

STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Agreement") are applicable to any quote or purchase order placed with and accepted by the supplier (referred to herein as "The Canvas Works Ltd"):

1. SCOPE OF AGREEMENT. The Canvas Works Ltd, upon acceptance of a quote or purchase order by Buyer, will supply the products and services specified in the quote or purchase order (the "Work") to Buyer, pursuant to the terms and conditions of this Agreement and its exhibits and The Canvas Works Ltd's acceptance of such quote or purchase order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer's purchase orders, invoices, acknowledgements or other documents. The details of the work (e.g. quantity, price, and product specifications) shall be set forth in the relevant quote or purchase order.

2. PRICE AND TERMS. (a) The prices payable by Buyer for goods and services to be supplied by The Canvas Works Ltd under this Agreement will be specified in the applicable Quote or purchase order. Unless otherwise expressly stated in a Quote or purchase order, all prices exclude shipping and taxes. (b) Payment terms for individual Buyers are net ten (10) calendar days from the date of the invoice. Payment for Business Buyers is due on the twentieth (20th) day of the month following the date of the invoice. If Buyer does not pay an invoiced amount within terms, The Canvas Works Ltd reserves the right to (1) add finance charges of one and one-half percent (1.5%) per month on the late balance; and/or (2) revoke Work until full payment is made; and/or (3) revoke any credit extended to Buyer. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse The Canvas Works Ltd for the reasonable costs, including attorney's fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written notice of the dispute prior to the due date for such payment. (c) Upon reasonable request by The Canvas Works Ltd, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as The Canvas Works Ltd reasonable requests to determine credit status or credits limits. (d) Buyer shall provide notice within five (5) business days of the occurrence of any event which materially affects Buyer's ability to perform its obligations under this Agreement including but not limited to: (i) the material default of any The Canvas Works Ltd or sub-contractor; (ii) labour strike or dispute; or (iii) material uncured default with respect to any debt obligations of Buyer. (e) Pricing schedules (whether attached to this Agreement or Quote or purchase order) are subject to change upon a change in the price of applicable raw materials (as reflected on a recognized trade or commodity pricing tracker) in excess of five percent (5%) from the date of such schedule. (f) Unless otherwise specified in the Quote or purchase order, Work will be delivered by The Canvas Works Ltd.

3. BUYER MATERIALS AND DATA. Buyer represents and warrants that any matter it furnishes for performance of services by The Canvas Works Ltd (i) does not infringe any copyright or

trademark or other Intellectual Property Rights of any third party; (ii) is not libellous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party.

4. INVENTORY. In the event any inventory is maintained by The Canvas Works Ltd on behalf of Buyer, the applicable Addendum 1 and/or Addendum 2 incorporated herein shall apply.

5. INTELLECTUAL PROPERTY. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information embodying proprietary data existing and owned by Buyer as of the date of the Quote or purchase order or made or conceived by employees of Buyer during the Term of the Quote or purchase order shall be and remain the sole and exclusive property of Buyer provided that Buyer grants The Canvas Works Ltd a license to use, display and distribute (and to sub-license its affiliates and sub-contractors to use, display and distribute) any intellectual property rights delivered to The Canvas Works Ltd as reasonably necessary to perform any Quote or purchase order. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information embodying proprietary data existing and owned by The Canvas Works Ltd as of the date of the Quote or purchase order or made or conceived by employees, consultants, representatives or agents of The Canvas Works Ltd during the term of this Agreement shall be and remain the sole and exclusive property of The Canvas Works Ltd.

6. CONFIDENTIAL INFORMATION. Any information that parties receive or otherwise have access to incidental to or in connection with this Agreement (collectively, the "Confidential Information"), shall be and remain the property of the disclosing party. Confidential Information shall not include information which: (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of the Receiving Party and through no breach of this provision by the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party independently of any disclosure by the Disclosing Party. Confidential Information may be used to the extent necessary to perform this Agreement and the parties shall not disclose Confidential Information to any third party, except to its agents (who have executed confidentiality agreements containing terms substantially similar to the terms) as necessary to provide the Work hereunder. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed during the course of the business relationship with The Canvas Works Ltd and Buyer, and in no event shall The Canvas Works Ltd acquire and right, title, or interest in and to any materials or information provided to it by Buyer.

7. INDEMNIFICATION. The indemnifying party, as Indemnitor, shall indemnify, defend and hold harmless the indemnified party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quote or purchase order or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts in carrying out its obligations under the Quote or purchase order or the Agreement, provided that in no event shall The Canvas Works Ltd be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Buyer (including the use of information, artwork, logos, and/or trademarks provided by Buyer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct. In quote or purchase order to avail itself of this indemnity provision, Indemnitee shall promptly provide notice to Indemnitor of any such claim, tender the defence of the claim to Indemnitor, and cooperate with Indemnitor in the defence of the claim. Indemnitor shall not be liable for any cost, expense, or compromise incurred or made by Indemnitee in any legal action without the Indemnitor's prior written consent.

8. BREACH. In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quote or purchase order or the Agreement, the non-breaching party shall have the right to: (a) terminate the Quote or purchase order immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quote or purchase order or this Agreement shall not constitute a waiver of The Canvas Works Ltd's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Buyer shall provide The Canvas Works Ltd with reasonable notice of any alleged deficiencies in the Work or performance under the Quote or purchase order or this Agreement and The Canvas Works Ltd shall have a reasonable opportunity to cure any such alleged non-conformance or breach.

9. WARRANTY. The Canvas Works Ltd warrants that the Work shall reasonably conform to specifications in all material respects. The Canvas Works Ltd will not provide refunds for any Work conforming to specifications in all material respects. Other than the warranties set forth in this section, The Canvas Works Ltd makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or any items produced will be merchantable or fit for any particular purpose or use. In the event of any breach of any warranty specified in this provision, Buyer's exclusive remedy shall be that The Canvas Works Ltd shall, at its option, repair or replace any defective goods at no cost to Buyer or refund any purchase price paid for such Work.

10. ASSIGNMENT. Except as otherwise provided, the Quote or purchase order and this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

11. STATUS. Buyer and The Canvas Works Ltd are separate entities. Nothing in the Quote or purchase order or this Agreement shall be construed as creating an employer-employee or joint venture relationship.

12. COMPLIANCE WITH LAW. Each party shall comply with all New Zealand laws and regulations applicable to its performance hereunder.

13. FORCE MAJEURE. Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labour disruption, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.

14. SURVIVAL. In the event any provision of the Quote or purchase order or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Quote or purchase order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defence, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Quote or purchase order and this Agreement.

15. ENTIRE AGREEMENT. The Quote or purchase order, this Agreement and the operative provisions of any quotation issued by The Canvas Works Ltd and any purchase quote or purchase order issued by Buyer, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. No proposal, quote or purchase order confirmation, acceptance, or any other document provided by either Party to the other, nor terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. No party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in the Quote or purchase order or this Agreement, or as may be, on or subsequent to the date hereof set forth in writing and signed by the party to be bound thereby. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Quote or purchase order, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such Quote or purchase order that a specific provision in this Agreement is amended, in which case this Agreement

shall be so amended, but only with respect to such Quote or purchase order. The Quote or purchase order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.

ADDENDUM 1

Customer Owned Inventory

The Canvas Works Ltd may, from time to time, house materials or inventory owned by Customer ("Customer Materials") at its facility ("The Canvas Works Ltd Facility") in quote or purchase order for The Canvas Works Ltd to perform services for Customer and Customer and The Canvas Works Ltd desire to agree to the terms and conditions upon which The Canvas Works Ltd will store such Customer Materials. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Customer agrees to pay the storage and other fees associated with The Canvas Works Ltd's storage, inventorying and warehousing of the Customer Materials ("Customer Materials Warehouse Storage Fees").
2. Upon The Canvas Works Ltd's receipt of Customer Materials, Customer agrees that it shall bear all and insure against all risk of loss at all times while such Customer Materials are located at The Canvas Works Ltd Facility or while such Customer Materials are under the direction and control of The Canvas Works Ltd. Unless caused by the gross negligence or willful misconduct of The Canvas Works Ltd, in no event shall The Canvas Works Ltd be liable for any loss or damage to the Customer Materials.
3. In the event there is no quote or purchase order or de minimis activity related to the Customer Materials for a period of six (6) months or upon expiration or termination of this Agreement, The Canvas Works Ltd will use reasonable efforts to notify Customer of any such Customer Materials which remain under The Canvas Works Ltd's direction or control and, unless otherwise agreed to in writing by both parties, Customer shall accept C.O.D. return shipment of all such remaining Customer Materials. In the event such Customer Materials are returned to The Canvas Works Ltd, Customer shall remain liable for all costs related to the shipment of such Customer Materials and The Canvas Works Ltd shall have the right to destroy, resell or otherwise dispose of such Customer Materials and Customer shall be liable for all costs and expenses related thereto, including but not limited to all costs of shipment, destruction, resale, enforcement of and collection under this Agreement, including reasonable attorneys' fees.
4. This Addendum shall remain in effect until such time as The Canvas Works Ltd is no longer in possession or control of any Customer Materials provided that either party may terminate this Addendum immediately for cause upon written notice, which notice will include a ten (10) business day opportunity to cure. Either party may terminate this Addendum for convenience upon sixty (60) days written notice to the other party.

ADDENDUM 2

The Canvas Works Ltd Owned Inventory

The Canvas Works Ltd may, from time to time, purchase materials and/or inventory on Customer's behalf ("The Canvas Works Ltd-Managed Inventory") and such The Canvas Works Ltd-Managed Inventory shall be stored at The Canvas Works Ltd's facility ("The Canvas Works Ltd Facility") in quote or purchase order for The Canvas Works Ltd to perform services for Customer. Customer and The Canvas Works Ltd desire to agree to the terms and conditions upon which The Canvas Works Ltd will warehouse and store such The Canvas Works Ltd-Managed Inventory. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Customer agrees to pay the storage fees associated with The Canvas Works Ltd's storage, management and inventorying of The Canvas Works Ltd-Managed Inventory ("The Canvas Works Ltd-Managed Inventory Warehouse Storage Fees").
2. In the event there is (a) a de minimis or no quote or purchase order activity related to the The Canvas Works Ltd-Managed Inventory for a period of six (6) or more months; (b) upon the expiration or termination of this Addendum; or (c) the expiration or termination of the Agreement between the parties to which The Canvas Works Ltd-Managed Inventory is addressed or the subject of, The Canvas Works Ltd will use reasonable efforts to notify Customer of any such The Canvas Works Ltd-Managed Inventory which remains under The Canvas Works Ltd's possession, direction or control and, unless otherwise agreed to in writing by both parties, The Canvas Works Ltd shall invoice Customer for such The Canvas Works Ltd-Managed Inventory and payment shall be due within thirty (30) days of the invoice date. For amounts owed which are more than thirty (30) days past due, The Canvas Works Ltd may charge Customer interest in the amount of one and a half percent (1.5%) per month or the maximum rate permitted by law. Upon receipt of payment from Customer, Customer shall accept C.O.D. return shipment of all such remaining The Canvas Works Ltd-Managed Inventory and shall be responsible for all other costs or expenses related to the return of such The Canvas Works Ltd-Managed Inventory. Risk of loss of The Canvas Works Ltd-Managed Inventory shall transfer to Customer upon shipment. In addition to all other remedies available to The Canvas Works Ltd, in the event that The Canvas Works Ltd does not receive full payment for The Canvas Works Ltd-Managed Inventory within sixty (60) days of the invoice date, The Canvas Works Ltd shall have the right to destroy, resell or otherwise dispose of such The Canvas Works Ltd-Managed Inventory and, in addition to the invoiced amount of The Canvas Works Ltd-Managed Inventory, Customer shall be liable for all costs and expenses related thereto, including but not limited to all costs of shipment, destruction, resale, enforcement of and collection under this Agreement, including reasonable attorneys' fees.

3. This Addendum shall remain in effect until such time as The Canvas Works Ltd is no longer in possession or control of any The Canvas Works Ltd-Managed Inventory provided that either party may terminate this Addendum immediately for cause upon written notice, which notice will include a ten (10) day opportunity to cure. Either party may terminate this Addendum for convenience upon sixty (60) days written notice to the other party.

4. This Addendum constitutes and contains the entire agreement between the parties with respect to the storage, warehousing and inventorying of The Canvas Works Ltd-Managed Inventory. The parties acknowledge and agree that to the extent there is a conflict between any terms in this Addendum and any terms contained in the storage, warehousing and inventory provisions related to The Canvas Works Ltd-Managed Inventory contained in any other agreement executed by the parties, the terms related to such storage, warehousing and inventory of The Canvas Works Ltd-Managed Inventory contained therein, shall be governed by this Addendum and the terms contained herein shall prevail.