

Product Safety Warranty

As consideration for the issuance of a purchase order (“PO”) by The Occasions Group, Inc.’s (or its divisions or affiliates, collectively “TOG”) to Vendor (as defined in the signature block) for the materials, goods, or products (“Goods”) identified in the PO, Vendor represents and warrants to TOG that: a) the GCC (or CPC, as the case may be) and the supporting documentation have been issued by an individual with knowledge of the facts and details contain therein; b) that the supporting documentation corresponds to the respective Goods, is true and accurate, and has not been altered or otherwise modified; c) the Goods comply with and were manufactured and sold in conformance with all applicable domestic and foreign laws, rules and regulations, and d) TOGs further distribution or sale of the Goods will not be in violation of any applicable domestic or foreign laws, rules and regulations.

Vendor hereby agrees to indemnify, defend and hold TOG, its parents, affiliates, officers, directors and employees harmless against any third party claims, losses, liabilities, costs, expenses or damages, including reasonable attorney’s fees, incurred as a result of Vendor’s breach of this Product Safety Warranty.

The parties expressly agree that the representations, warranty and indemnification contained herein is in addition to and not in lieu of any other representations, warranties and/or indemnification agreed upon between the parties in writing. In the event of a conflict between the representations, warranties, and indemnification between the parties, those contained herein shall control.

Accepted and Agreed to by Vendor:

Vendor’s Company Name

Signature of Officers or Individual Authorized to Sign

Printed Name

Title

Date