



Sleep well tonight. Live better tomorrow.™

PURCHASE ORDER TERMS & CONDITIONS

1. **ACCEPTANCE.** The order acknowledgment by Ascion, LLC d/b/a Reverie (“Seller”) to its customer (“Purchaser”) named thereon (the “Acknowledgment”) constitutes Seller’s acceptance of Purchaser’s order (“Purchase Order”) for the Products and/or services specified in the Acknowledgment solely in accordance with the terms set forth in the Acknowledgment and these Terms and Conditions. Any terms and conditions proposed by Purchaser which are in addition to or which conflict with these Terms and Conditions are expressly rejected by Seller and shall be of no force or effect.

2. **PURCHASER OBJECTION.** Purchaser may object to any of the terms or conditions of the Acknowledgment that differ from any referenced Purchaser document by delivering to Seller written notice specifying the objection within five (5) business days after the date of the Acknowledgment. If Purchaser does not deliver any such objection within the time specified, Purchaser will be deemed to have accepted the Acknowledgment without qualification and the Acknowledgment shall be deemed to be binding between the parties.

3. **CANCELLATION.** After Purchaser’s acceptance of the Acknowledgment, Purchaser may not cancel the order for the Products specified in the Acknowledgment except upon terms that will fully compensate Seller against loss, including reasonable charges for administrative, supervisory and overhead expenses. Such cancellation may only occur prior to six weeks from the expected ship date of the Products specified in the Acknowledgment.

4. **PRICE AND DELIVERY.** All Products supplied hereunder shall be at the price (“Purchase Price”), payment terms and shipping terms (collectively, the “Purchase Terms”) agreed upon by the Purchaser and Seller in the Acknowledgment. In the event that either the shipping and/or payment terms are not stated in the Acknowledgment, all Products sold to Purchaser hereunder shall be subject to the following missing shipping and/or payment terms:

Shipping

- via Domestic (U.S.) shipping point: **Ex Works “EXW” Seller's facility**
- via International shipping point: **Free Carrier “FCA” via Seller’s chosen shipping point**

Payment Terms

- Reverie branded Products: 100% of Payment due upon completion of production
- Non-Reverie branded Products: 100% of Payment due upon Acknowledgment

For B2B customers, a fee of 2% shall apply for payments made by credit card using Visa or MasterCard and a 3% fee shall apply for payments made with an American Express. Late payments shall be subject to a 1% monthly fee.

5. **DEFAULT.** Upon the occurrence of a default, Seller may terminate this Purchase Order at any time upon five (5) days written notice without prejudice to any other rights or remedies it may have in law or equity. The term "default" as used herein means the occurrence of any of the following events: (i) the failure of Purchaser to punctually and properly perform any covenants, agreements or conditions contained herein; (ii) the insolvency of the Purchaser; (iii) the appointment of a receiver of the Purchaser; (iv) the adjudication of the Purchaser as a bankrupt; or (v) the reasonable belief by Seller that the prospect of performance by the Purchaser or any of Purchaser’s covenants, agreements and other duties hereunder is impaired. In the event of such termination, Seller shall be relieved of all further obligations hereunder.

6. **LIABILITY.** In no event shall the Seller of the Products be liable for any consequential, special, indirect, incidental, exemplary or punitive damages, including but not limited to, lost profits or revenues, even if made aware of the possibility of such damages.

7. **SEVERABILITY.** If any provision of these terms and conditions shall be determined by a court of competent jurisdiction to be invalid, illegal, or in any manner unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions.

8. **JURISDICTION.** Any action or proceeding arising out of or related to the Acknowledgment shall be instituted and litigated in any federal or state courts located in the State of Michigan. Purchaser hereby submits to the exclusive jurisdiction of courts located in the State of Michigan with respect to any action or proceeding arising out the Acknowledgment and Purchaser hereby waives any venue or other objection which it may have to any such action or proceeding being brought in any court located in the State of Michigan