

CONDITIONS OF SALE

CLAIMS

All shortage claims must be submitted within thirty (30) days of receipt of goods. Buyer shall not return defective goods, but will permit Hasbro's Sales Specialist to examine the goods at Buyer's premises. No credit will be given for goods which are counter damaged, shop worn, or damaged in transit.

Hasbro's liability on any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of, or connected with this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this contract shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. All claims must be made within thirty (30) days of receipt of goods. In no event shall Hasbro be liable for special or consequential damages.

ATTORNEY'S FEES

Buyer shall pay to Hasbro all costs and expenses, including reasonable attorney's fees, incurred by Hasbro in collecting payments due from Buyer or in enforcing any of Hasbro's rights pursuant to this agreement.

PAYMENT OF YEAR END ALLOWANCES

If Hasbro grants Buyer any year end allowances, and in the event of a compromise settlement (either in or out of court) of any indebtedness owed by Buyer to Hasbro, then the year end allowances shall be adjusted in the same proportions as that of the compromise settlement.

GENERAL

This contract contains all of the terms and conditions of the contract between Buyer and Hasbro; no representation, arrangements or agreements not appearing herein shall be binding upon Hasbro. This contract may not be altered nor modified by the Buyer except in writing, signed by Hasbro. No waiver by either party of any default shall be deemed a waiver of any subsequent default. No rights of Buyer hereunder or arising out of this contract may be assigned without the written consent of Hasbro.

Mid Atlantic Region
32 West 23rd Street
New York, NY 10010
212-645-2402

New England Region
1027 Newport Ave.
Pawtucket, RI 02862
401-727-5000

Central Region
2000 Spring Road
Suite 520
Oak Brook, IL 60521
312-571-4114

Southern Region
380 Interstate North
Suite 480
Atlanta, GA 30339
404-955-3616

Western Region
Marina Business Center
4551 Glencoe Avenue
Suite 100
Marina Del Rey, CA 90292
213-306-1656

Sales Specialist
New 1987 Program.