MAP Retailer Agreement

The Level Terrain Apparel Minimum Advertised Price (MAP) policy is an agreement between all authorized dealers and Level Terrain Apparel to maintain the value and worth of our brands. Both Level Terrain Apparel and its retailers work hard to develop, market and distribute products that represent excellent value for its customers. A meaningful MAP policy also helps provide well deserved margin in addition to a fair marketplace for retailers of Level Terrain Apparel.

HOW TO CONFORM TO MAP

MAP standards will be applied to the sales and marketing of all Level Terrain Apparel.

This agreement shall include—but not be limited to—price lists, newspaper and magazine ads, catalogs, flyers, direct mail, signs, billboards, banners, festival events, shows, conventions and user groups. This also includes any and all forms of electronic media: radio, TV, facsimiles, website and email campaigns.

- Price must be displayed on all products and sort pages.
- Displayed price must NOT be below the current MAP.
- No online sales unless URL is authorized by Level Terrain.
- No trans-shipping of product to other retailers (no unauthorized broker deals). Retailer agrees to sell to the end-user only.
- Failure to comply with the above MAP policy may result in a forfeiture of Level Terrain Apparel dealer status.

Placing an order constitute that you have read and agree to abide by the above Level Terrain Apparel Minimum Advertised Price Policy.

Account Agreement

FlipBelt by Level Terrain LLC("FLIPBELT") offers goods bearing certain of the FLIPBELT Trademarks, as defined below, ("Product") for sale to retailers that have been authorized by FLIPBELT to make purchases of such Product ("Customers.") The applicant identified on the FlipBelt Authorized Reseller Form (the “Applicant”) has submitted to FlipBelt by Level Terrain LLC("FLIPBELT") a FlipBelt Authorized Reseller application (the " Application") requesting that FLIPBELT accept it as a customer and/or permit it to purchase Product. To induce FLIPBELT to consider Applicant's Application, Applicant agrees that, if approved as an authorized Customer, each order it submits to FLIPBELT for the purchase of Product (each, an "Order") will be governed by the terms and conditions in effect at the time that Order is submitted ("the Terms and Conditions") and that those Terms and Conditions are incorporated in this Application. The Terms and Conditions that are current as of March 1, 2013 are attached below. The completed Application (if approved by FLIPBELT) shall be referred to as “the Account Agreement” and the Account Agreement, together with the Terms and Conditions, may be referred to as "this Agreement". In this Agreement, Applicant (if approved) is referred to as “Customer”.

1. TERMINATION: This Account Agreement may be terminated at any time by either party, with or without cause, upon written notice to the other party. The notice will be effective (a) immediately, if termination is for cause, and (b) ten days after receipt, if termination is without cause. Upon termination (i)
Customer will no longer place orders or purchase Product on credit, for cash or otherwise; and (ii) FLIPBELT may cancel or terminate any Order whether or not it had previously been accepted in writing and (iii) FLIPBELT will not in any event ship any Product or otherwise accept any Orders, whether or not the Orders were placed prior to the effective date of the termination, and (iv) the following provisions of this Account Agreement will survive: Section 1 (Termination); Section 2 (Personal Certification of Customer's Representative); Section 3 (Security Agreement); and Section 5 (Restriction on Assignment). Upon termination, the terms, conditions and representations herein shall remain in full force and effect with respect to all Orders accepted by FLIPBELT prior to the date of termination. In addition, the following provisions of the Terms and Conditions of Sale will survive expiration or termination of this Agreement: Section 6 (Customer Covenants); Section 7 (General Restrictions); Section 8 (Customer's General Representations, Warranties and Obligations); Section 9 (Trademarks); Section 10 (Limited Remedy; Disclaimer of Implied Warranties); Section 11 (Limitation on Damages and Actions); Section 13 (Confidentiality); Section 14 (Severability/Waiver/Construction); Section 15 (Attorney's Fees/Governing Law/Forum Selection); and any other provision that, by its nature, is intended to continue in effect following termination of the relationship.

2. PERSONAL CERTIFICATION OF CUSTOMER'S REPRESENTATIVE: The individual executing the Application and the Terms and Conditions on behalf of Customer certifies in his or her individual capacity that: (a) he or she is authorized to do so on behalf of Customer; and (b) that to his or her knowledge after reasonable investigation, the contents of and other data submitted with the Application accurately represent Customer's business, prospects as of the date reflected in that information; and (c) there has been no material change in Customer's business, prospects or condition between the dates reflected in that information and the date shown.

3. RESTRICTION ON ASSIGNMENT: Customer will not assign this Agreement, or any right conferred in this Agreement. A change of control of Customer, by stock sale or gift, by merger, by operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section. Any purported assignment of this Agreement will be void; the successor entity will not be an authorized FlipBelt customer unless it has (a) submitted a new credit application; and (b) been approved by FLIPBELT, in its sole discretion, as a new customer; and (c) executed an account agreement in the then-current form.

4. AMENDMENT: No modification of this Agreement (including the Terms and Conditions of Sale) will be binding against FLIPBELT unless it is reflected in a written instrument that: (a) expressly refers to the provision(s) of this Agreement to be amended; (b) provides the full text of the amendment; and (c) is signed by an authorized representative of FLIPBELT.

5. APPROVAL:

- THIS APPLICATION WILL HAVE NO FORCE OR EFFECT UNTIL APPROVED BY FLIPBELT AT ITS HEADQUARTERS OR REGIONAL SALES OFFICE.
- CUSTOMER IS NOT AUTHORIZED TO SELL FLIPBELT PRODUCT AT ANY RETAIL OUTLET OR (IN THE CASE OF APPROVED INTERNET SALES) ON WEBSITE OTHER THAN THAT OR THOSE IDENTIFIED IN AN APPROVED APPLICATION.
- APPROVAL BY FLIPBELT OF ONE STORE LOCATION DOES NOT MEAN OTHER STORE LOCATIONS WILL ALSO BE APPROVED. SIMILARLY, APPROVAL BY FLIPBELT OF AN APPLICATION FOR A STORE DOES NOT MEAN THAT
THE APPLICANT IS AUTHORIZED TO SELL FLIPBELT PRODUCT BY CATALOGUE, THROUGH A WEBSITE OR ANY OTHER ELECTRONIC MEANS.
APPROVAL OF THIS APPLICATION MAY BE APPROVAL FOR PRODUCTS BEARING FLIPBELT TRADEMARKS ONLY, LEVEL TERRAIN LLC TRADEMARKS ONLY, OR BOTH.

Terms and Conditions of Sale
FlipBelt by Level Terrain LLC (“FLIPBELT”) offers certain goods bearing FLIPBELT Trademarks (as defined below) (“Product”) for sale to retailers that have been authorized by FLIPBELT to make purchases of such Product (“Customers.”) By submitting an order to FLIPBELT (each, an “Order”), Customer agrees that such Order will be governed by the terms and conditions of sale in effect at the time the Order is submitted (“the Terms and Conditions”). The Terms and Conditions that are current as of March 1, 2013 are set forth below.

1. ORDERS: Orders submitted by Customer are offers and do not form binding contracts unless and until they have been accepted by FLIPBELT. The preparation of a purchase order by FLIPBELT, the submission by Customer of a purchase order to FLIPBELT, or the acknowledgement or confirmation by FLIPBELT of receipt of a purchase order shall not constitute FLIPBELT’s acceptance of that Order. FLIPBELT may, in its sole discretion, accept all or any part of an Order or substitute comparable Product for the items that were ordered. FLIPBELT will be deemed to have accepted an Order, or part of an Order, only if and when FLIPBELT ships the Product. FLIPBELT may at any time refuse to ship Product for any reason, even if FLIPBELT has received payment for the applicable Order and/or has confirmed that Order on FLIPBELT.com or otherwise. FLIPBELT will in its sole discretion determine which of FLIPBELT’s products are made available to Customer for Orders, and determine how to allocate Product among Customer and FLIPBELT’s other customers. Accordingly, FLIPBELT reserves the right to discontinue product lines and to make changes in goods offered at any time. Unless Customer complies with Section 5 regarding returns, Customer will be deemed to have accepted those substitute goods on the terms outlined in FLIPBELT’s orders. FLIPBELT may cancel an Order at any time because the Order contains an incorrect price, requests Product that Customer is not authorized to sell, or for any other reason, even if FLIPBELT has acknowledged or confirmed that Order or has received payment for that Order. In the latter case, FLIPBELT will, at its election, either refund the payment or credit Customer’s account. Any Order that conflicts with or that includes provisions (other than item and quantity) in addition to these Terms and Conditions will have no force or effect to the extent it is inconsistent or includes additional terms. FLIPBELT will be entitled to accept any Order and to rely on any other written or telephonic request or notice given by a person that appears to be an employee or agent of Customer. Each Order will be subject to and governed in all respects by (a) these Terms and Conditions, and (b) if applicable, Customer’s credit application and account agreement. Each Order, together with these Terms and Conditions and, if applicable Customer’s credit application and account agreement, may be referred to collectively as the “Agreement”. FLIPBELT has no obligation to accept Orders; as stated in Section 19, either party may terminate their relationship at any time.

2. PRICES: FLIPBELT may correct typographical or other errors in pricing, may reduce or cancel any discounts previously offered to Customer, and may change its prices at any time. Each Order
will be confirmed at the prices prevailing at the time that Order is fully recorded into FLIPBELT’s central ordering system. Nothing contained herein shall obligate Customer to resell the Product at any particular price or on any specific terms and conditions notwithstanding suggested retail prices published by FLIPBELT, if any.

3. TERMS OF SALE: Customer will pay for all Product by the date specified on FLIPBELT’s invoice, or if none is specified, within 30 days after the date of that invoice. Any sum not paid when due is subject to a service charge of 1.5% per month or the maximum rate permitted by law. The amount reflected in each FLIPBELT invoice will be deemed to be an account stated unless Customer disputes the amount of that invoice in writing within 30 days after the date that invoice is due. Customer will pay the undisputed portion of each invoice. FLIPBELT has the right to apply payments it receives from Customer to any of Customer's invoices and to disregard Customer's instructions to apply payment to any specific invoice. In the event Customer is indebted to FLIPBELT or to any FLIPBELT affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit. For all international Customers, Customer will pay for all Product upon order by bank wire or any other instruction provided by FLIPBELT. Products may be subject to taxes, customs duties and fees levied by the destination country ("Import Fees"). Customer shall be responsible for any and all fees associated with the transfer of the Product, including but not limited to applicable shipping and Import Fees.

4. SHIPPING; RISK OF LOSS; TITLE: FLIPBELT will ship Product FCA, the FLIPBELT Distribution Center or other shipping point. FLIPBELT is not responsible for any loss resulting from any delay in shipping or failure to ship.

5. RETURNS: Product that was shipped in accordance with the specifications in the Order is not returnable unless FLIPBELT has authorized the return, in writing, prior to the return shipment. If Customer wishes to return Products, Customer may submit to FLIPBELT a request for return; provided, however, that FLIPBELT will not issue any refunds or apply any credits except where (1) the Product being returned was either (a) defective or (b) not comparable to the items that were ordered; or (2) the return was approved by FLIPBELT in writing and the Product was delivered to FLIPBELT in the same condition that it was received. In either case, no credit will be issued if the return request was received by FLIPBELT thirty days or more after delivery of those Products to Customer. If FLIPBELT issues a credit, as described above, the amount of the credit will be the net price actually paid by Customer, as reflected in the applicable invoice. Product sold as close-outs, irregulars, seconds or B-grades may not be returned; such sales are final. Customer will retain title and risk of loss until receipt by FLIPBELT at the designated return destination. Restocking fees may apply. Any items that are returned without FLIPBELT’s approval will be disposed of by FLIPBELT unless Customer prepays shipping costs for their return to Customer.

6. CUSTOMER’S COVENANTS:
   A. The following applies to Customers that are approved to sell Product at one or more physical store locations (a “brick and mortar” store).

   STORES – Except as expressly permitted in subsection 6.B and/or 6.C below, or when otherwise approved by FLIPBELT in writing, Customer will not (a) sell Product under any store name or at any physical store location other than under the store name and at the particular physical store identified in this Credit Application or, in the case of multiple store locations, at the location to which the Product was shipped (assuming it was an
approved location); (b) sell Product other than to retail consumers physically present at such store location who are purchasing for their personal use and not for resale; or (c) accept orders or sell Product through the Internet, e-mail or any other electronic channel, except that Customer may advertise Product through those channels to create or enhance consumer awareness of Product performance features and/or indicate the availability of Product at an authorized store location so long as Customer complies with Section 9 below. Customer will at all times provide clean, modern and adequate retail outlet(s) necessary for the proper merchandising and selling of Product.

B. The following applies to Customers that are approved to sell Product on a website.

INTERNET SALES –Customer is authorized to sell Product to consumers via the Internet only from the website or websites identified in the Application or otherwise approved by FLIPBELT in writing (the "Authorized Website(s)") and to deliver that Product only to consumers with mailing addresses in the approved country, its territories and possessions.

(a) The Authorized Website(s) will not be co-branded with the name or other trademarks of any other person or entity.

(b) The Authorized Website(s) will not link to, or provide data feeds to, any transactional website, or permit any transactional website to link to the Authorized Website(s). For purposes of this Section 6B(b), a “transactional website” means a shopping portal, online marketplace, or other site which either (i) is capable of accepting orders from consumers, or (ii) creates the perception that orders are accepted on the site, even if the consumers are in fact redirected to other websites for order placement. The term “transactional website” excludes websites which aggregate images and information about merchandise without conducting sales transactions.

(c) Customer will not (i) permit any fulfillment house or any other third party to fill consumer orders placed through the Authorized Website(s); or (ii) use certain trademarked terms, as designated by FLIPBELT, in metadata; or (iii) purchase certain trademarked terms, as designated by FLIPBELT, as Internet search terms; or (iv) use any FLIPBELT trademark in any domain name or URL address.

C. The following applies to Customers that are approved for sales to (i) teams, leagues, sports clubs, schools, colleges, or universities (collectively, “Teams”); or (ii) coaches or agents of such Teams; or (iii) Team booster clubs.

TEAM SALES. Customer may screen print, embroider, decorate, or otherwise embellish Product according to the instructions of a particular Team (typically by applying a Team name, logo, or other trademark to the Product); provided, however, that Customer will submit to FLIPBELT samples of any such marks prior to their application and Customer shall not embellish Product with any mark unless FLIPBELT has approved. Customer will not embellish apparel or other products with FLIPBELT Trademarks, unless Customer’s manufacturing facilities have been audited by FLIPBELT and passed the audit. Samples of any embellished product must be approved on a case-by-case basis, as described above.

D. The following applies to Customers that are approved for a non-retail account. Customer will distribute Product to the teams, players and sports participants, and other groups or individuals specified by FLIPBELT.
7. GENERAL RESTRICTIONS: Customer will not directly or indirectly: (a) sell, consign or otherwise transfer Product (i) outside the approved country (and, if a “brick and mortar” store, other than at the approved physical store location or locations to which it was shipped); or (ii) to another retailer, or to an e-tailer, distributor, or broker; or (iii) to another retailer, or to a broker or distributor, or to any other person under circumstances where it knows or should know, based on the circumstances of the transaction, that the Product is intended for resale or will likely be resold; or (b) purchase or sell, offer to sell, or distribute (including at no cost), counterfeit FLIPBELT goods; or (c) purchase authentic FLIPBELT goods from any third party; or (d) purchase any FLIPBELT Product from, or sell or offer to sell Product on behalf of or for the account of, any other third party; or (e) if FLIPBELT sets a launch date for a particular FLIPBELT Product, sell that Product prior to the date and time stated by FLIPBELT; or (f) collect or use any sensitive personal data about consumers other than in compliance with industry best practices for security standards, and applicable law.

8. CUSTOMER’S GENERAL REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:

(a) Customer represents and warrants, and each time Customer submits an Order, Customer will be deemed to have represented and warranted, that (i) it wishes to purchase Product solely for business purposes and not for personal, family or household purposes; and (ii) the most recent financial information provided by Customer is true, accurate and complete as of the dates indicated in that information and that there has been no material adverse change in Customer’s business, prospects or financial condition since those dates.

9. TRADEMARKS: Customer acknowledges FLIPBELT’s sole ownership of and exclusive right, title and interest in and to the name “FLIPBELT,” the name “Level Terrain,” the FLIPBELT logo design, the Level Terrain “Level” logo, and all other trademarks owned by FLIPBELT or its affiliates (“the FLIPBELT Trademarks.”) Customer recognizes that the FLIPBELT Trademarks possess substantial goodwill and agrees that it will not use or display FLIPBELT Trademarks in a manner that would disparage or damage them, or represent that it has any ownership in, or attempt to license, the FLIPBELT Trademarks. All goodwill associated with Customer’s use of the FLIPBELT Trademarks will be owned exclusively by FLIPBELT. Customer will comply with FLIPBELT’s latest trademark usage guidelines, which FLIPBELT may provide and circulate from time to time, as well as any other policies governing the use of (i) FLIPBELT logos and other trademarks, and (ii) product and athlete images and other copyrighted materials. Upon request by FLIPBELT, Customer will submit to FLIPBELT, for its review, any public statements about FLIPBELT or advertising materials bearing FLIPBELT Trademarks, Product images, athlete images, or Product descriptions. If FLIPBELT does not approve such materials in writing, within five business days, the materials shall be deemed rejected and Customer shall cease any use of the rejected materials. Customer will not use any marks confusingly similar to the FLIPBELT Trademarks or use the FLIPBELT Trademarks in combination with other trademarks. Customer will notify FLIPBELT in writing of any infringement or improper use of the FLIPBELT Trademarks that comes to its attention. Customer acknowledges and agrees that the FLIPBELT Trademarks and the FLIPBELT reputation for quality are extremely valuable to FLIPBELT, and that FLIPBELT does not authorize Customer to sell or otherwise distribute any damaged or defective FLIPBELT Product. Accordingly, Customer agrees that FLIPBELT Product which may be damaged or defective, for any reason, shall be, at FLIPBELT’s sole election, either returned to FLIPBELT or disposed of according to FLIPBELT’s instructions. FLIPBELT and its agents shall have the right to witness such destruction.
10. LIMITED REMEDY; DISCLAIMER OF IMPLIED WARRANTIES: If any Product is defective, FLIPBELT’s sole and exclusive liability to Customer will be, at FLIPBELT’s election, if the defect is material, to either (a) replace that defective Product or (b) refund the amount Customer paid FLIPBELT for that defective Product. AS BETWEEN CUSTOMER AND FLIPBELT, FLIPBELT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

11. LIMITATION ON DAMAGES AND ACTIONS: FLIPBELT WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR SUSTAINED BY CUSTOMER OR ANY OTHER PERSON. ANY ACTION (OTHER THAN FOR FAILURE TO PAY FOR GOODS DELIVERED) MUST BE COMMENCED WITHIN ONE YEAR FROM THE EARLIER OF THE DATE OF DELIVERY OF THE FLIPBELT PRODUCT OR THE DATE OF THE ORDER GIVING RISE TO THE CLAIM. IN NO EVENT WILL FLIPBELT’S LIABILITY TO CUSTOMER EXCEED, FOR DEFECTIVE PRODUCT, THE AMOUNT CUSTOMER PAID FLIPBELT FOR THE PRODUCT GIVING RISE TO THE CLAIM, AND FOR ALL OTHER CLAIMS, THE AMOUNT CUSTOMER PAID FLIPBELT WITHIN THE THREE MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. These limitations will apply regardless of whether the legal theory of liability for damages arises under contract, tort (including negligence and strict liability), or any other theory.

12. MODIFICATION: FLIPBELT may at any time, in FLIPBELT’s sole discretion, modify its Terms and Conditions of sale. Each Order will be governed by the Terms and Conditions in effect at the time Customer submits that Order. Accordingly, Customer will review the then-current version of the Terms and Conditions (available at the FlipBelt.com website, in the catalogue, or by request from FLIPBELT) before placing each Order.

13. CONFIDENTIALITY.

A. Non-Disclosure. Customer acknowledges that it may have access to information owned or controlled by FLIPBELT or FLIPBELT’s Affiliates, disclosure of which would cause substantial or irreparable harm to FLIPBELT (“Confidential Information.”) Confidential Information includes the FLIPBELT’s marketing plans, information regarding future releases of FLIPBELT Product, and any other non-public material disclosed to Customer or to which Customer gains access. Customer shall protect FLIPBELT’s Confidential Information by using the same degree of care with respect to such information that it would exercise with its own confidential information or trade secrets, but in any event no less than reasonable care. Customer shall make Confidential Information available only to those employees of Customer who need to know the information in connection with Customer’s business, and shall not disclose Confidential Information to any third party.

B. Publicity Restrictions. Customer will notify FLIPBELT. Customer will not hold itself out as a representative of FLIPBELT in any interview or statement, whether or not it is recorded, and whether or not it is intended for such publication.

C. Idea Submission. If Customer chooses to submit to FLIPBELT or share with FLIPBELT any business plans, product or marketing ideas, or other materials, Customer agrees that (i)
FLIPBELT is not subject to any restrictions in using such materials; Customer hereby grants to FLIPBELT an irrevocable license to use such materials, without compensation to Customer; and (ii) FLIPBELT is under no obligation to use such plans, ideas, or other materials, or to commercially exploit them in any territory.

14. **SEVERABILITY\WAIVER\CONSTRUCTION:** If a court of competent jurisdiction determines that any provision of the Agreement is invalid or unenforceable for any reason, that determination will not affect any other provision unless enforcement of the remaining provisions would be grossly inequitable under the circumstances or would frustrate the primary purpose of the Agreement. A party's delay or failure to enforce or insist on strict compliance with any of the provisions of the Agreement will not constitute a waiver or otherwise modify the Agreement, and a party's waiver of any right related to the Agreement on one occasion will not waive any other right, constitute a continuing waiver or waive that right on any other occasion. Customer has had the opportunity to consult with its attorney in connection with these Terms and Conditions and the rest of the Agreement and to have the Agreement reviewed by its attorney; therefore, no rule of construction or interpretation that disfavors FLIPBELT or that favors Customer will apply to its interpretation.

15. **ATTORNEYS’ FEES\GOVERNING LAW\FORUM SELECTION:** Customer will pay all costs, collection agency fees, expenses, reasonable attorney fees (whether incurred prior to, at trial or on appeal) incurred by FLIPBELT in connection with the collection of any past due sums. The Agreement, and all disputes arising out of the Agreement or out of the relationship between FLIPBELT and Customer, will be governed by the laws of the state of Colorado. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY. Customer irrevocably consents to the jurisdiction of the state and federal courts located in the state of Colorado in connection with any action arising out of or in connection with the Agreement and waives any objection that such venue is an inconvenient forum. Customer will not initiate an action against FLIPBELT in any other jurisdiction. FLIPBELT may bring an action in any forum.

16. **FORCE MAJEURE:** If it becomes impossible for either Customer or FLIPBELT to perform its obligations under the Agreement as a result of fire, flood, earthquake, or other natural disaster, or any other event beyond that party's reasonable control, that party's performance may be delayed for the duration of the force majeure event, except that nothing in this Section 16 will excuse Customer from its payment obligations.

17. **RESTRICTION ON ASSIGNMENT:** Customer will not assign any right conferred herein by FLIPBELT without the prior written consent of an authorized FLIPBELT representative. A change of control of Customer by stock sale or gift, merger, operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section. Any attempted assignment or delegation by Customer will be void. FLIPBELT may grant, withhold or condition its consent to assignment in FLIPBELT's sole discretion. If FLIPBELT authorizes an assignment or delegation, that authorization will not release Customer from any of its obligations under the Agreement unless (a) the authorization expressly releases Customer; (b) the assignee or delegate agrees in writing to be bound by the Agreement; and (c) any agreement between Customer and the assignee or delegate states that FLIPBELT has the right to enforce Customer's rights against the assignee or delegate.

18. **SET-OFF:** In the event Customer is indebted to FLIPBELT or to any FLIPBELT affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit.

19. **TERMINATION:** Nothing in these Terms and Conditions shall be construed to imply that Customer is required to place Orders or that FLIPBELT is required to accept Orders. Upon termination of the parties' relationship, the terms, conditions and representations herein shall
remain in full force and effect with respect to all Orders accepted by FLIPBELT prior to the date of termination. Section 6 (Customer Covenants); Section 7 (General Restrictions); Section 8 (Customer's General Representations, Warranties and Obligations); Section 9 (Trademarks); Section 10 (Limited Remedy; Disclaimer of Implied Warranties); Section 11 (Limitation on Damages and Actions); Section 13 (Confidentiality); Section 14 (Severability/Waiver/Construction); Section 15 (Attorney's Fees/Governing Law/Forum Selection); and any other provision that, by its nature, is intended to continue in effect following termination of the relationship, shall survive.

20. **RELATIONSHIP**: The relationship of FLIPBELT and Customer established by the Agreement is that of vendor-purchaser and nothing contained herein shall be construed to create a partnership, joint venture or any other relationship.

21. **ENTIRE AGREEMENT**: The Agreement contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes prior and contemporaneous oral and written agreements, commitments and understandings concerning that subject matter.