

TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT:** This purchase order, together with any documents expressly incorporated herein by reference, constitutes the entire agreement between the parties. No modification of or addition to this purchase order shall be affected by any acknowledgment form or other documents submitted by Seller containing additional or different terms or conditions. Neither party shall claim any modification, amendment, or release from any of the terms or conditions contained herein except by mutual agreement to that effect, signed by Seller and authorized representative of Toyo Ink America, LLC. (hereby "TIA").
2. **TAXES:** Unless expressly provided on the reverse side hereof, all taxes on the production, delivery, or sale of the product shall be paid by Seller.
3. **LOWER COMPETITIVE PRICE:** If TIA determines that a product of comparable quantity and quality is available at a lower price than provided herein, TIA shall notify Seller of such lower price prior to shipment and Seller shall then elect to supply the product at such lower price or permit TIA purchase the product elsewhere. The quantity so purchased shall be deducted from this agreement. If Seller's price for the product to any customer in the applicable market area falls below the price herein, TIA shall receive the benefit of such lower price.
4. **FORCE MAJEURE:** Neither party shall be liable for failure to delay in the shipment of acceptance of the product if prevented by the occurrence of a contingency the nonoccurrence of which was a basic assumption on which this agreement was made or by compliance in good faith with any applicable governmental regulation, whether valid or invalid. In such an event, TIA may require Seller to allocate his available supply of product to TIA on a nondiscriminatory basis with other customers of Seller. At the option of TIA any quantity not shipped as scheduled shall be deducted from the total quantity purchased by TIA or rescheduled for late delivery
5. **WARRANTY:** Seller warrants that the product will be merchantable, be free from all defects of material and workmanship and conform to the description that Seller will convey good title hereto; that the product will be delivered free from any security interest or other lien or encumbrance. If the product is made according to Seller's design, Seller warrants that the product will be fit for the purpose intended by TIA. Seller shall be liable for all damages resulting from a breach of any of the warranties or any other term or condition of this agreement, including TIA owned material which are on Seller's premises for further processing or storage.
6. **PATENTS:** Seller shall indemnify and save TIA harmless from any liability, loss, damage, judgment or including costs and expense, arising out of any claims or suits for infringement of patents purporting to cover the product for its normal intended use. Seller shall at its own expense defend TIA in such claims or suits provided TIA shall give Seller prompt notice in writing of such claims or suits and shall supply at Seller's expense all needed information,
7. **INSPECTION:** This product is subject to TIA's inspection and approval within a reasonable time after delivery, TIA, without prejudice to any other rights or remedies shall have the right to reject defective product and, at Seller's expense, return it to Seller or dispose of it according to Seller's instructions.
8. **COMPLIANCE WITH LAWS:** Seller shall comply with all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the product. Seller certifies that the product is produced in compliance with Fair Labor Standards Act of 1938, the President's Executive Order 11246, Section 202, relating to Equal Employment Opportunity Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Viet Nam Era Veterans Readjustment Assistance Act and with the Williams-Steiger Occupational Safety and Health Act of 1970, and all regulations and amendments to any of these laws.
9. **APPLICABLE LAW:** This agreement shall be interpreted and governed according to the laws of the State of Illinois.

TOYO INK AMERICA, LLC TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by Toyo Ink America, LLC ("Seller") to the buyer of the Goods ("Buyer"). Collectively Buyer and Seller are referred to as the "Parties" and individually as "Party."

1. **APPLICABILITY:** These Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the sale of the Goods. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods ("Master Agreement"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.
2. **DELIVERY:** The goods will be delivered within a reasonable time after the receipt of Buyer's oral or written purchase order, subject to availability of the Goods. Delivery dates given by Seller are estimates only and are subject to shipping variations and requirements. Seller shall not be liable for any delays, loss, or damage in transit. Seller shall deliver the Goods in accordance with the agreement of the Parties.
3. **BUYER'S INSPECTION AND TESTING-**Before using the Goods, Buyer shall inspect and test the Goods within seven (7) days of receiving the Goods and before Buyer uses the Goods in any manufacturing or other process to confirm that the Goods are conforming to the agreed upon specifications. Seller shall have no liability to buyer if Buyer fails to inspect and test the Goods prior to using the Goods in any manufacturing or other process. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and Buyer provides Seller with a written detailed description of deficiencies in and samples of the Goods. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in the Order Confirmation; or (ii) product's label or packaging incorrectly identifies its contents; or (iii) the Goods do not conform to the agreed upon specifications.
4. **REMEDIES IN THE EVENT OF RECEIPT OF NON-CONFORMING GOODS:** If Buyer timely notifies Seller of any Nonconforming Goods as set forth above, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility that Seller designates. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for Nonconforming Goods. Except as provided herein, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
5. **SHIPPING:** The Parties will agree upon the method of shipping and responsibility for shipping costs. All shipments are shipped F.O.B., point of shipping. All shipping charges are collected and all claims for damage or loss in transit must be made by you direct to the carrier. Seller will not be liable for any damages to the Goods after the Goods or placed for shipping or any loss in transit.
6. **WARRANTIES AND LIMITATION OF LIABILITY:** Seller warrants that: the products sold under this Agreement will conform to any mutually agreed upon specifications and will comply with all applicable laws, rules, and regulations applicable to their manufacture and usage. Seller also warrants good title and workmanship, free from material defects and encumbrances, provided that Buyer complies with any industry standard handling, usage, and storage customs upon taking possession. The warranties mentioned herein constitute the sole warranties offered and all others EXPRESS or IMPLIED, ARE HEREBY REVOKED.

Buyer shall report all complaints alleging breach of warranty arising from any of the Products to Seller as soon as possible, but in no event later than fourteen (14) calendar days after the date upon which Buyer learns of the complaint.

Seller is not liable TO THE BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) RESULTING FROM OR RELATING TO THE CONTRACT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR THEORY OF STRICT LIABILITY EVEN IF THE OTHER PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, DAMAGES SHALL BE LIMITED TO THAT AMOUNT THAT BUYER HAS PAID TO SELLER FOR SUCH PRODUCTS FOR WHICH BUYER CLAIMS SELLER BREACHED ITS WARRANTIES.

7. ADVICE: Any technical advice furnished you before or after delivery in regard to your processes or equipment or the use of said goods which is furnished without charge is furnished on the basis that it represents our best judgment under the circumstances but that it is used at Buyer's sole risk and Seller assumes no responsibility or liability for any such technical advice Seller may provide.

8. PAYMENT TERMS AND OFFSETS: Seller will issue an invoice for each order for the price of the Goods purchased by Buyer. Buyer shall pay Seller's invoice within thirty (30) days of the invoice date unless the Parties have agreed to another period for payment. If payment is overdue, Seller may charge Buyer interest at rate of 1.5% per month. If payment is overdue, Seller may: (a) suspend or cancel the delivery of the Products, and/or (b) refuse to accept any subsequent orders from Buyer. If Seller is required to initiate litigation and Seller prevails in such litigation, Buyer shall pay Seller's reasonable attorneys' fees and costs incurred to recover amounts owed by Buyer to Seller.

The amount of a payment the Buyer is obligated to make to the Seller pursuant to this Agreement or any Accepted Purchase Order may not be unilaterally reduced by the Buyer by offset by reason of any amount the Seller may at the time owe the Buyer (pursuant to this Agreement or otherwise).

9. RETURNS: No claims will be recognized in regard to goods disposed or returned without our consent. ALL RETURNS REQUIRE AN RETURNED GOODS AUTHORIZATION AND ARE SUBJECT TO A 20% RESTOCKING FEE.

10. OVERAGES and UNDERAGES- Overages and underages shall be in accordance with current price lists.

11. PRINTING: You agree to hold us and our distributors harmless from and indemnify us against costs, loss, or damage, including indirect, consequential or penal damages, resulting from claims arising out of anything printed on such goods, including claims arising out of the of the UPC symbol and any claim of trademark or copyright infringement excluding our trademarks or copyrights.

12. PRICES: The goods identified on the invoice of may be billed at the price in effect on the date of shipment.

13. TAXES: You will pay or reimburse us for all taxes, excises, or other charges which we may be required to pay to any government (national, state, or local) upon, or measured by the production, storage, sale, transportation and/or use the goods identified on the invoice.

14. FORCE MAJEURE. If a Party's part or full performance of is prevented or otherwise impaired by reason any force majeure which is beyond the reasonable control of the Party affected, including if the manufacturer of the Products fails to make timely delivery to Seller through no fault of the Seller, that Party, shall, upon giving reasonable written notice to the other Party, be excused from such performance to the extent of force majeure event, provided the Party so affected shall use its best efforts to avoid or remove such causes of non- performance and shall promptly continue performance whenever such causes are removed.

15. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement benefits solely the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. MISCELLANEOUS: Our contract in regard to goods identified in the Order consists in its entirety of the terms and conditions appearing on the invoice excluding all usages of trade and all terms and conditions delivered with or concerning your order. No changes or additions to this contract shall be of any effect unless contained in writing signed by the party claimed to be bound thereby, no changes or additions shall be affected by the return to you, signed or unsigned, of tear-off or other forms attached to or accompanying your order which you require us to return. No written or oral understandings, representations or warranties predating the Order shall be of any effect, nor shall any written or oral communication to you pre-dating the full execution of the Order be deemed an acceptance of your order or to impose contractual obligations on us.

18. GOVERNING LAW AND JURISDICTION; The laws of the State of Illinois govern all interpretation and effect hereof without regard to any conflicts of laws rules. Any action related to the Order, its or breach, or products or services provided hereunder shall be filed and prosecuted only in the Circuit Court of DuPage County, Illinois, or the U.S. District Court for the Northern District of Illinois. Seller shall be entitled to recover its expenses of collection, including reasonable attorney's fees, in any action to enforce this agreement. This contract is not assignable or transferable voluntarily or by operation of law.