: none"> a. label or include with all Products subject to the Country of Origin Requirements (“Covered Commodities”) that are shipped to GVH all Country of Origin information that GVH is required to display or maintain with respect to the Covered Commodities; b. comply with all record keeping and product segregation standards required by the Country of Origin Requirements and by GVH; and <p>Breach of this warranty with respect to the Country of Origin Requirements will trigger the indemnification obligations of the GVH Purchase Order Terms and Conditions and in any agreement to which they are attached.</p>
15	<p><u>Title and Risk: Shipment.</u> Unless otherwise indicated on the GVH Purchase Order, title and risk of loss with respect to the Products will remain with Vendor until the Products have been delivered to and accepted by GVH, or an agent or consignee duly designated by GVH, at the location specified on the front hereof. A packing slip must accompany each shipment. If a shipment is to a consignee or agent of GVH, a copy of the packing slip must be forwarded concurrently to GVH. If no packing slip is sent, the count or weight reported by GVH or its agent or consignee will be final and binding upon Vendor with respect to such shipment.</p>
16	<p><u>Public Announcements.</u> Vendor will inform and obtain the prior written consent of GVH prior to making any public announcement, through press releases or otherwise, concerning its relationship with GVH.</p>

17	<p><u>General Provisions.</u> Any rights or remedies granted to GVH in any part of the GVH Purchase Order will not be exclusive of, but will be in addition to, any other rights or remedies that GVH may have at law or in equity. Vendor may not assign its rights and obligations hereunder without the prior written consent of GVH, which will be in GVH's sole discretion. The rights and obligations of the GVH Purchase Order will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under the GVH Purchase Order. Vendor and GVH are not, and will not be, joint ventures', partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. The rights and liabilities of the parties under an GVH Purchase Order are governed in all respects by the laws of the United States of America and the laws of the State of Utah, without reference to or application of its conflicts of law provisions. The Parties specifically exclude the Convention for International Sales of Goods (CISG). THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTES OR CLAIMS ARISING UNDER THIS AGREEMENT. If Vendor has previously made GVH an offer with respect to the Products, the GVH Purchase Order will not operate as an acceptance of Vendor's offer, but rather will be deemed to be a counter-offer. If any of the terms of the GVH Purchase Order or agreement in which they are incorporated are subsequently or are now illegal, they will be severed without affecting the remaining terms. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.</p>
18	<p><u>Mandatory Arbitration.</u> Any controversy, claim or dispute of whatever nature arising between the parties arising out of or relating to the GVH Purchase Order or any agreement in which they are incorporated, or the breach, termination, enforceability, scope, or validity thereof, whether such claim existed prior to or arises on or after the execution date (a "Dispute"), will be resolved by binding arbitration in Lubbock Texas, USA or other location agreed upon by GVH. The prevailing party in any such action will be entitled to recover all costs, including reasonable attorneys' fees, at trial or in any arbitration, including such fees incurred on any appeal or petition for review, or incurred in enforcing the terms of this Agreement or other agreement including these terms.</p> <p>Neither party will commence an arbitration proceeding pursuant to the provisions set forth below unless that party first gives a written notice (a "Dispute Notice") to the other party setting forth the nature of the Dispute. The parties must attempt in good faith to resolve the Dispute through discussions between the parties' senior management.</p> <p>a. If the Dispute has not been resolved through senior management discussions as provided above within sixty (60) days after receipt of the Dispute Notice, or if a party fails to participate in those discussions, then the Dispute will be determined by binding arbitration. The arbitration will be conducted in accordance with such rules as may be agreed upon by the parties, or failing agreement within thirty (30) days after arbitration is demanded, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The Dispute will be determined by one arbitrator, except that if the Dispute involves an amount in excess of</p>

\$1,000,000 (exclusive of interest and costs), three arbitrators will be appointed.

- b. Persons eligible to serve as arbitrators need not be members of the AAA, but they must have professional credentials demonstrating the ability to handle a matter of the scope and complexity of the Dispute. The arbitrator(s) will base the award on the applicable law and judicial precedent that would apply if the Dispute were decided by a United States District Court Judge and the arbitrator(s) will have no authority to render an award, which is inconsistent therewith. The award must be in writing and include the findings of fact and conclusions of law upon which it is based.
- c. Unless the parties agree otherwise, discovery will be limited to an exchange of directly relevant documents. Depositions will not be taken except as needed in lieu of a live appearance or upon mutual agreement of the parties. The arbitrator(s) will resolve any discovery disputes. The arbitrator(s) and counsel of record will have the power of subpoena process as provided by law. The parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury.
- d. The arbitration will be governed by the substantive laws of the State of Utah, without regard to conflicts-of-law rules, and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). Judgment upon the award rendered may be entered in any court having jurisdiction. Notwithstanding the foregoing, upon the application by either party to a court for an order confirming, modifying or vacating the award, the court will have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator(s), the award should be confirmed, modified, or vacated in order to correct any errors of law made by the arbitrator(s). In order to effectuate such judicial review limited to issues of law, the parties agree (and will stipulate to the court) that the findings of fact made by the arbitrator(s) will be final and binding on the parties and will serve as the facts to be submitted to and relied upon by the court in determining the extent to which the award should be confirmed, modified, or vacated.
- e. Except as otherwise required by law, the parties and the arbitrator(s) agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute. If either party fails to proceed with arbitration as provided in the this Agreement, or unsuccessfully seeks to stay the arbitration, or fails to comply with the arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party will be entitled to be awarded costs, including reasonable attorney's fees, paid or incurred in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

EXHIBIT B

VENDOR INSURANCE REQUIREMENTS

All coverage required under this section shall be procured from companies possessing an A.M. Best rating of A- or better.

Certificate Holder Name and Address: GVH Management, LLC 2601 SE Loop 289 Lubbock, TX 79404	Must be shown as additional wording on Certificate: All insurance policies excluding workers compensation must be primary & non-contributory.
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General Liability

(The following is minimal requirements)

Occurrence Basis	Yes
Additional Insured	CG 20 15 07 04
Each Occurrence	\$2,000,000
Damage to Rented Premises	\$100,000
Product Liability	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Commercial General Aggregate	\$2,000,000

Auto Liability

Any Auto	Yes
Combined Single Limit- Bodily Injury and Property Damage	\$1,000,000

Workers Compensation

Statutory Limits	Yes
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Employers Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The insurance coverage required under this Agreement must be maintained by each vendor for a minimum period of two years following any purchase by GVH or as long as the Products are still held by GVH for resale or use, whichever is longer.

EXHIBIT C
GVH BILLING POLICY FOR RECALLS AND WITHDRAWALS

Vendors of recalled or withdrawn products removed from sale will be charged the total of the following:

Distribution Center	\$500 per recall regardless of Classification.
Administrative Costs	Recall processing \$100 per recall. Class I recalls requiring retailer phone calls \$3 per store.
Delivered Cost of Products	Cost of products will be billed at most recent cost to GVH for product in distribution center. (not shipped to stores) Cost of products will be billed at cost to retailer for product returned from stores.
Special Handling Costs	Any identifiable special handling costs.
Disposal/Storage Cost	Any identifiable disposal/storage costs.
Freight for Products Returned	Actual freight cost for the products returned to Vendor, if GVH has to arrange.
Retailer Handling Costs	\$25 per store per recall.

Any replacement merchandise must be placed as a new order. Trading merchandise without charge is not permissible.

EXHIBIT D
FEE SCHEDULE

UPC/GTIN or Bill of Lading non-compliance fees: Up to \$50 per occurrence.

Sorted and Segregated Fees: Sort and Segregated charges plus administrative fees up to \$250 per occurrence.