

TERMS AND CON

ACCEPTANCE

All orders are subject to acceptance at Hasbro's main office. Hasbro's acceptance is specifically conditioned upon sole applicability of its Terms and Conditions of Sales and Hasbro specifically and generally rejects any additional contrary or inconsistent terms or conditions. All orders must be for standard carton quantities.

PAYMENT

Payment of invoices becomes due on the date indicated on each invoice on terms set forth on the face of this contract. **INTEREST ON OVERDUE ACCOUNTS WILL ACCRUE AT THE HIGHEST RATE PERMITTED BY LAW.** Payments may not be withheld pending settlement of any claims or adjustments. All prices are quoted subject to change without notice.

Hasbro may, at any time in its sole discretion, limit or cancel the credit of the Buyer as to time and amount, and as a consequence, may require anticipation or demand full or partial payment in cash before delivery. Failure of Buyer to make such payment within ten (10) days after demand shall constitute a repudiation of the contract. In the event of bankruptcy or insolvency of the Buyer or in the event of any proceeding brought by or against the Buyer under the bankruptcy or insolvency laws Hasbro shall be entitled, at its discretion, to cancel any order outstanding at anytime during the period allowed for filing claims against the assets and shall receive reimbursement for its cancellation charges. In the event that Buyer fails to pay any invoice due and owing to Hasbro, then at the option of Hasbro, Buyer's entire account shall at once become due and payable and shall be paid by the Buyer within 10 days after notification by Hasbro that it elects to declare the entire sum due.

TRANSPORTATION

Unless otherwise agreed in writing by Hasbro, delivery of the products hereunder shall be made f.o.b. designated factory or distribution point and risk of loss or damage to products in transit shall fall upon the Buyer, whose responsibility it shall be to file claims with the Carrier for shortages or damages or substitutions and no credit or deduction shall be granted therefor. Hasbro may, at its election, assist Buyer to file such claims. However, such assistance shall not be offered if Buyer does not provide Hasbro within thirty (30) days after the invoice date with (i) a legible copy of the Carrier's freight bill signed by the Carrier's representative, noting the discrepancies, and (ii) a written report certifying that the freight has not been received from any other source.

DELIVERY & QUANTITY

All freight, express and delivery charges shall be paid as a separate item by the Buyer and shall not be subject to discount. However, Hasbro will prepay freight charges on initial orders of at least \$25,000 and on reorders of at least \$10,000. Buyer will pay all sales and excise taxes. All orders must be for standard carton quantities. Partial deliveries shall be accepted by the Buyer and paid for at contract prices and terms.

Hasbro shall not be liable for delays in delivery (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation or car shortages, or (3) due to inability to obtain necessary labor, materials, components or manufacturing facilities due to causes beyond its reasonable control, or (4) due to any other commercial impracticability. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay. Cancellation shall be ineffective unless received by Hasbro at its main office more than ten (10) working days prior to shipment.

See your Hasbro
for details about our