

## HARRY WINSTON

08.11.2013/MEY

## MASTER MANUFACTURING AGREEMENT

This Master Manufacturing Agreement (the "**Agreement**") is made as of the 2<sup>nd</sup> day of December, 2013 between Harry Winston Inc. of 718 Fifth Avenue, New York, New York 10019 USA ("**Purchaser**") and [REDACTED] 5<sup>th</sup> Street, 14<sup>th</sup> Floor New York, NY 10036 ("**Vendor**")

**(I) DEFINITIONS**

This Agreement governs the purchase by Purchaser from Vendor of the Finished Goods and Services, as hereinafter defined, in accordance with the issuance from time to time by Purchaser to Vendor of one or more Work Orders, as hereinafter defined. Purchaser rejects any additional or inconsistent terms and conditions offered by Vendor at any time irrespective of Purchaser's acceptance of or payment for Vendor's Finished Goods or Services. The Agreement constitutes the entire agreement between the parties and no change to or modification of this Agreement shall be binding upon Purchaser unless signed by two authorized signatories of Purchaser.

"**Finished Goods**" shall mean the jewelry or jewelry designs manufactured or created by Vendor for Purchaser, including the setting of Gemstones in accordance with the terms of the Work Order.

"**Gemstones**" shall mean diamonds or other loose gemstones provided by Purchaser to Vendor to perform the Services, as hereinafter defined.

**(II) SERVICES**

(a) Vendor shall perform the services (the "**Services**") set out in each purchase order or work order issued by Purchaser (collectively a "**Work Order**") within the time period set out in the Work Order. From time to time, Purchaser may issue change orders to Work Orders and Purchaser and Vendor may agree on additional Services to be performed by Vendor. The specifics of such change orders or additional Services shall be set out in writing in additional documents, each identified by the term change order, the change order number, a reference to the Work Order number which is being changed and the date of issue. The parties agree that the terms and conditions of this Agreement will apply to each Work Order (even if not specifically stated therein) unless the parties agree otherwise in writing.

(b) Vendor shall not subcontract any work set out in a Work Order without the prior written consent of Purchaser, which consent may require, among other things, an inspection of the subcontractor's premises. Each change in a subcontractor shall require Purchaser's prior written consent.

(c) Notwithstanding that Purchaser may have consented to Vendor entering into a subcontract(s), Vendor shall remain responsible for and shall indemnify and hold harmless Purchaser from and against all costs (including legal fees and disbursements), loss, liability, and damage, incurred or suffered by Purchaser relating to, in connection with or as a result of any