5. LICENSEE agrees not to use any of said trademarks for any purpose other than on or in connection with the supply of said line of products to NAPA Distribution Centers. LICENSOR reserves the right to inspect and test each product manufactured, supplied and/or sold by LICENSEE on which and in connection with which said trademarks are used to insure and maintain the quality and standards of each such product and proper use of such trademarks. LICENSOR further reserves the right of access to any manufacturing and/or packaging operations of LICENSEE for observation thereof upon reasonable notice to and approval by LICENSEE. From time to time or upon any reasonable request from LICENSOR or its designee, LICENSEE shall furnish samples of such products for inspection and testing, as well as samples of the packages of such products for inspection, to LICENSOR or its designee to facilitate the foregoing rights.

6. Without written consent from LICENSOR, LICENSEE shall not sell, assign or in any way transfer this agreement or any rights thereunder to any person, firm, partnership or corporation, nor does LICENSEE have the right to grant any sublicense hereunder.

7. LICENSOR reserves the right to sell, assign or transfer all or any of its rights under this agreement, and all or any of its rights in, to and under said trademarks and any registrations thereof.

8. If LICENSEE shall, for any reason whatsoever, cease to do business or become incapable of manufacturing or supplying any of said line of products, then this agreement and the license granted hereby shall become null and void as of the date of such incapacity.

9. The rights and powers hereby granted to LICENSEE are those of a LICENSEE only. Nothing herein contained shall be so construed as constituting LICENSEE a general agent or as authorizing LICENSEE to incur financial obligations in the name of LICENSOR; and it is specifically understood and agreed that under no circumstances shall any power granted, or which may be deemed to be granted, to LICENSEE, be deemed to be coupled with an interest. Nothing herein shall be so construed as to constitute the relationship hereby created by joint venture or a partnership between LICENSOR and LICENSEE.