LADY BURD

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TERMS AND CONDITIONS OF SALE

1. Agreement and Acceptance

1.1 **Who these Terms cover.** These Terms and Conditions of Sale (the "Terms") apply to every sale of products and services by Lady Burd Exclusive Cosmetics, Inc. ("Lady Burd," "we," or "us") to the business buying from us ("Customer," "Client," or "you"). This includes stock products, private label products, custom formulation and product development, samples, filling, labeling, and related services (together, the "Products").

1.2 **Orders.** Each quote, order form, invoice, or online order that refers to these Terms is an "Order." Each Order, together with these Terms and any Schedule that applies to it, is a separate contract.

1.3 **How you accept.** You accept these Terms for an Order when you do any of the following: sign or electronically accept a quote or Order; check an "I agree" box; pay a deposit, invoice, or payment link; place an order on our website; or accept delivery of Products.

1.4 **Your purchase orders.** These Terms control over any purchase order, email, portal terms, or other document you send. Lady Burd objects to and rejects any different or additional terms in your documents. No change to these Terms is binding unless it is in a written document signed by an officer of Lady Burd. Sales representatives cannot change these Terms.

1.5 **What controls if documents conflict.** If documents conflict, this order applies: (a) a separate written agreement signed by an officer of Lady Burd that expressly overrides these Terms; (b) the specific details in the Order, such as product, quantity, price, and delivery; (c) the Schedule that applies; and (d) these Terms.

1.6 **Updates.** We may update these Terms by posting a new version at ladyburd.com/terms-and-conditions. The version in effect on the date of your Order applies to that Order.

1.7 **Business customers only.** We sell only to businesses buying for resale or for use in their business, not to consumers for personal or household use. You must give us your Federal Tax Identification Number (Employer Identification Number) before your first Order. To buy without paying sales tax, you must also complete and return New York State Form ST-120 (Resale Certificate) before your first Order, as described in Section 2.3.

1.8 **Replaces earlier terms.** These Terms replace the terms and conditions previously posted on our website, and any other earlier terms of sale, for every Order placed on or after the effective date above. Orders placed before that date remain subject to the terms in effect when they were placed.

2. Quotes, Pricing and Taxes

2.1 **Quotes.** Quotes are valid for 30 days unless the quote says otherwise. Quotes are based on the information you provide, including formula, components, quantity, and artwork. If that information changes, price and timing may change.

2.2 **Prices.** Prices are in U.S. dollars and do not include shipping, insurance, taxes, duties, or special handling unless specifically stated.

2.3 **Sales tax.** You pay all sales and use taxes that apply unless you give us a valid resale or exemption certificate (in New York, Form ST-120) before we invoice.

2.4 **Cost increases on long-lead orders.** For custom formulation and any Order where production begins more than 60 days after the quote date, if raw material, component, or freight costs rise more than 5% before production starts, Lady Burd may adjust the price with written notice. You may cancel the affected Order within 5 business days of that notice, paying only for work already performed and materials already purchased for you.

2.5 **Minimums.** The minimum order is $150. Orders under $150 carry a $25 processing fee. Custom labeling or filling requires at least 50 pieces per product. Other minimum quantities are as stated in the Order, quote, or our current catalog.

3. Payment

3.1 **Private label and stock Products.** Payment in full is due when you place the Order and before production or shipment, unless Lady Burd agrees to other terms in writing.

3.2 **Custom formulation.** Payment terms are in Schedule B.

3.3 **Credit terms.** If Lady Burd approves credit terms in writing, invoices are due within the number of days stated on the invoice. Lady Burd may change or withdraw credit terms at any time for future Orders.

3.4 **Payment methods.** We accept electronic bank transfer (ACH or wire), check, Zelle, and credit card. We do not accept PIN debit transactions and will never ask for your PIN; any debit card is processed as a credit card. Credit card payments carry a processing fee of 3.5%. The fee and the total price including the fee will be shown before you pay.

3.4A **Returned checks and refused deliveries.** A returned check carries a $50 fee, and future Orders must be paid by card or bank transfer before shipment. If you refuse a shipment or no one is available to accept it, you pay the shipping both ways plus a 25% restocking fee. In either case, no further Orders ship until the balance is paid.

3.4B **International Orders.** Orders shipping outside the United States must be paid in full before shipment. Client pays all duties, import taxes, and customs fees. Client is responsible for understanding the duties, import taxes, and customs fees in its own country.

3.5 **Late payment.** Past-due amounts accrue interest at 1.5% per month or the highest rate allowed by law, whichever is lower. You will pay our reasonable costs of collecting past-due amounts, including attorneys' fees and collection agency fees.

3.6 **Holds.** Lady Burd may pause production or hold shipment of any Order due to a past-due balance.

3.7 **No offsets between Orders.** You may not withhold, reduce, or deduct payment on one Order because of a claim about a different Order. A claim about an Order is handled under Section 7 for that Order only.

3.8 **Chargebacks.** Before disputing a payment with your bank or card company, you agree to submit a claim to Lady Burd under Section 7 and give us 15 business days to respond. Disputing a payment for Products that were delivered and are not the subject of a valid claim is a breach of these Terms, and you will pay the disputed amount plus our fees and costs of responding.

3.9 **Security interest.** Until you pay in full for an Order, Lady Burd keeps a security interest in the Products in that Order and may file any document needed to protect it.

4. Production, Quantities and Lead Times

4.1 **When production starts.** Production starts only after all of the following: (a) we receive the payment or deposit that is due; (b) you approve in writing every required sample, formula, proof, artwork, and label; and (c) we receive all components you are supplying, and they pass our receiving check.

4.2 **Lead times.** Lead times are good-faith estimates that start when everything in Section 4.1 is complete. They are not guaranteed, and Lady Burd is not liable for delays. If an Order ships more than 90 days after the estimated date, for reasons not caused by you or by Section 17, you may cancel the part of the Order not yet produced by written notice and receive a refund of what you paid for that part, less the cost of components bought specifically for you. That is your only remedy for delay.

4.3 **Over and under runs.** Manufacturing yields vary. Lady Burd may ship up to 10% more or fewer units than ordered. You pay for the quantity actually shipped. If you prepaid, we will refund or credit any shortfall and invoice any overage.

4.4 **Batch variation.** Small differences in color, shade, scent, texture, and appearance between batches, and between a lab sample and a full production batch, are normal and are not defects as long as they are within our standard tolerances. Net contents will meet the amount stated on the label as required by law.

4.5 **Changes after approval.** Changes you request after approval may change the price and the lead time. You pay for any materials, components, or labels made unusable by your change. A $500 fee for any change orders after approval may apply.

5. Components, Packaging and Customer-Supplied Materials

5.1 **Packaging Lady Burd supplies.** Components that Lady Burd sources will match the specification or sample you approved, and will be filled and sealed properly at the time of shipment.

5.2 **Components you supply.** If you supply components (such as tubes, jars, bottles, caps, pumps, labels, or cartons), you deliver them at your cost, marked with your order number, with at least 10% extra to cover setup and normal yield loss. We will do a visual check when they arrive. That check is not a quality, strength, or compatibility test. A packing list is required for any deliveries to our facility.

5.3 **Responsibility for your components.** You are responsible for the quality, safety, compatibility, and regulatory compliance of components you supply, or that you require us to use after we recommend against them in writing. Lady Burd is not responsible for leaks, cracks, breakage, seal failure, discoloration, or reactions between product and package caused by those components. We recommend compatibility testing in your final packaging, at your cost, before launch.

5.4 **Storage of your materials.** Lady Burd is not a storage facility. We hold packaging, components, and other materials you supply for production only as a courtesy, and only while you have an active purchase order. You must place a production Order at least once every 6 months for us to keep holding your materials. If 6 months pass without a production Order, you must either (a) take back your packaging and materials at your own cost, or (b) pay storage fees of $100 per pallet per month, starting at the end of that 6-month period. Lady Burd can arrange shipping of your materials to you at your expense. Section 5.6 applies to everything we hold for you.

5.5 **Unclaimed materials.** If you do not take back your materials or pay storage fees within 30 days after we give you written notice, Lady Burd may treat the materials as abandoned and dispose of them. You will pay all costs of storage, return shipping, and disposal, including labor, hauling, and dumpster or waste-removal fees, and Lady Burd may invoice you for those costs.

5.6 **Everything stored at your risk.** Anything you store or leave at our facility, including packaging, components, labels, raw materials, and finished Products awaiting pickup or shipment under Section 6.5, is held entirely at your risk. Lady Burd will use reasonable care, but Lady Burd is not responsible for any loss of or damage to stored items, whatever the cause, including water leaks, dust, dirt, scratches, scuffs, crushing, pests, temperature, humidity, fire, flood, theft, or power failure. The only exception is loss or damage caused by Lady Burd's gross negligence or willful misconduct. You must carry your own insurance that covers your property while it is stored off-site at a third-party location such as our facility (often called off-premises or "property in the care of others" coverage), insuring everything stored here at its full value. You agree to look only to your own insurance for any such loss, and you will defend, indemnify, and hold harmless Lady Burd from any claim, loss, or expense (including reasonable attorneys' fees) arising from loss of or damage to stored items, including any claim brought by your insurer.

6. Shipping, Title and Risk of Loss

6.1 **Delivery point.** All Orders are F.O.B. Farmingdale, New York: Products ship from Lady Burd's facility in Farmingdale, and title and risk of loss pass to you when the Products are handed to the carrier or picked up by you or your agent, whichever happens first.

6.2 **Shipping costs and insurance.** Orders ship UPS Ground unless you request a faster method, at your cost. You pay shipping and handling. If Lady Burd ships on its own carrier account, it does so for your convenience, and risk of loss still passes to you as stated in Section 6.1. Shipping insurance for the declared value of the shipment is available at your request and cost. Without it, carrier coverage is limited to the carrier's standard liability.

6.3 **Carrier claims.** Shipping damage is a claim against the carrier. If the shipment went on your carrier account, you must file the claim with your carrier, and Lady Burd cannot replace damaged units until you have completed the claim and the carrier pays for said damages. If it went on Lady Burd's carrier account and you report the damage on time with the photos required by Section 7.2, Lady Burd will file the claim for you and credit you whatever the carrier pays for the damaged units. Lady Burd may choose to replace damaged units before a carrier claim is resolved.

6.4 **Packing.** Lady Burd packs Products using commercially reasonable methods suitable for ground shipping. Special packing you request is at your cost.

6.5 **Finished goods not picked up.** If finished Products are not picked up or released for shipment within 30 days after we notify you they are ready, storage fees of $150 per pallet per month apply. If they remain more than 90 days after notice, Lady Burd may ship them to you at your cost. After 120 days, Lady Burd will treat them as abandoned and keep any amounts paid. Lady Burd reserves the right to dispose of abandoned goods accordingly.

6.6 **Transit times are estimates.** Transit times provided by UPS, freight carriers, or Lady Burd are good-faith estimates only and are not guaranteed. Once Products leave our facility, Lady Burd has no control over the carrier. Transit delays are common and can be caused by weather, road work, traffic, labor strikes or work stoppages, mechanical breakdowns, natural disasters, acts of God, and other events outside anyone's control. Lady Burd will make reasonable efforts to help you locate a shipment, but Lady Burd is not responsible for any delay after Products leave our facility. A transit delay is not grounds to cancel an Order, refuse delivery, withhold payment, or dispute a charge.

6.7 **Guaranteed freight services.** Guaranteed or time-definite delivery services are available at your request and cost. Any delivery guarantee is made by the carrier, not by Lady Burd. If the carrier does not meet a guaranteed delivery date or time, your sole and exclusive remedy is whatever refund or credit of the freight charge the carrier provides under its own service terms. Lady Burd does not refund, credit, or discount the price of the Products because of a late delivery, and is not liable for any loss caused by a late delivery, including the losses described in Section 9.1.

6.8 **Dealing directly with the carrier.** When Lady Burd arranges shipping, it does so as a convenience to you. Lady Burd is not the carrier and does not guarantee the carrier's performance. The carrier

is responsible for the shipment once it is handed over under Section 6.1. You may contact the carrier directly for tracking, delivery issues, and guaranteed-service refunds, and you agree to pursue any claim for delay directly with the carrier and not with Lady Burd. Claims for shipping damage are handled under Section 6.3.

7. Inspection, Claims and Returns

7.1 **Inspect promptly.** You must inspect every shipment promptly when it arrives.

7.2 **Shipping damage, shortages and wrong items.** Report shipping damage in writing to your sales rep and project manager within 2 business days after delivery. Report shortages and wrong items within 3 business days after delivery. If damage is visible at delivery, have the driver note it on the delivery receipt. If damage is concealed, keep the carton and all packing materials for the carrier's inspection. Every claim must include: the order number; the number of affected units by product and shade; and photos of the damaged units, the inner packing, the outer carton, and the shipping label. Keep all cartons and packing until the claim is closed.

7.3 **Hidden defects.** A hidden defect is one you could not reasonably find on inspection, such as a fill, seal, or formula problem that appears later. Report it in writing within 10 business days after you discover it, and no later than 30 days after delivery. Include the order number, the batch or lot number, photos, and a description of the problem. We may ask you to send sample units.

7.4 **Late or missing claims.** If you do not report a problem within the time limits in Sections 7.2 and 7.3, the shipment is accepted as conforming and you waive any claim for damage, shortage, or nonconformity in that shipment.

7.5 **Investigation.** Lady Burd may inspect affected units, request their return, and compare them against the retained samples we keep from every batch. Do not sell, destroy, or discard affected units until we respond, unless doing so is necessary for safety.

7.6 **Remedy for a valid claim.** For a valid claim, Lady Burd will, at its option: (a) replace the affected units; (b) rework them; or (c) issue a credit for the price paid for the affected units. Lady Burd pays reasonable shipping for authorized returns of defective units and for replacements. This remedy covers only the affected units. It does not extend to the rest of the shipment or to any other Order.

7.7 **Return authorization required.** No Product may be returned without a written return authorization number from us. Unauthorized returns will be refused or sent back at your cost.

7.8 **All sales final.** Private label and custom Products are made to order and carry your brand, so they cannot be returned for a change of mind, slow sales, overstock, rebranding, or any reason other than a valid claim under this Section 7. The same applies to custom-made items, displays, lab and development fees, and any merchandise that has been labeled, printed on, or used.

7.9 **Refunds and credits.** Approved refunds are issued within 15 business days to account credit. Account credits may be used on any future Order and expire 12 months after they are issued.

8. Limited Warranty

8.1 **What we warrant.** Lady Burd warrants that, at the time of shipment, Products will: (a) conform to the specification, formula, and sample you approved, within our standard tolerances; (b) be manufactured in accordance with the Good Manufacturing Practices that apply to cosmetics under the Federal Food, Drug, and Cosmetic Act, as amended by the Modernization of Cosmetics Regulation Act of 2022; and (c) be free from defects in our workmanship, such as filling, sealing, and label application.

8.2 **Shelf life.** For Lady Burd stock formulas, Products will remain within specification for the shelf life Lady Burd states for that formula, when unopened and stored according to our storage guidelines. For custom formulas, Lady Burd makes no shelf-life warranty unless you paid for stability testing in your final packaging and the formula passed, in which case the warranty covers the tested shelf life in the tested packaging.

8.3 **What the warranty does not cover.** This warranty does not cover problems caused by: misuse; storage or handling after delivery, including heat, sunlight, or freezing; components or ingredients you supplied or required; your specifications or changes made against our written recommendation; normal batch variation under Section 4.4; an individual's sensitivity or allergic reaction to a Product made to specification; your label content or product claims; or any alteration of the Products after delivery.

8.4 **Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION 8, LADY BURD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED.**

8.5 **Remedy.** The only remedies for breach of this warranty are the remedies in Section 7.6, subject to Section 9.

9. Limitation of Liability

9.1 **No indirect damages. LADY BURD WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR REVENUE, MARKETPLACE OR PLATFORM FEES, REFUNDS YOU GIVE TO YOUR OWN CUSTOMERS, LOSS OF GOODWILL, MARKETING OR LAUNCH COSTS, OR THE COST OF SUBSTITUTE PRODUCTS, EVEN IF LADY BURD WAS TOLD SUCH DAMAGES WERE POSSIBLE.**

9.2 **Cap. LADY BURD'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO AN ORDER WILL NOT EXCEED THE PRICE YOU PAID FOR THE SPECIFIC PRODUCTS THAT GAVE RISE TO THE CLAIM.**

9.3 **How the limits apply.** These limits apply to every type of claim, whether in contract, warranty, negligence, or otherwise. They do not limit: (a) Lady Burd's obligation under Section 11.2, which will not exceed the limits of the product liability insurance Lady Burd maintains; (b) liability for bodily

injury caused by Lady Burd's gross negligence or willful misconduct; or (c) any liability that cannot be limited under applicable law.

9.4 **Time and location to bring a claim.** Any lawsuit relating to an Order must be started within one year after the claim arises, and be filed in Suffolk County, New York.

10. Regulatory Responsibilities, Labels and Claims

10.1 **Your responsibilities as a business/brand owner.** When Products are sold by you, or under your name or brand, you are the brand owner and, under the Modernization of Cosmetics Regulation Act of 2022, the "responsible person" for those Products. You are responsible for: (a) listing your products with the U.S. Food and Drug Administration; (b) receiving, recording, and reporting adverse events, including putting a domestic address, phone number, or electronic contact on your labels for adverse event reports; (c) making sure the safety of your products is adequately substantiated; (d) the content and legal compliance of your labels, including ingredient declaration, net contents, warnings, and the name and place of business; and (e) all marketing and advertising claims.

10.2 **Lady Burd's responsibilities.** Lady Burd will: (a) maintain the facility registration required by law; (b) manufacture under Good Manufacturing Practices; (c) provide the ingredient declaration, in the correct order for labeling, for Lady Burd formulas; and (d) reasonably cooperate with your product listing, safety substantiation, and adverse event investigations by providing information we have, such as safety data sheets and test results.

10.3 **Product claims.** You will not make claims that would cause a Product to be treated as a drug, such as claims that it treats or prevents disease or changes the structure or function of the body (for example, "heals acne," "regrows hair," or "reduces inflammation"), or any other claim you cannot substantiate. Over-the-counter drug products, such as sunscreens, acne treatments, and antiperspirants, are made only under a separate written agreement. Lady Burd may refuse to produce or apply any label it reasonably believes does not comply with the law, without liability. Our review of a label is not legal approval of it.

10.4 **Notice of problems.** Each party will notify the other within 2 business days after learning of any serious adverse event, regulatory inquiry, or complaint suggesting a possible manufacturing defect in the other party's Products.

10.5 **Recalls.** Each party will cooperate in any recall or market withdrawal. You decide whether to recall products sold under your brand, but you will consult Lady Burd first if the issue may relate to manufacturing. If a recall is caused by Lady Burd's breach of Section 8.1, Lady Burd will replace or refund the recalled Products and reimburse your reasonable, documented out-of-pocket costs of notifying customers and retrieving those Products, up to the price paid for the recalled Products. Otherwise, you bear the cost of the recall.

10.6 **Selling outside the United States.** If you sell Products outside the United States, you are responsible for confirming with us that the formula and colors meet that country's rules (for

example, European Union cosmetics regulations) and for registering the products there. Many Products can be reformulated for other markets, subject to minimum quantities.

10.7 **Traceability.** Lady Burd keeps batch records and retained samples as required by Good Manufacturing Practices. You will keep distribution records that let you locate your products by batch or lot number.

11. Indemnification

11.1 **By you.** You will defend, indemnify, and hold harmless Lady Burd and its owners, officers, and employees from any third-party claim, loss, or expense (including reasonable attorneys' fees) arising from: (a) your labels, artwork, brand names, marketing, or product claims; (b) formulas, ingredients, or components you supplied or required; (c) your specifications; (d) any claim that your brand, artwork, or formula infringes someone else's rights; (e) your failure to meet your obligations under Section 10; or (f) the storage, handling, or distribution of Products after delivery.

11.2 **By Lady Burd.** Lady Burd will defend, indemnify, and hold you harmless from any third-party claim for bodily injury to the extent caused by Lady Burd's failure to manufacture the Products in accordance with Section 8.1.

11.3 **Process.** The party seeking protection must give prompt written notice of the claim, let the other party control the defense, and reasonably cooperate. Neither party may settle a claim in a way that admits fault for the other party without that party's written consent.

12. Insurance

12.1 **Lady Burd.** Lady Burd maintains product liability insurance in amounts it considers commercially reasonable. A certificate of insurance is available on request.

12.2 **You.** For custom formulation, you must carry product liability insurance of at least $1,000,000 per occurrence before your first production Order and provide a certificate on request. For private label Products, we strongly recommend you carry the same coverage before you sell.

13. Brands, Formulas and Intellectual Property

13.1 **Your brand.** You own your trademarks, logos, artwork, label designs, and other brand assets. You give Lady Burd a limited license to use them only to make, label, and ship your Products. You confirm you have the right to grant that license.

13.2 **Lady Burd formulas.** All stock and private label formulas, and all of Lady Burd's know-how, methods, and processes, remain the property of Lady Burd. Buying Products gives you the right to sell those Products under your brand. It does not give you ownership of any formula or the right to have it made by anyone else. Lady Burd may make Products from its stock formulas for other customers. You will not reverse engineer, or have anyone analyze and copy, any Lady Burd formula.

13.3 **Custom formulas.** Ownership of custom formulas is governed by Schedule B.

13.4 **Use of names.** Neither party will use the other's name or logo in advertising or publicity without written consent. Lady Burd will not publicly identify you as a customer without your permission.

14. Confidentiality

14.1 **What is confidential.** Each party will keep confidential the non-public information it receives from the other, including formulas, pricing, product plans, and customer information, and will use it only to perform Orders. This does not apply to information that is public, already known to the receiving party, independently developed, or required to be disclosed by law.

14.2 **How long.** These obligations last for 3 years after the last Order, and for as long as any formula or trade secret remains a trade secret. If the parties have signed a separate confidentiality agreement, the more protective terms apply.

15. Cancellations

15.1 **Private label and stock Orders.** You may cancel in writing before production begins, while your Order is still in queue. If you cancel before then, we will refund what you paid, less (a) the cost of any materials or components bought specifically for your Order that cannot be returned or reused, and (b) an administrative fee of 20% of the Order total. Once production begins, the Order cannot be canceled and the full price is due.

15.2 **Custom formulation.** Cancellation of custom formulation projects and their production Orders is governed by Schedule B.

15.3 **Cancellation by Lady Burd.** Lady Burd may cancel an Order and refund amounts paid for Products not yet shipped if you breach these Terms, become insolvent, or if Lady Burd reasonably determines the Product or its label cannot lawfully be made or sold.

16. Samples

16.1 Sample fees are as quoted and are not refundable. Samples are for evaluation only, not for resale, and may differ slightly from production batches under Section 4.4.

17. Events Beyond Our Control

17.1 Lady Burd is not liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, power or utility failure, epidemic, government action, labor disputes, carrier delays, or shortages of raw materials or components, or acts of God. Lead times will be extended for the length of the event.

18. Disputes and Governing Law

18.1 **Governing law.** These Terms and every Order are governed by the laws of the State of New York, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 **Talk first.** Before starting a lawsuit, the parties will try in good faith to resolve any dispute through discussion for 30 days after written notice of the dispute. This does not apply to collection of unpaid invoices.

18.3 **Where.** Any lawsuit must be brought only in the state or federal courts located in Suffolk County, New York, and each party consents to those courts. Either party may bring a claim in small claims court if it qualifies.

18.4 **Jury waiver. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LAWSUIT ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ORDER.**

19. General

19.1 **Electronic signatures.** Electronic signatures, clicked acceptances, and electronic records are binding under the federal Electronic Signatures in Global and National Commerce Act and the New York Electronic Signatures and Records Act.

19.2 **Relationship.** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, or agency.

19.3 **Assignment.** You may not assign an Order without Lady Burd's written consent.

19.4 **Notices.** Claims under Section 7 go to your sales rep and project manager. Other legal notices must be in writing and sent to Lady Burd at the address above, attention: President.

19.5 **Severability and waiver.** If any part of these Terms is found unenforceable, the rest remains in effect. Not enforcing a provision is not a waiver of it.

19.6 **Survival.** Sections 3, 7 through 14, 18, and 19 survive completion or cancellation of any Order.

19.7 **Entire agreement.** Each Order, together with these Terms and the applicable Schedules, is the entire agreement for that Order and replaces any prior discussions about it.

Schedule A: Private Label Terms

This Schedule adds to the Main Terms for private label Orders. If it conflicts with the Main Terms, this Schedule controls for private label Orders.

A1 **What private label means.** Private label Products are made from existing Lady Burd formulas, filled into stock packaging or packaging you select, and sold under your brand.

A2 **Minimums.** Minimum order quantities per product and shade are as stated in the quote or our current catalog.

A3 **Payment.** Payment in full is due with the Order, before production.

A4 **Artwork and proofs.** You supply print-ready artwork meeting our specifications. We will send you digital proof before printing or applying labels. When you approve a proof, you accept responsibility for its content, including spelling, barcodes, ingredient declaration placement, claims, and regulatory compliance. Errors in an approved proof are corrected at your cost.

A5 **Ingredient declaration.** Lady Burd provides the ingredient declaration for each formula. You must use the current declaration on your labels.

A6 **Formula changes and discontinuations.** Lady Burd may update or discontinue a stock formula, for example because of raw material availability, regulatory changes, or product improvement. We will give you at least 15 days' notice of a discontinuation when we can, so you can place a final Order. We will not ship a reformulated Product against labels showing an outdated ingredient declaration without your written approval. Each party bears its own costs of a reformulation, including label changes.

A7 **No exclusivity.** Private label formulas are never exclusive. Lady Burd may make the same formulas for other customers. Your brand, unique product names, and artwork remain yours.

A8 **Lead times.** Estimated lead times are stated in the quote and start when everything in Section 4.1 of the Main Terms is complete.

Schedule B: Custom Formulation and Contract Manufacturing Terms

This Schedule adds to the Main Terms for custom formulation projects and the production Orders that follow. If it conflicts with the Main Terms, this Schedule controls for those projects and Orders. Custom formulation projects require a signed acceptance of these Terms before work begins.

B1 **Scope.** Lady Burd develops a new or modified formula based on your written brief, then manufactures it under separate production Orders.

B2 **Development stages.** Development proceeds in these stages: (1) your brief and our quote; (2) payment of the development fee; (3) lab samples, including up to 3 rounds of revisions, with additional rounds billed at $500 per round; (4) your written approval of a final sample (the "Approved Standard"), which becomes the specification for production and for the warranty in Section 8.1; (5) any testing under Section B5; and (6) production Orders.

B3 **Fees and payment.** The development fee is due before work begins and is not refundable. It will be credited toward your first production Order if that Order is placed within 6 months after the Approved Standard, and the Order exceed $50,000. Each production Order requires at least a 50% deposit with the Order, with the balance due before shipment. The deposit is not refundable once we have ordered materials for the Order. Additional fees or deposits may be due if Lady Burd must purchase components or other materials to complete your Order.

B4 **Timeline and inactive projects.** Development typically takes 12 to 18 months. Timelines are good-faith estimates. If you do not respond to a sample or request for more than 30 days, the project is put on hold. If a project is inactive for 90 days because we are waiting on you, Lady Burd may close the project, and restarting may require a new development fee.

B5 **Testing.** Lady Burd strongly recommends stability testing, packaging compatibility testing, and preservative efficacy testing in your final packaging before launch. Testing is at your cost, through Lady Burd or a third-party laboratory. If you choose to skip any recommended testing, you accept the risk of separation, color or odor change, reactions between product and package, and shelf-life failure, and Section 8.2 provides no shelf-life warranty.

B6 **Formula ownership and exclusivity.** Lady Burd owns every formula it develops, including custom formulas, their formula percentages, and manufacturing instructions. Lady Burd does not sell, assign, or license formulas, and paying development or production fees does not transfer ownership. As long as you place at least one production Order every 12 months, Lady Burd will not make that exact custom formula for anyone else. If you 12 months without a production Order, exclusivity ends and Lady Burd may use the formula freely, but never with your brand, artwork, or product names. Lady Burd keeps its general know-how, base formulas, and techniques, and may develop other formulas that are not identical.

B7 **Formulas you bring.** If you provide your own formula via full tech transfer, you keep ownership of it. Lady Burd will use it only to make your Products. You confirm that you have the right to use it and that its safety has been substantiated.

B8 **Specialty raw materials.** Specialty raw materials bought only for your formula are often sold in minimum quantities. You pay for specialty raw materials bought for your project that are not used within 12 months, or when the project or an Order is canceled.

B9 **Scale-up.** The first production batch may differ slightly from the lab sample because of scale-up. Differences within our standard tolerances are not defects. Lady Burd may make a pilot batch before full production.

B10 **Cancellation.** The development fee is not refundable. If you cancel a production Order, you pay for work completed, labor, and for materials and components bought or committed for the Order, and your deposit is applied to those amounts. Any remaining deposit balance is refunded.