

Terms & Conditions

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Buyer(s) consent to the following Terms and Conditions:

Cabiria Style LLC (herein after "Cabiria" and/or "Seller") is in the business of manufacturing, marketing, distributing and selling clothing. The Buyer (herein after "Buyer(s)") is in the business of selling clothing and related products. Buyer desires to purchase Cabiria products ("Products") for resale directly to the consumer only, subject to the following terms and conditions of sale. Seller's acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. Unless otherwise agreed to in writing by all parties, the terms and conditions set forth on this buyer application, order confirmation and/or invoice supersede the terms and conditions of the Buyer's purchase order(s) and shall govern all transaction between the Buyer and Seller. These terms and conditions also apply to all future transactions unless modified in writing signed by all parties. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery or which contradict or purportedly claim to supersede these terms and conditions. Buyer's acceptance of goods delivered by Seller in conjunction with this invoice, buyer application, or order confirmation is an acknowledgement by Buyer of its acceptance of these terms and conditions.

Orders:

Buyer shall place its orders of Products on purchase order forms approved by Seller. Orders are subject to approval, alteration, or rejection by Seller in its sole and absolute discretion. Any alterations or cancellations of orders are subject to acceptance and confirmation by both Buyer and Seller in writing. Once an order is confirmed in writing by Seller, Buyer may cancel such order within 72 hours without charge. Any cancellations of confirmed orders after such 72-hour period will be subject to a 50% pro rata cancellation fee.

Delivery, Transportation and Risk of Loss:

Delivery of Products shall be made in a timely manner with a reputable carrier and appropriate means of shipment in order to best meet delivery fulfillment dates set forth in written request at the time of order placement according to the terms and conditions set forth herein. Seller reserves the right to choose the best shipping option in order to meet fulfillment requests, unless the Buyer and Seller agree in writing to a specific shipping method at time of order placement. Buyer is responsible for all shipping related costs, including but not limited to, freight charges, lading charges, customs fees, additional insurance and package tracking. All delivery dates are estimates only. Buyer is required to take delivery without limitation. Cabiria will have no liability for delays associated with shipping and delivery. Shipping and additional associated charges are additional unless otherwise expressly indicated at the time of order placement. Pursuance of reimbursement and all filing of claims with the carrier for loss or damage occurring during shipping is the sole responsibility of the Buyer. Delivery will occur, and title and risk of loss will pass to Buyer, upon placement of Products with a carrier for shipment to Buyer. Shipment will be made by the method selected by the Seller in its sole, absolute discretion. Seller reserves the right to make complete or partial shipment of Products. Each shipment of Products constitutes a separate sale, whether the shipment is in whole or partial fulfillment of Buyer's order or confirmation of Products. If Buyer defaults in payment for Products as required by the Terms, Seller may, without incurring liability to Buyer, suspend further shipments under any and or all orders for Products. If Seller elects to continue shipments, such continuation will not constitute a waiver of such default or of Seller's right to discontinue shipment at a later time, nor will such continuation in any way limit Seller's legal remedies for such default.

Payments:

Unless otherwise directed by Seller in writing, Buyer will mail all payments in USD currency to Seller at: Cabiria Style LLC 25-64 32nd Street Floor 2, Astoria, NY 11102 or electronically through Paypal at: <http://www.paypal.com> Seller account eden@cabiriastyle.com. ONLY international Buyers may also send payment electronically through Skrill/Moneybookers at <http://www.moneybookers.com>, converting all payments before transfer into USD currency. Buyer shall include a remittance notice with all physical payments. All C.I.A. and C.B.D. shipments are to be paid in cash, cashier's check, company check or certified check, unless the order is prepaid (electronically) or arrangements are made and approved in writing by Seller before the order is shipped. All payments shall be made in USD currency. A service charge of up to 1.5% per month (18% APR), or the maximum amount allowed by law, will be applied to all past due invoices. A 10% handling charge will be charged on any returned check, subject to a minimum charge of \$50.00. All orders will be withheld from shipment until payment clears availability in the Seller's account. Unless otherwise specified by Seller, payments will be applied first to accrued service charges (if any) and then to the oldest unpaid invoice. If the Buyer makes any payments and defaults on any payments due at time of delivery/ CBD, Seller has the right to retain any payments collected.

Returns:

It is the responsibility of Buyer to inspect upon receipt that all merchandise delivered matches its order. A written authorization from the Seller must be obtained by the Buyer for any returned merchandise. All returns must be made within 7 days of receipt of goods. Seller accepts returns only when there has been an error on Seller's part as evidenced by the original packing list and confirmed by the returned Products and only for duplicate orders or defective or damaged Products. Any other requested returns must be approved in advance in writing by an Operating Member of Cabiria Style LLC. Seller may in its sole and absolute discretion reject any such other requested returns. All Product returns must be approved by Seller in writing. Buyer must receive a return authorization letter prior to attempting to return any Products to Seller. Buyer authorizes Seller to sell any garments with Buyer's label or mark that have been returned, rejected, or abandoned. Any defective or damaged Products shall be clearly marked with masking tape next to the flaw. Buyer shall include a copy of the invoice indicating the item(s) being returned inside the carton. Buyer shall ship any returned Products freight prepaid to [Cabiria's distribution center in Astoria, New York]. Seller will refuse any unauthorized or freight collect returns. Authorized returns will be credited back to Buyer, including the original discount terms, or Buyer shall receive replacement Products, within 10 business days of receipt by Cabiria. Seller reserves the right upon Buyer's written approval to

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exchange similar Product if the identical Product is not available for replacement. Seller may refuse any returned Product that is damaged through improper packing or improper display methods at Buyer's location. Discounted, discontinued and "Second" sales of Products are Final Sale Only, No Returns.

Chargebacks:

Deductions not authorized in advance by Seller in writing will not be accepted, including but not limited to, advertising, co-op, or pricing support. Any allowances must be assigned a chargeback authorization request and approved, in writing, by an Operating Member of Cabiria Style LLC.

Notice of Defects:

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party.

Modification of Goods:

Once merchandise is printed, garment dyed, washed or altered in any way, the Buyer cannot return or make a claim relating to such merchandise. Garments modified by the Buyer, or modified by Seller at the request of Buyer, may not be returned. Seller may agree, as an accommodation to Buyer, to purchase these items. Should Seller make this accommodation, Buyer authorizes Seller to sell such garments and warrants that it has the right to sell such goods to Seller and releases and indemnifies Seller from any liability related to Labels, marks, designs or other intellectual property rights in any way related to the sale or distributions of these goods.

Acceptance of goods with Known Defects Waives Claims for Damages:

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

Defaults:

It is understood that should the Buyer become Delinquent in payment, no further credit will be extended and the Buyer will pay Seller a past due service charge at the rate of 1 1/2% per month (18% per annum), collection agency fees in the amount of 30%, and/or reasonable attorney's fees, and all other costs and expenses which may be incurred by the Seller in the enforcement of the terms and conditions set forth on this invoice, credit application, and/order confirmation. Any returned checks will be charged back to the Buyer, and a 10% handling fee subject to a minimum charge of \$50.00 will be charged to the Buyer. If the Buyer's account is insured and the Buyer's account is turned over to a receivable insurance company for a claim, Seller can also charge the client an additional 30% of the principal amount due which is in default. It is understood that these charges are a reasonable estimation of the damages Seller will incur upon Buyer's default.

Limited Warranty:

Cabiria warrants that Products, at the time of shipment, are free from defects in workmanship and materials. Seller reserves the right to inspect any Products alleged to be defective before making a decision regarding the validity of any warranty claim. The warranty described in this paragraph shall be in lieu of any other warranty, express or implied, including but not limited to, any implied warranty of merchantability for a particular purpose. Buyer specifically waives all rights to make claims against Seller for any loss, damage, or expense of any kind or nature, including damages caused directly or indirectly by Products other than for the return of Products in accordance with these Terms and Conditions. Cabiria's liability under these Terms and Conditions or with respect to Products, regardless of the form of action, shall in no event exceed the price paid by Buyer for such Products. In no event shall Seller be liable for costs of procurement of substitute products or services, lost profits, or any special, indirect, consequential, or incidental damages, however caused and on any theory of liability, arising in any way out of these Terms and Conditions. This limitation shall apply even if Seller has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy provided herein.

LIMITATION OF DAMAGES:

THE LIABILITY OF SELLER, IF ANY, FOR DIRECT DAMAGES IN CONNECTION WITH FILING BUYER'S ORDERS FOR PRODUCTS, REGARDLESS OF THE DELIVERY OR NON-DELIVERY OF SUCH PRODUCTS, WILL NOT IN ANY EVENT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (EXCEPT FOR CONSEQUENTIAL DAMAGES RELATING TO PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW), OR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SUSTAINED BY BUYER, OR BY ANY OTHER PERSON, IN CONNECTION WITH THIS ORDER AND AGREEMENT OR THE PRODUCTS COVERED HEREBY.

EXCLUSION OF IMPLIED WARRANTIES:

THE BUYER RECOGNIZES THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES IMPLIED ARE EXCLUDED FROM ANY TRANSACTION BETWEEN BUYER AND SELLER AND SHALL NOT APPLY TO THE PRODUCTS SOLD BY THE SELLER. SELLER SHALL ALSO NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

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Sale Policies:

Sales of Products by Cabiria to Buyer are made on the express condition that such Products are to be sold by Buyer directly to retail consumers only. Without limiting the generality of the foregoing, without Seller's prior written approval, which it may withhold in its sole and absolute discretion, Buyer may not sell Products (i) to any other retailer or distributor; (ii) to any party who Buyer knows or should know intends to resell Products; or (iii) through any internet auction site. Furthermore, Buyer shall not at any time purchase Seller's Products from any party other than Cabiria.

Re-Selling Policies:

You may not resell or re-convey, or offer to sell or re-convey, any Cabiria products to any person or entity, under any circumstances or through any means. As a condition of buying Cabiria products from us now, you agree that these terms apply to ALL Cabiria products you now have or later acquire, whether or not obtained from us and whether or not such products were previously or would otherwise be subject to these terms.

Confidentiality:

Buyer expressly acknowledges and agrees that these Terms and Conditions and any know-how, designs, business plans, pricing and similar information of Cabiria are proprietary and confidential and shall not be disclosed to any third party by Buyer.

Deterioration of Buyer's Credit:

The Seller has the right, in addition to other Remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the Buyer fails to pay for anyone shipment when the same becomes due. Should the Buyer's financial condition become unsatisfactory to the Seller, the Seller may require cash payments or satisfactory securities for delivery of goods.

No Responsibility:

Buyer acknowledges that Seller has no responsibility for any work performed by any vendor referred by Buyer and hereby waives any right to assert any claim against Seller for work performed by any other firm, including but not limited to claims for negligent referral, agency, or respondent superior.

Personal Guaranty:

In consideration of such credit extended and /or to be extended by Cabiria in its discretion to Buyer, or the release of goods paid by credit card or check, the individual(s) signing this invoice, buyer application, other confirmation, or delivery receipt or check or credit slip (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to Cabiria Style LLC and its successors, endorsees, and assigns the punctual payment when due, with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of Buyer and any other party or parties, now existing or hereafter arising, as well as the performance and observance by Buyer of the terms, conditions, stipulations, and agreements of Buyer contained in this invoice, credit application, and/or order confirmation of Cabiria. This Guaranty will be continuing and irrevocable guaranty and indemnity for such indebtedness of Buyer. The undersigned do(es) hereby waive notice of acceptance of this Guaranty, notice of the occurrence of any default, presentments, demands, protests, and notices of any and all action at any time taken or omitted by Buyer regarding its indebtedness to Cabiria. The signer consent(s) to any modification or renewal of the credit hereby guaranteed. This guaranty shall bind the executors, administrators, and assigns of the undersigned and shall remain in force and effect unless and until canceled by written notice sent to Seller by registered mail, in which case it shall then be binding as to any balances still owing and outstanding as of the date of Seller receipt of such registered notice. This Guaranty also gives Cabiria the right to investigate credit from time to time of both Buyer and the Personal Guarantor(s), if deemed necessary by Seller.

Use of Cabiria Intellectual Property and Materials:

Buyer acknowledges and agrees that Seller is the exclusive owner of the trademarks under which the Products are sold (the "Marks"). Buyer shall inform Seller of any infringement and/or counterfeiting that Buyer has knowledge of and will not personally or aid or encourage others to register, contest, or impair any of the Marks. No other merchandise shall be sold or offered for sale by Buyer under any of the Marks and Buyer shall make no use of any of the Marks or variations or derivatives thereof as Buyer's trade name or corporate name or domain name. Buyer has no rights to the use of any of the Marks except as such Marks may appear on Products purchased hereunder or on such advertising, marketing, promotional and/or merchandising materials which Seller may provide or approve. All sales, marketing, promotional and merchandising materials provided by Cabiria to Buyer, including but not limited to, permanent fixtures, signage, POP items and the like, shall remain the property of Cabiria and may be removed from Buyer's store(s) at any time at the sole and absolute discretion of Cabiria. All such materials are on loan to Buyer for use in Buyer's authorized retail locations only. Following termination of the relationship between Buyer and Seller created hereby for any reason, Buyer shall immediately discontinue the use of the Marks in any advertising or use in any manner that might confuse or mislead the public into thinking that Buyer is a Cabiria retailer and Buyer shall immediately return to Seller all advertising, marketing, promotional and/or merchandising materials Seller provided to Buyer. Buyer shall reimburse Seller for any attorney's fees and other expenses incurred by Cabiria for any legal action required to enforce this provision.

Advertising of Products:

All advertising and promotions (including, without limitation printed advertisements, circulars, point of purchase displays, etc.) by Buyer which include Products or any of the Marks must be approved in writing in advance by Cabiria. No advertising of Products may include double pricing

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(i.e., price comparison such as was/is or suggested retail/actual retail or similar type comparisons). Buyer shall comply with all of Seller's product guidelines, standards and requirements, including but not limited to those with respect to sales promotion, display and merchandising affecting the image of Products or the Marks.

Termination:

Seller may terminate its relationship with Buyer immediately should Buyer fail to comply with any of these Terms and Conditions, or upon thirty (30) days notice, for any other reason. Seller has the right to refund delivery inventory in installments. The relationship of the parties and Buyer's right to terminate upon (i) the commencement of any proceeding under any bankruptcy, insolvency, or similar law by or against Buyer or any principal of Buyer or any guarantor of Buyer's obligations hereunder, (ii) the appointment of a receiver of any part of Buyer's inventory subject to a Form UCC-1 filing by Cabiria Style LLC, or (iii) the attempted assignment of this Agreement by Buyer without Seller's prior written consent. Termination of the relationship shall not relieve or release either party from making payments that may be owing to the other party hereunder or otherwise. Upon termination Buyer shall immediately deliver by registered or certified mail a detailed list of all first quality inventory of Products then in Buyer's possession.

Force Majeure:

In the event of reason of matters or occurrences beyond the Seller's control, including but not limited to acts of nature, acts of war or of civil commotion, delays in transportation, material shortages, strikes or other labor disturbances, fire, flood, accident, riot, government intervention, embargoes, or equipment failures, the Seller will make all efforts to meet the terms of this agreement. However, Seller shall not be held liable for any such failure or delay as a result of any such matter or occurrence wholly or partially beyond our control. Quantities are subject to availability. In the event of shortage, Seller may allocate sales and deliveries at its sole discretion. If for any reason Seller cannot deliver or otherwise defaults on delivery of goods, the only available penalty to the Buyer is a refund of deposit.

Headings:

The section headings set in these Terms and Conditions are for convenience of reference only and do not form a part of these Terms and Conditions, and no construction or inference shall be derived therefrom.

Miscellaneous:

These Terms and Conditions shall apply to all transactions between Cabiria and Buyer. In the event of any conflict between these Terms and Conditions and the terms included in any document or form submitted by Buyer to Seller, these Terms and Conditions shall prevail. The relationship between Cabiria and Buyer established by this arrangement is that of independent contractors. Buyer shall not be deemed an agent, employee or representative of Cabiria. Buyer shall provide Seller upon request with a valid state resale certificate. Buyer shall be solely responsible for any sales, excise, use, property or other tax, tariff, duty or assessment levied by any governmental unit or agency with regard to its purchase of Products and shall indemnify and hold Cabiria harmless from any taxes not paid by Buyer. If any of these Terms and Conditions are held invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid. Any disputes arising between Buyer and Seller shall be governed by the laws of the State of New York and the exclusive venue for any action hereunder shall be in the federal or state courts located in Queens County, New York. Cabiria shall be entitled to attorneys' fees and other costs incurred in enforcing these Terms and Conditions, including, without limitation, the collection of any amounts owed to Cabiria by Buyer.

Jurisdiction:

Any transactions between the Buyer and the Seller are governed by the laws of New York. To the extent that any court proceedings are commenced, the Buyer and any Guarantor hereby consent to the jurisdiction of the courts of Queens County, New York, for any claims or controversies arising in the sale of garments by the Seller to the Buyer. The Seller also reserves the right to sue the Buyer or its Guarantor in the province or state of its domicile. However, the foregoing shall not in any way diminish or limit the arbitration provisions set forth below.

Governing Law; Arbitration; Dispute Resolution:

The construction, interpretation and enforcement of this Order and Agreement will be governed by the internal laws of the State of New York, excluding its conflict-of-laws principles. All claims and controversies arising out of or relating to this Order and Agreement or the breach hereof, or to any order for Products or modification thereof, or to any aspect of the relationship between the parties, whether such claims are common law or statutory, including without limitation claims asserting violations of the antitrust or racketeering laws, will be settled and determined by arbitration in New York, New York before a Commercial Panel of three arbitrators in accordance with and pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association. The arbitrators, in their discretion, may award specific performance or injunctive relief and costs and reasonable attorneys' fees and expenses to any party in any arbitration. However, in any arbitration proceeding, the arbitrators may not change, modify, or alter any express condition, term or provision hereof, and to that extent the scope of their authority is expressly limited. The arbitration award will be final and binding upon the parties and judgement may be entered thereon in any court having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration or for the enforcement of any arbitration award may be made in the same manner that notices may be given under Section titled Notices and Other Communications below.

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Notices and Other Communications:

All notices and other communications required or permitted by the Order and Agreement will be in writing and will be duly given, upon receipt by the addressee, if delivered personally, if mailed (by certified or registered mail, return receipt requested, if such service is available) or if delivered by internationally-recognized overnight courier or mail service that requires the addressee to acknowledge, in writing, the receipt thereof, to the party concerned at its address set forth in the Order (or at any other address as a party may specify by notice in writing to the other).

Knowing and Voluntary Consent to Binding Arbitration and Waiver of Right to Jury Trial:

Cabiria Style LLC and Buyer hereby acknowledge that they have read and understand the terms of this Arbitration Agreement, and are voluntarily agreeing to its terms. Cabiria Style LLC and Buyer also understand that by using binding arbitration to resolve disputes, they will be giving up any right they may have to a judge or jury trial.

Costs of Arbitration:

The Parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party during the arbitration, as is permitted under federal or state law, as a part of any remedy that may be ordered.

Agreement and Acknowledgement:

Buyer(s) have carefully read and agree to these Terms and Conditions. Buyer authorizes Cabiria to verify the credit of the Company and/or the individual(s) whose signature(s) appears on this or the other documents specified above. Buyer and Guarantor(s) authorize its bank(s) and/or business references to release credit information of Buyer and for Guarantor(s) as requested by Cabiria. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement will remain in full force and effect and shall in no way be affected, impaired, or invalidated.