

DOBERMAN STUDIOS

RELEASE 02 LOOKBOOK

SUMMER 2020

DOBERMAN STUDIOS

R02 - "MORE ENERGY"

DOBERMAN STUDIOS RELEASE 02 LOOKBOOK AND WHOLESALE GUIDE

This manual contains the products available for retailers from Doberman Studios Release 02. All pricing is in USD. This manual also contains tagging and retailer recommendations. To place an order please fill out the sheet at the end of the document and send to staff@doberman-studios.com.

This manual is not for public display or use.

Doberman Studios
2020

DOBERMAN STUDIOS
R02 - "MORE ENERGY"



DOBERMAN STUDIOS

R02 - "MORE ENERGY"



BIG BITE PENDANT IN 14K GOLD PLATE

- Made from 100% recycled sterling silver
- Gold plated with 14k gold at Red Sky
- On a diamond-cut classic rolo chain with adjustable stops at 16" and 18"
- Produced by J. Andrew Jewelry
- Comes in a 2.37" x 2.37" x 1.37" matte finish soft touch jewelry box and matte black packing box

RECOMMENDED RETAIL PRICE: \$165.00 USD

WHOLESALE COST: \$82.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



BIG BITE PENDANT IN STERLING SILVER

- Made from 100% recycled sterling silver
- On a diamond-cut classic rolo chain with adjustable stops at 16" and 18"
- Produced by J. Andrew Jewelry
- Comes in a 2.4" x 2.5" x 1.4" custom jewelry case and matte black box

RECOMMENDED RETAIL PRICE: \$165.00 USD
WHOLESALE COST: \$82.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

DOBERMAN STUDIOS

R02 - "MORE ENERGY"



MORE ENERGY TEE

- Heavyweight Garment Dye
- Pre Shrunk
- Pigment-washed
- Oversized fit
- High cuff neck line
- 6.7 oz / 255 - 260 GSM
- 100% USA Cotton
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$44.00 USD

WHOLESALE COST: \$22.00 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



THUNDER TEE

- Heavyweight
- Pre Shrunk
- Relaxed fit
- 6.5 oz / 255 - 260 GSM
- 100% Combined Cotton
- Available in S-XXL

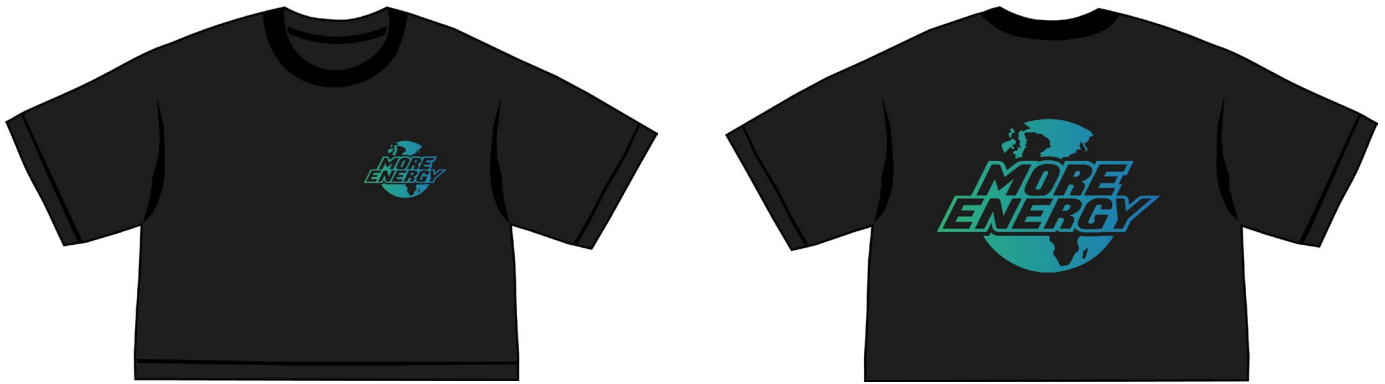
RECOMMENDED RETAIL PRICE: \$44.00 USD

WHOLESALE COST: \$22.00 USD

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DOBERMAN STUDIOS

R02 - "MORE ENERGY"



MORE ENERGY BOXY CROP - BLACK

- Pre Shrunk
- Oversized fit
- 100% USA Cotton
- OSFM

RECOMMENDED RETAIL PRICE: \$40.00 USD

WHOLESALE COST: \$20.00 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



MORE ENERGY BOXY CROP - WHITE

- Pre Shrunk
- Oversized fit
- 100% USA Cotton
- OSFM

RECOMMENDED RETAIL PRICE: \$40.00 USD
WHOLESALE COST: \$20.00 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

DOBERMAN STUDIOS

R02 - "MORE ENERGY"



THUNDER HOODIE

- 10 oz / 330 GSM
- Cotton/Polyester blend (70/30)
- 1x1 cuff/waistband ribbing
- Drawstrings with nickel eyelets
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$75.00 USD

WHOLESALE COST: \$37.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



STUDIO HAT

- Structured 5 Panel
- Cotton Twill
- 100% Cotton
- OSFM
- Adjustable velcro closure
- Available in Black & Royal Blue

RECOMMENDED RETAIL PRICE: \$35.00 USD

WHOLESALE COST: \$17.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

DOBERMAN STUDIOS

R02 - "MORE ENERGY"



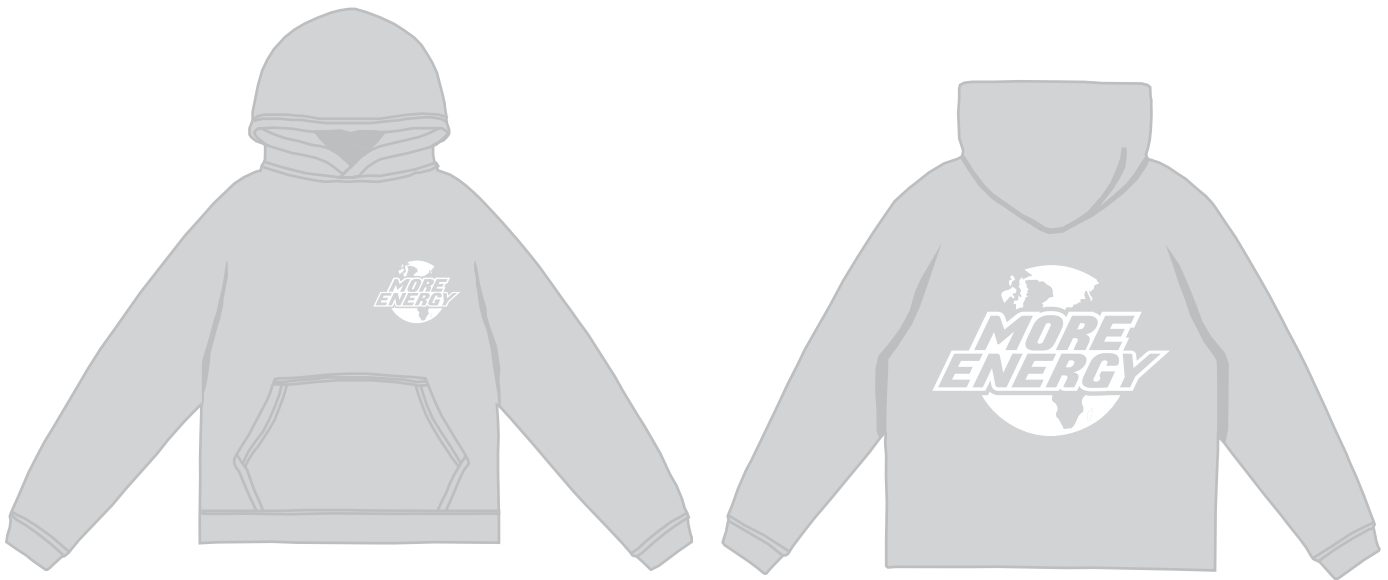
MORE ENERGY TRUCKER HAT

- Structured 5 Panel Trucker hat
- Mesh back
- OSFM
- Adjustable snap closure
- Available in Black

RECOMMENDED RETAIL PRICE: \$35.00 USD

WHOLESALE COST: \$17.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



MORE ENERGY HOODIE (GREY)

- 10 oz / 330 GSM
- Cotton/Polyester blend (70/30)
- 1x1 cuff/waistband ribbing
- Drawstrings with nickel eyelets
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$75.00 USD

WHOLESALE COST: \$37.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

DOBERMAN STUDIOS

R02 - "MORE ENERGY"



MORE ENERGY HOODIE (REFLECTIVE BLACK)

- 10 oz / 330 GSM
- Cotton/Polyester blend (70/30)
- 1x1 cuff/waistband ribbing
- Drawstrings with nickel eyelets
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$75.00 USD

WHOLESALE COST: \$37.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.



HARDWARE HOODIE (GREY)

- 10 oz / 330 GSM
- Cotton/Polyester blend (70/30)
- 1x1 cuff/waistband ribbing
- Drawstrings with nickel eyelets
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$75.00 USD

WHOLESALE COST: \$37.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

DOBERMAN STUDIOS

R02 - "MORE ENERGY"



HARDWARE HOODIE (REFLECTIVE INK + BLACK)

- 10 oz / 330 GSM
- Cotton/Polyester blend (70/30)
- 1x1 cuff/waistband ribbing
- Drawstrings with nickel eyelets
- Available in S-XXL

RECOMMENDED RETAIL PRICE: \$75.00 USD

WHOLESALE COST: \$37.50 USD

Limited quantities available. Some products may have an extended delay on arrival based on quantities in stock. Contact our team for available quantities.

ORDERING

Contact our team at **staff@doberman-studios.com** and indicate the quantities of each size of each item you'd like to order. Additionally, please provide the following business information:

- Contact Phone + Contact Name
- Business Address
- Website
- Social Media handles

We will get your order to you as quickly as possible. Some items may experience additional delays depending on available quantities.

TAGGING & BRAND COLLATERALL

All items will be shipped pre-tagged and with Doberman Studios brand collateral to be included with the purchase of any Doberman Studios item.

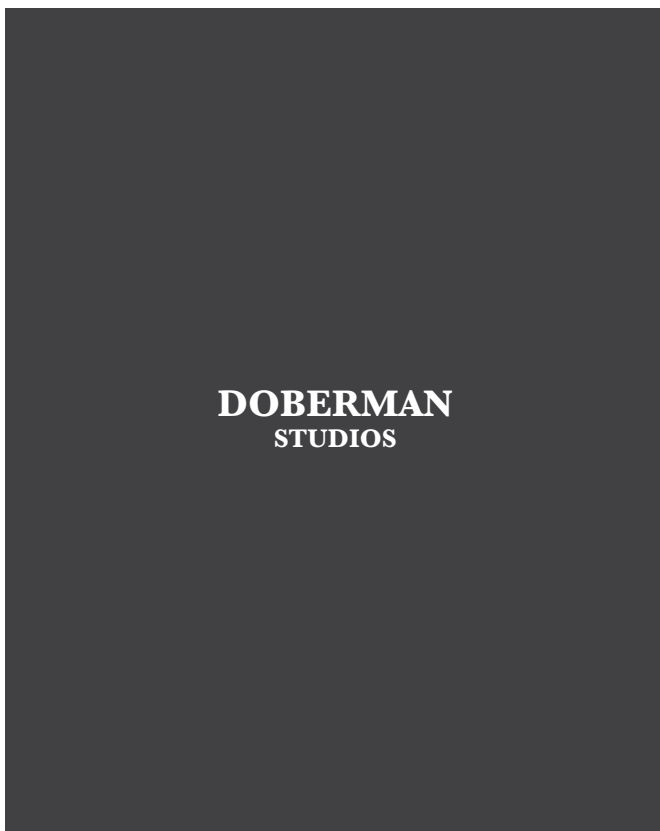
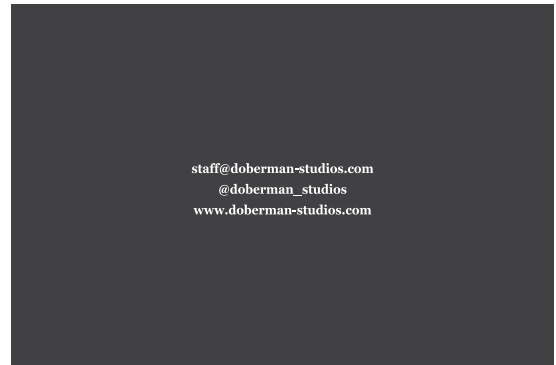
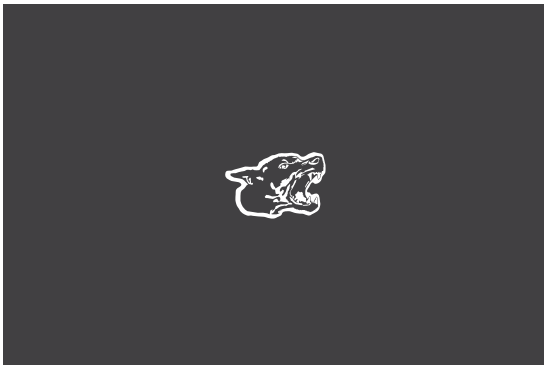


UNIVERSAL HANGTAG

- 7" black hangtag string
- Doberman Studios brand tag (black)
- Information Tag (grey)

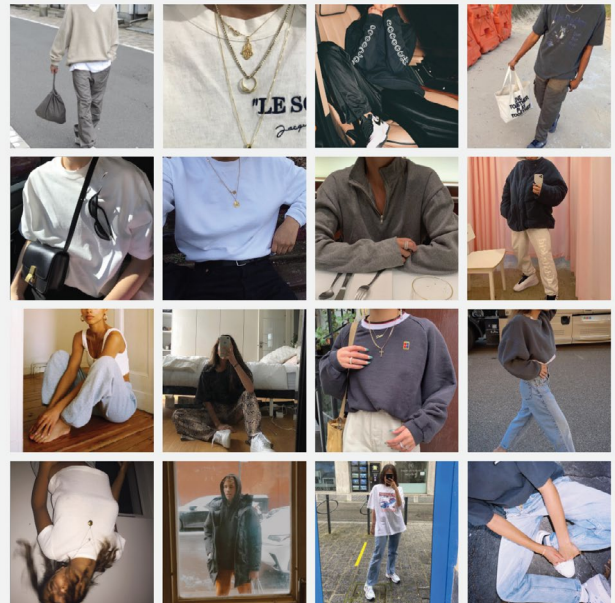
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MOOD BOARD

Dobberman studios is all about connection.
We would love for you to share are items with the world as much as possible.
Here is a little mood board to help you catch our vibe and create something dope.



doberman-studios.com
@doberman_studios
2020

BUSINESS CARD AND STYLE GUIDE

- 3.5 x 2" Business Card
- 6 x 7.5" Style Guide

INSTRUCTIONS:

Every retail order will come with a business card and style guide. Please ensure each purchase goes out with one of each. These will be provided at no additional cost.

DOBERMAN STUDIOS

RELEASE 02 STYLED LOOKS

SUMMER 2020



LOOK 01

Big Bite Pendant in 14k Gold Plating with Big Bite Crop Tank (not available for retail).



LOOK 02

Thunder Tee in black with the More Energy Trucker hat.

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LOOK 03

Hardware Hoodie in black, styled with black cargo joggers and white Air Force 1s.



LOOK 02

More Energy Tee styled with black work denim and white Air Force 1s.

Doberman Studios
TERMS AND CONDITIONS OF WHOLESALE

1. Agreement. These Terms and Conditions of Consignment are a part of the order or other written agreement ("Order") between the purchaser specified in the Order ("Purchaser") and Doberman Studios ("Seller") for Purchaser's purchase of products ("Products") from Seller. The Order and these Terms and Conditions of Retail Sale are collectively, the "Agreement." Seller will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Seller specifically agrees to such provision in a written instrument signed by Seller. Seller's acceptance of any Order by Purchaser is expressly conditioned on Purchaser's agreement to these Standard Terms and Conditions.
2. Purchase and Sale; Special Orders. Seller will sell to Purchaser, and Purchaser will accept and pay for, all Products ordered by Purchaser pursuant to an Order which has been accepted by Seller. All Orders are subject to acceptance by Seller either in writing or by shipping Products. Seller may accept any Order in whole or in part and Seller's shipment of less than all Products ordered will constitute acceptance only as to those Products shipped.
3. Delivery, Acceptance and Returns. Seller will use commercially reasonable efforts to meet any delivery date specified in the Orders, but will not be liable for any failure to meet such dates. Unless otherwise specified in the Order, Seller will prepay freight and other shipping costs. All Products delivered to Purchaser will be deemed accepted within five (5) days of the date of shipment unless Purchaser provides Seller with written notice to Seller of its intent to reject the Products prior to the end of such five (5) day period. All fees and expenses, including packaging and shipment, of returned Products or any portion thereof will be at Purchaser's expense unless otherwise agreed to in writing by Seller and shipped by Purchaser F.O.B. Seller's place of business in Bellingham, Washington.
4. Prices and Taxes. Purchaser will pay Seller the prices specified in the applicable Order or, if no price is specified in the Order, the price set forth in Seller's standard price list in effect on the date that the Order is accepted by Seller. Seller reserves the right to change prices at time of order based on the availability and pricing of materials included in the Products. All prices are in United States dollars, F.O.B. point of shipment, and do not include any sales, use or other taxes. Purchaser will pay or reimburse Seller for all shipping costs, taxes and other amounts payable to governmental authorities in connection with the applicable transactions, or will provide Seller with an exemption certificate satisfactory to Seller. Purchaser assumes all liability for shortage, loss, delay or damage of Products in transit. Purchaser agrees that it will keep the terms of sale, purchase price, and Tech Packs confidential and will not disclose the same to any third party without the prior written consent of Seller.
5. Payment Terms. Unless otherwise stated in the invoice, Purchaser will pay the amount set forth on the Seller's invoice in United States dollars, payment is due upon invoice. The Seller will not release goods to the Purchaser until products are paid in full. Any wire or other fees associated with payment of invoices is the sole responsibility of Purchaser. No endorsement or statement on any payment, accompanying any payment or elsewhere will be construed as an accord or satisfaction.

6. **DISCLAIMER AND RELEASE.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SELLER AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF PURCHASER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF SELLER; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT.

7. **Excused Performance.** Seller will not be responsible for or be considered to be in breach of or default under this Agreement on account of any cause beyond Seller's reasonable control or not occasioned by Seller's fault or negligence (including, but not limited to, Seller's inability to procure materials, parts, equipment or services).

8. **LIMITATIONS OF LIABILITY.** SELLER'S LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF SELLER) WITH REGARD TO ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER TO SELLER FOR THE SAME. FURTHER, SELLER WILL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT.

9. **Intellectual Property.** Purchaser represents and warrants that it has obtained all necessary intellectual property rights in and to any artwork it provides to Seller under the Agreement (the "Artwork").

10. **Indemnification.** Purchaser will indemnify, defend, and hold Seller and its officers, directors, employees, contractors, affiliates, and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys' costs and fees) related to Purchaser's: (a) breach of any third party intellectual property or other proprietary right; (b) breach of any representation, warranty, covenant or obligation under this Agreement; (c) breach of any confidentiality obligation; or (d) negligent or willful acts or omissions. Seller may retain counsel of its choosing and participate in the defense or settlement of any claim at its sole expense. Purchaser will not settle any claim on Seller's behalf, or publicize the settlement, without indemnified party's prior written consent.

11. **Credit Approval.** All shipments of Products are subject to the approval of Seller's finance department, and if such approval is not obtained or is withdrawn at any time by Seller's finance department, Seller will have the right to cease performance of any future or existing Orders and withhold delivery of any such deliveries without any penalty or liability of any kind, and all fees for any outstanding Orders will be immediately due and payable by Purchaser.

12. **Unenforceable Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.

DOBERMAN STUDIOS

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13. Nonwaiver. Any failure by Seller to insist upon or enforce performance by Purchaser of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of Seller's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.

14. Assignment. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives.

15. Governing Law; Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Whatcom County, Washington with respect to any claims, suits or proceedings arising out of or in connection with this Agreement.

16. Attorneys' Fees. In any litigation or other proceeding between the parties arising out of or in relation to this Agreement, the prevailing party will be awarded, in addition to any damages, injunctions or other relief, such party's costs and expenses, including but not limited to reasonable attorneys' fees and costs.

17. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Seller and Purchaser with regard to the Products. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.

Doberman Studios
TERMS AND CONDITIONS OF CONSIGNMENT

1. Agreement. These Terms and Conditions of Consignment are a part of the order or other written agreement ("Order") between the purchaser specified in the Order ("Purchaser") and Doberman Studios ("Seller") for Purchaser's purchase on consignment terms of products ("Products") from Seller. The Order and these Terms and Conditions of Consignment are collectively, the "Agreement." Seller will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Seller specifically agrees to such provision in a written instrument signed by Seller. Seller's acceptance of any Order by Purchaser is expressly conditioned on Purchaser's agreement to these Standard Terms and Conditions of Consignment.
2. Consignment Purchase and Sale; Special Orders. Seller will offer consignment terms to Purchaser, and Purchaser will accept all Products ordered by Purchaser pursuant to an Order which has been accepted by Seller. All Orders are subject to acceptance by Seller either in writing or by shipping Products. Seller may accept any Order in whole or in part and Seller's shipment of less than all Products ordered will constitute acceptance only as to those Products shipped. All consignment orders are subject to 3 month terms. Consignment orders are fulfilled by Seller with no required down payment by Purchaser.
3. Delivery, Acceptance and Returns. Seller will use commercially reasonable efforts to meet any delivery date specified in the Orders, but will not be liable for any failure to meet such dates. Unless otherwise specified in the Order, Seller will prepay freight and other shipping costs. All Products delivered to Purchaser will be deemed accepted within five (5) days of the date of shipment unless Purchaser provides Seller with written notice to Seller of its intent to reject the Products prior to the end of such five (5) day period. All fees and expenses, including packaging and shipment, of returned Products or any portion thereof will be at Purchaser's expense unless otherwise agreed to in writing by Seller and shipped by Purchaser F.O.B. Seller's place of business in Bellingham, Washington.
4. Prices and Taxes. Purchaser will pay the Seller on the first Tuesday of every month for the sold inventory from the prior month. The prices specified in the applicable Order or, if no price is specified in the Order, the price set forth in Seller's standard price list in effect on the date that the Order is accepted by Seller. Seller reserves the right to change prices at time of order based on the availability and pricing of materials included in the Products. All prices are in United States dollars, F.O.B. point of shipment, and do not include any sales, use or other taxes. Purchaser will pay or reimburse Seller for all shipping costs, taxes and other amounts payable to governmental authorities in connection with the applicable transactions, or will provide Seller with an exemption certificate satisfactory to Seller. Purchaser assumes all liability for shortage, loss, delay or damage of Products in transit. Purchaser agrees that it will keep the terms of sale, purchase price, and Tech Packs confidential and will not disclose the same to any third party without the prior written consent of Seller.

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5. **Consignment Payment Terms.** Unless otherwise stated in the invoice, the Purchaser will pay the amount set forth on Seller's invoice in United States dollars. All consignment terms Purchaser is obligated to review inventory and payout sold items on the first Tuesday of every month. Any wire or other fees associated with payment of invoices is the sole responsibility of Purchaser. Any amount not paid within such thirty (30) day period will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Further, Purchaser will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Seller to collect any amount not paid when due. Seller may accept any payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any payment, accompanying any payment or elsewhere will be construed as an accord or satisfaction.
6. **Terms of Consignment.** Consignment terms and conditions with Seller last three (3) months, whereas Purchaser is responsible for issuing payment the first Tuesday of each month for sold inventory to the seller. On the third month the Purchaser is either subject to buyout outstanding inventory AND OR ship back inventory. Shipping costs are paid by Purchaser. Any missing inventory not noted in Delivery, Acceptance, Returns (point 3.) must be paid for by Purchaser. At any point Seller has the right to request inventory back at any point within 3 month term.
7. **DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SELLER AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF PURCHASER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF SELLER; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT.**
8. **Excused Performance.** Seller will not be responsible for or be considered to be in breach of or default under this Agreement on account of any cause beyond Seller's reasonable control or not occasioned by Seller's fault or negligence (including, but not limited to, Seller's inability to procure materials, parts, equipment or services).
9. **LIMITATIONS OF LIABILITY. SELLER'S LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF SELLER) WITH REGARD TO ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER TO SELLER FOR THE SAME. FURTHER, SELLER WILL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT.**

10. Intellectual Property. Purchaser represents and warrants that it has obtained all necessary intellectual property rights in and to any artwork it provides to Seller under the Agreement (the "Artwork").
11. Indemnification. Purchaser will indemnify, defend, and hold Seller and its officers, directors, employees, contractors, affiliates, and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys' costs and fees) related to Purchaser's: (a) breach of any third party intellectual property or other proprietary right; (b) breach of any representation, warranty, covenant or obligation under this Agreement; (c) breach of any confidentiality obligation; or (d) negligent or willful acts or omissions. Seller may retain counsel of its choosing and participate in the defense or settlement of any claim at its sole expense. Purchaser will not settle any claim on Seller's behalf, or publicize the settlement, without indemnified party's prior written consent.
12. Credit Approval. All shipments of Products are subject to the approval of Seller's finance department, and if such approval is not obtained or is withdrawn at any time by Seller's finance department, Seller will have the right to cease performance of any future or existing Orders and withhold delivery of any such deliveries without any penalty or liability of any kind, and all fees for any outstanding Orders will be immediately due and payable by Purchaser.
13. Unenforceable Provision. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.
14. Nonwaiver. Any failure by Seller to insist upon or enforce performance by Purchaser of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of Seller's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.
15. Assignment. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives.
16. Governing Law; Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Whatcom County, Washington with respect to any claims, suits or proceedings arising out of or in connection with this Agreement.
17. Attorneys' Fees. In any litigation or other proceeding between the parties arising out of or in relation to this Agreement, the prevailing party will be awarded, in addition to any damages, injunctions or other relief, such party's costs and expenses, including but not limited to reasonable attorneys' fees and costs.
18. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Seller and Purchaser with regard to the Products. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.