



STANDARD VENDOR PACKAGE

Okeanos Group, LLC, along with its parents, subsidiaries, and affiliates (collectively the “**Company**” or “**Buyer**”), with General Offices at 929 Alton Road, Suite 500, Miami Beach, Florida 33139 and the undersigned person or entity (“**Seller**” or “**Vendor**”), for value received, hereby represents and agrees as follows:

SECTION 1: HOLD HARMLESS AGREEMENT AND GUARANTY/WARRANTY OF PRODUCT

1. The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a “**Product**”) made to or on the order of Company (collectively referred to as “**Buyer**”) is hereby guaranteed, as of the date of such shipment or delivery, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “**Act**”), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.
2. Seller agrees to defend, indemnify and hold harmless Buyer and its employees, agents, representatives, managers and customers (individually, an “**Indemnity**”) from all actions, suits, claims, fines, costs and expenses (including reasonable attorneys’ fees) resulting there from whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever:
 - a. brought or commenced by federal, state or local governmental authorities against any Indemnity alleging that any Product shipped or delivered by Seller to or on the order of Buyer did not, as the date of delivery, meet the guaranty set forth in Paragraph 1; or
 - b. brought or commenced by any employee (statutory or other), agent, representative, officer and manager of Seller or its contractors and subcontractors for personal injury, death or loss or damage of property arising out of or alleged to have arisen out of any occurrence or alleged occurrence on owned, leased, permanent, or temporary property or premises of Buyer, whether or not such Claims are caused or alleged to be caused by the joint and/or concurrent negligence of Buyer; provided, however, that Seller’s indemnification obligation shall not apply to the extent that Claims are caused by the sole negligence of Buyer; or,
 - c. brought or commenced by any person or entity against any Indemnity for the recovery of damages for the injury, illness and/or death of any person, or loss or damage of property arising out of or alleged to have arisen out of (i) the delivery, sale, resale, labeling, use or consumption of any Product, or (ii) the negligent acts or omissions of Seller; provided, however, that Seller’s indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of Buyer.Seller’s agreement to maintain and provide insurance on behalf of Buyer under Paragraph 3 is a result of the requirement for indemnity and defense outlined in this paragraph. Indemnity shall notify Seller promptly of the service of process or the receipt of actual notice of any claim.
3. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers’ compensation and employers’ liability, automobile liability, commercial general liability,



including product liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverages. Seller's insurance described herein shall be primary and not contributory with Buyer's insurance. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured using form CG 20 15 Broad Form Vendor's Endorsement or its equivalent with respect to the commercial general liability policy including products liability. Automobile liability and excess/umbrella liability coverage will also name Buyer as an additional insured. All policies shall provide waivers of subrogation in favor of Buyer. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained in this guaranty and agreement.

4. If any portion of this guaranty and agreement is ruled invalid for any reason, such ruling shall not affect the other portions of this guaranty and agreement, and all remaining covenants, terms and conditions of this guaranty and agreement shall remain in full force and effect.
5. This guaranty and agreement are continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt by the Buyer of written notice of revocation thereof.

SECTION 2: LETTER OF CONTINUING GUARANTEE

The articles comprising each shipment or other delivery hereafter made by to or on the order of Company are hereby guaranteed by the Seller:

1. to be not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act;
2. not to be articles which may not, under the provisions of Sections 344 or 355 of said Act, be introduced into interstate commerce.
3. if such articles contain color additives manufactured by the undersigned, to contain only color additives from a batch certified in accordance with applicable regulations promulgated by the Secretary under said Act;
4. if such articles are hazardous substances, to be not misbranded hazardous substances or banned hazardous substances within the meaning of those terms in Chapter 30 of Title 15 of the U.S. Code;
5. if such articles are economic poisons, to be lawfully registered at the time of sales and delivery and to comply with the other requirements of Sections 135-135k of Title 7 of the U.S. Code;
6. if such articles are pesticides, to be lawfully registered at the time of sale and delivery and to comply with the other requirements of Subchapter II of Chapter 6 of Title 7 of the U.S. Code
7. if such articles are flammable fabrics, to conform with applicable flammability standards issued or amended under the provisions of Section 1193 of Title 15 of the U.S. Code based upon reasonable and representative tests made in accordance with standards issued or amended under the provisions of said Section;
8. if such articles are textile fiber products, to be not misbranded or falsely invoiced under the provisions of Sections 70 or 70k of Title 15 of the U.S. Code;



9. to be not adulterated, mislabeled, misbranded or falsely advertised and to be not articles which may not be sold or offered for sale pursuant to any other statute, law of regulation of any governmental authority; and
10. to be in compliance with any comparable laws in effect in the state in which such articles will be sold.

Seller agrees to indemnify and save Company harmless from and against any and all claims for injury or damage made by third parties against Company for, or on account of, any alleged adulteration, impurity, unwholesomeness or other problem or cause related to any article, including the loss and reasonable expenses (including attorney's fees) if any, incurred by Company as a result thereof.

Seller further agrees to indemnify and save Company harmless from and against any and all charges, actions, and proceedings brought by any governmental authority against an article or Company for, or on including the loss and reasonable expenses (including attorney's fees) if any, incurred by Company as a result thereof.

If the articles are hazardous substances, as defined under the Emergency Planning and Community Right-to-Know Act of 1986, the undersigned shall provide (for each hazardous substance) a current and complete Material Safety Data Sheet (MSDS), or for any toxic substance, as required by Section 442.106 of Florida Statutes, including any revisions to a MSDS made within one (1) year of purchase of such articles.

If articles are to be shipped under labels supplied by Company or under labels which contain the trademark name or brand name owned or controlled by Company or its name (or dba) and address as distributor of the articles, the undersigned shall not ship, and it assumes full responsibility for the shipment of, any articles where such labels contain any infraction under any of the laws described above, unless the written consent of Company is obtained prior to shipment.

This guaranty is continuing and shall remain in full force and effect until revoked by giving thirty (30) days prior written notice to Company at the address set forth above.

SECTION 3: VERIFICATION STATEMENT AND DISPUTE RESOLUTION

Governing Law and Jurisdiction: This agreement shall be governed by the laws of the State of Florida (US) and any dispute will be resolved exclusively before the courts located in Miami-Dade County in the State of Florida (US).

Seller hereby affirms that all information supplied in this agreement, as well as all other documents supplied to Company, is true and accurate to the best of my knowledge and belief, and I understand that this information will be considered material in the evaluation of quotations, bids and proposals.



Agreed to by Company and Seller by their respective, duly authorized representatives:

OKEANOS GROUP, LLC.

SELLER

Name: Florencio Cuetara
Title: CEO
Date: _____
Email: fcuetara3@madefromstone.com

Name: _____
Title: _____
Date: _____
Email: _____

REVIEW ONLY - DO NOT SIGN