

the same shall be picked up by the partnership within five (5) days, after which time, title thereto shall be deemed to have passed to the Partnership (otherwise title passes upon the same being picked up by the Partnership if prior to the five (5) days), and any loss incurred by way of theft, fire, breakages or other calamity shall be the loss of the Partnership.

(3) The partnership shall pay in accordance with the attached price list (Exhibit "A"), or any modification of same in accordance with the provisions hereof, the purchase price for such manufactured products within thirty (30) days, net, direct to Red Arrow at its principal place of business, on the West side of Old Buncombe Road, near Furman University, Greenville, South Carolina, said thirty (30) days shall commence to run from the expiration of five (5) days after notification of delivery of goods, and/or upon the same being picked up by the partnership whichever may first occur.

(4) Red Arrow, nor any of its employees, or servants shall exercise any control, and/or supervision over the sales business conducted by said partnership, and said partnership, nor any persons acting for or in its behalf shall have the right to presume to act as agent, and/or servant for Red Arrow, and likewise Red Arrow nor any of its agents and/or servants shall have the authority to act for or bind in any way the Partnership, but to the contrary such action or conduct is expressly prohibited by this agreement, and likewise, such conduct on the part of the partnership is expressly prohibited.

(5) The term of this agreement is for a period of ten (10) years from the date hereof with an option to renew the same agreement for an additional ten (10) year period, upon either party giving to the other a written notice, within thirty (30) days of the expiration of the original term, and thereafter, the same shall continue on a month to month basis in the absence of a further written agreement between the parties.

(6) Failure to pay promptly for goods delivered in