

KO DISTILLING HAND SANITIZER TERMS & CONDITIONS

1. TERMS: The invoice and the general terms and conditions of sale are the exclusive contract between buyer, donee or giftee ("Buyer") and KO Distilling ("Seller"). There are no terms, understandings, agreements, other than those stated herein. Seller's commencement of work on the products subject to Buyer's order, shipment of the products, or performance of all or a portion of the services subject to terms and conditions may not be altered, amended nor waived except in writing and signed by an officer of the party to be bound thereby. If any provisions of Buyer's purchase order or other writings are different from or are otherwise in conflict with the invoice and these general terms and conditions, the invoice and these general terms and conditions shall govern and the terms contained in Buyer's purchase order or other writings are expressly rejected by Seller. Order acknowledgement by Seller in no way changes any terms by Seller other than as stated herein.

2. PAYMENT TERMS: For a Buyer which has an account with KO Distilling, payment terms are Net 30 Days upon approval of an order. KO Distilling has the unilateral right to determine which Buyer is eligible for an account. For a Buyer which does not have an account with KO Distilling, (a) pre-payment must be made via PayPal or a credit card at time of approval of an order, (b) pre-payment must be made with a check, or (c) payment can be with cash for the full amount of the order at time of pickup. If a Buyer pays by check, that check will have to clear before the Buyer is able to pick up an order or before the Seller ships an order to the Buyer. The Seller will not accept partial payments. For a Buyer which does not have an account with KO Distilling, the Seller will not fulfill an order until full payment is made. An order acknowledgement does not confirm or agree to Buyer's stated payment terms. All sales are final; no returns will be allowed.

3. DISCLAIMER OF WARRANTIES: Seller disclaims all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Seller shall not be liable for any consequential, incidental, special and/or indirect damages incurred by the purchaser through the use of the products purchased by Buyer.

4. SELLER'S LIMITED WARRANTY- SUBJECT TO THE LIMITATIONS OF PARAGRAPH 3: Seller warrants that at the time of tender the goods will conform to the description stated herein, that Seller will convey good title thereto, and that such goods will be delivered free from any lawful security interest, lien, or encumbrance. Any alterations, blends, mixtures, repairs, or improper use of goods and products not approved by Seller or any improper use as in Seller's judgment affects the products materially and adversely, shall void this warranty. Any liability incurred by Seller shall be limited to the dollar amount of the goods purchased by the Buyer as contained in the INVOICE. Any and all claims, disputes and other actions arising out of or relating to the INVOICE and/or the General Terms and Conditions of Sale shall be governed by the laws of the Commonwealth of Virginia. Buyer and Seller hereby waive their right to demand a jury trial.

5. RETURNABLE CONTAINERS AND ASSOCIATED DISCOUNTS FOR FUTURE ORDERS:

Seller provides the Buyer the opportunity to receive a discount on a future order for returning hand sanitizer containers to KO Distilling. It is up to the Buyer to incur any costs for returning hand sanitizer containers. Each returned container must be emptied, cleaned, dried and in good working condition for the Buyer to be eligible for a discount.

A. 5-Gallon Buckets. Seller provides the Buyer the opportunity to receive \$10 off each future 5-gallon bucket purchased with the return of an empty five-gallon bucket of Bare Knuckle Hand Sanitizer (1 bucket returned = \$10 off next purchase; 100 buckets returned = \$1,000 off next purchase). Each returned bucket must have its lid securely attached and the lid's pouring spout in workable condition for the Buyer to be eligible to get \$10 off the next 5-gallon bucket purchase.

B. Drums. If the Seller ever sells hand sanitizer in drums to the Buyer, Seller provides the Buyer the opportunity to receive \$50 off each future drum purchased with the return of an empty drum of Bare Knuckle Hand Sanitizer. Each returned drum must have its lid securely attached and lid seals in working condition for the Buyer to be eligible to get \$50 off the next drum purchase.

C. Totes. If the Seller ever sells hand sanitizer in bulk quantity to the Buyer in a tote provided by the Seller, Seller provides the Buyer the opportunity to receive \$150 off each future tote of the same size purchased with the return of an empty tote of Bare Knuckle Hand Sanitizer. Each returned tote must have its lid securely attached for the Buyer to be eligible to get \$150 off the next tote purchase.

6. INDEMNITY: Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs, ("Claims") arising out of Buyer's negligence or arising after the Buyer takes possession of hand sanitizer sold to the Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims by third parties to the extent of its sole negligence.

7. PACKING AND SHIPPING: For orders of 12 or more Hand Sanitizer containers, those containers will be overpacked on a pallet(s) per "Revised Temporary Relief Notice for Companies Transporting Hand Sanitizer by Highway" per the Department of Transportation's Pipeline and Hazardous Material Safety Administration (DOT

PHMSA) and the Food and Drug Administration's (FDA's) "Temporary Policy for Preparation of Certain Alcohol-Based Hand Sanitizer Products During the Public Health Emergency (COVID-19) Guidance for Industry".

If the Buyer is picking up an order and does not want the hand sanitizer containers palletized, the Seller will simply provide the Buyer with hand sanitizer containers.

At the Buyer's request, the Seller will help load the Buyer's vehicle. For a palletized load, the Seller will lift each pallet with a forklift into the Buyer's truck. For a non-palletized load, the Seller will lift hand sanitizer containers into the Buyer's vehicle. It is however the Buyer's responsibility to properly place and secure any pallets or non-palletized hand sanitizer containers in its vehicle and to comply with transportation regulations.

If the Buyer or its representative comes to KO Distilling to pick up ordered product, that person will be provided with a Bill of Lading (BOL). Due to COVID-19 social distancing, we will not ask for that person's signature on the BOL. By completing this purchase and accepting all terms and conditions, Buyer agree to accepting the BOL without signature.

8. EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES-THE LIMITED WARRANTIES CONTAINED IN SECTION 4 ABOVE ARE SELLER'S SOLE WARRANTIES WITH RESPECT TO THE GOODS AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES.

9. BUYER'S WARRANTIES AND ACCEPTANCE OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, REMEDIES, HANDLING AND DISPOSAL AND PAYMENT OF THE GOODS

A. The Safety Data Sheet (SDS) sets forth information concerning the goods and describes certain precautions to be taken in the storage, handling and use of the same. This SDS is available to the Buyer on KO Distilling's web site. Seller and Buyer affirm that the Hand Sanitizer, which contains 80% ABV ethanol, is a flammable product. Buyer assumes the following duties and obligations:

- (1) Buyer will familiarize itself with all information and precautions disclosed in safety and health information, including but not limited to any SDS or any such information supplied to Buyer by Seller or otherwise available to Buyer from Seller at any other time;
- (2) Buyer will adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods, including such special care and practices as Buyer's use of the goods requires, including, but not limited to, all such practices required by federal, state and local government statutes, rules, regulations or ordinances;
- (3) Buyer will instruct its employees, independent contractors, agents, and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current SDS; and
- (4) Buyer will comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment;
- (5) Buyer acknowledges that empty containers may be hazardous and that residues or remaining product must be removed from all exterior and interior surfaces of containers before return to Seller and that appropriate labeling must be intact.

B. Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the goods.

C. Buyer is solely responsible to end user for products purchased, singly or in combination with other materials, and Seller shall have no liability to the end user with regard to the appropriate use of the product or warnings with regard thereto and Buyer agrees to indemnify and hold Seller harmless with regard to claims from the end user with regard to warnings or use of this product after it has been packaged, reused, re-fabricated, mixed or distributed by the Buyer to the end user.

D. Buyer agrees to indemnify Seller against any environmental damage claims unless the reason for the claim is a direct result of Seller's sole negligence.

E. Buyer agrees to pay all applicable attorney's fees in the event an attorney is employed for collection of any past due balance.