

SALES AGREEMENT FOR SENSENSWEATER™

This sales agreement ("Agreement") is made as of February 7, 2026, by and between SenSen, Inc., an Illinois-based apparel company, with a principal place of business at 5602 Alpine Springs Dr., Vernon Hills, Illinois ("Seller") and Recreational Equipment, Inc., a Washington corporation operating from headquarters at 1700 45th St E, Sumner, Washington ("Buyer"). Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller manufactures and sells the goods described below;

WHEREAS, Buyer desires to purchase such goods from Seller for resale in the ordinary course of business;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. DEFINITIONS

- (a) "Agreement" means this Sales Agreement, including all exhibits and schedules.
- (b) "Effective Date" means February 7, 2026.
- (c) "Goods" means the product(s) described in Section 2.
- (d) "Due Date" means sixty (60) calendar days of the date of receipt of Seller's invoice for Goods or upon receipt of the Goods covered by this Agreement, whichever last occurs.
- (e) "Purchase Price" means the amount set forth in Section 5.
- (f) "Shipping Point," means UPS facility located at 276 E Deerpath Rd, Lake Forest, IL 60045.
- (g) "Preferred Carrier," and "Carrier" mean UPS.

2. GOODS; DESCRIPTION

Seller agrees to sell, and Buyer agrees to purchase, the following goods ("Goods"):

Product Name: SenSenSweater™

Description: Unisex SenSenSweater™/Pullover Sensory Sensitive Long-Sleeved Crewneck

Technical Specifications:

- **Material Composition:** 40% unicorn hair, 40% high-altitude Everest spider silk, 20% Jupiter-Callisto cotton™
- **Color/Dye Lot:** Single dye lot to ensure color uniformity. Cerulean Blue; dye composition 100% Tears of Medusa
- **Weight:** fabric weight 70-85 gsm
- **Quality Standards:** No more than 1% pilling after 5,000 cycles (ASTM D3512 testing). All goods delivered under this Agreement must meet or exceed an AQL of 1.5.
- **Sizing:** SenSized™ (adaptable one size fits all; automatic sizing upon each wear, SenSized™ process patent pending)

Quantity: One thousand, two hundred and fifty (1,250) units

3. INTELLECTUAL PROPERTY PROTECTION

Buyer acknowledges and agrees that Seller (or its licensors) retains all right, title, and interest in and to the SenSenSweater™ and SenSized™ technologies, including all associated patents, trademarks, and trade secrets, as well as the proprietary material compositions of the Goods. The sale of the Goods under this Agreement constitutes a transfer of physical property only and does not grant or transfer to Buyer any license, ownership, or interest in Seller's Intellectual Property, except for the limited right to resell the finished Goods in the ordinary course of business. Accordingly, Buyer is strictly prohibited from reverse-engineering, decompiling, or performing chemical or other analyses on the physical composition of the Goods. Furthermore, Buyer shall not attempt to replicate the SenSized™ automatic sizing process nor remove, alter, or obscure any proprietary markings or "patent pending" notices affixed to the Goods by the Seller.

4. DELIVERY; RISK OF LOSS; TITLE

4.1 Delivery

Seller shall deliver the Goods to Buyer's preferred carrier on or before April 4, 2026.

4.2 Risk of Loss: F.O.B. Shipping Point

Risk of loss or damage to the Goods shall pass to the Buyer upon the Seller's delivery of the goods to the Buyer's preferred carrier for shipment. The Seller shall not be responsible for any loss, damage, or delay occurring after the goods have been delivered to the carrier. The Buyer shall be responsible for obtaining any necessary insurance coverage for the goods in transit.

4.3 Shipping: Freight Terms

Seller shall suitably pack, mark, and ship the Goods in accordance with instructions from Buyer and the requirements of common carriers so as to secure the lowest transportation cost and to prevent damage to the Goods while in transit. Seller shall be liable for any increased shipping charges or damage to the Goods due to its failure to comply therewith.

4.4 Title

Title to the Goods shall pass to Buyer upon Seller's delivery of Goods to carrier.

5. PURCHASE PRICE; PAYMENT TERMS

5.1 Purchase Price

The Buyer shall pay the Seller a total purchase price of Eighty-three thousand, seven hundred and fifty U.S. dollars and no/100 (\$83,750.00) for the Goods. This total is calculated based on a

unit price of sixty-seven U.S. dollars and no/100 (\$67.00) per sweater for a total quantity of one thousand, two hundred and fifty (1,250) units. The Purchase price is exclusive of all shipping, freight, and insurance costs, which shall be the sole responsibility of the Buyer.

5.2 Payment Terms

The Buyer shall pay the Seller within sixty (60) calendar days of the date of receipt of Seller's invoice for Goods or upon receipt of the Goods covered by this Agreement, whichever last occurs. Payment shall be made in U.S. Dollars via ACH transfer to the account designated on Seller's corresponding invoice. Any undisputed amount not paid by the Due Date shall accrue interest at a rate of one and one-half percent (1.5%) per month until paid in full.

6. WARRANTIES

6.1 Limited Express Warranties

Seller warrants that the Goods shall:

- (a) conform to the description set forth in this Agreement;
- (b) be new and merchantable; and
- (c) be free from material defects in workmanship and materials for a period of twelve (12) months from date of receipt at Destination.

6.2 DISCLAIMER OF IMPLIED WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY LAW.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES.

8. TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and continue for twelve (12) months, unless earlier terminated.

8.2 Termination for Breach

Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party materially breaches and fails to cure.

8.3 Insolvency

Either Party may terminate upon the other Party's insolvency, bankruptcy, or appointment of a receiver.

9. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance (except payment obligations) due to events beyond reasonable control, including acts of God, natural disasters, fire, flood, earthquake, explosion, war, terrorism, government actions or restrictions, labor disputes, pandemics, supply chain disruptions, port congestion, embargoes, or transportation failures beyond the Parties' control (each a 'Force Majeure Event').

If such event occurs, the affected party shall provide written notice to the other party as soon as practicable, specifying the nature of the event, its expected duration, and the steps being taken to mitigate its impact. The affected party's obligations shall be suspended for the duration of the Force Majeure Event, provided that it makes reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than sixty (60) days, either Party may terminate this Agreement without liability by providing written notice to the other party. Such termination shall not affect any rights or obligations accrued prior to the Force Majeure Event.

10. COSTS OF COLLECTION

Buyer shall be responsible for reasonable costs of collection, including court costs and attorney's fees, as permitted under Illinois law, in the event of Buyer's default. In the event litigation is initiated to enforce this provision, Section 11.2 herein shall govern the recovery of attorney's fees and costs.

11. DISPUTE RESOLUTION; ATTORNEY'S FEES

11.1 Dispute Resolution

If a dispute or claim arises under this Agreement that Parties are unable to resolve, a Party will notify the other Party of the dispute in writing with as much detail as possible. Buyer and Seller senior business representatives with full authority to resolve the dispute will use good faith efforts to resolve the dispute within ten (10) business days after receipt of a dispute notice. If the parties' senior business representatives are unable to resolve the dispute or agree on the appropriate corrective action to be taken, within the ten (10) business days, then either party may pursue any course of action available to it under the law. Pending resolution of the dispute, both parties will continue to perform their respective undisputed responsibilities under this Agreement.

11.2 Attorney's Fees

In any suit or action brought to enforce the Agreement, or to obtain an adjudication, declaratory or otherwise, of rights or obligations thereunder, or in the examination or determination of its rights (whether or not suit is filed or other action brought), the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in such suit or action.

12. GOVERNING LAW; VENUE

This agreement shall be governed by and construed under the laws of the State of Illinois and the venue for any dispute arising under this agreement shall be the 19th Judicial Circuit Court, located at 18 N. County St., Waukegan, IL, 60085.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

13.2 Amendments

Any amendment to this Agreement must be in writing and signed by both Parties.

13.3 Severability

If any provision of this Agreement is unenforceable, the remaining provisions shall remain in full force and effect.

14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By: _____

Print Name: _____

Title: _____

Date: _____

