



Terms & Conditions of Sale

1. Except as may otherwise be specifically provided by separate written agreement signed by Seller, the details of this Order as written on the face hereof to the extent not inconsistent or in conflict with the terms and conditions set forth below (which shall prevail over any inconsistent or conflicting details on the face hereof) constitute the entire agreement between Buyer and Seller. Buyer expressly assents and agrees hereto, and no other terms or conditions contained within Buyer's Order shall be of any force or effect by acceptance or acknowledgment of Buyer's Order; all such other terms and conditions being hereby expressly rejected by Seller. This Order may not be canceled or modified by Buyer, in whole or in part, after acceptance by Seller, without consent by Seller.
2. Seller's obligations to furnish, procure and/or provide artwork, cylinders, designs, printing plates or other preparatory work necessary to initiate and produce this Order are an independent part of this Agreement, and all charges for such services shall be separately invoiced to and paid for by Buyer. All artwork, cylinders, designs, printing plates and other items with respect to which such charges relate shall be and remain the property of Seller. No charge is being made for any technical advice furnished by Seller and Seller assumes no obligation, liability or penalty with respect thereto including without limitation for the results obtained or conclusions reached, all such advice being accepted at Buyer's risk. Where materials are specified by supplier designation, Seller reserves the right to substitute substantially equivalent materials by other suppliers. Seller reserves the right to imprint its trademark in a suitable inconspicuous location on any goods furnished by it.
3. Buyer shall indemnify, defend and hold harmless Seller (and its officers, directors, employees, agents, successors and assigns) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Seller or awarded against Seller resulting from any third party claim based upon or arising out of in any way Buyer's product, labeling or packaging designs, specifications, instructions or wording including without limitation any claim of unfair competition or infringement of patents, trademarks or copyrights, or other intellectual property rights and any claim of violation of any advertising or labeling requirements under applicable statutes, regulations, ordinances or other law. Buyer shall provide such indemnification notwithstanding



that Seller may have been consulted regarding, or performed artwork or other special services in connection with, any product, labeling or packaging designs or specifications or instructions or wording.

4. Seller will issue invoices to Buyer as of date of shipment of any goods covered by this Order for the purchase price and all related charges allocable to the goods shipped. If Buyer fails to pay any invoice when due or fails to accept any shipment as scheduled, Seller may, without prejudice to other remedies and without any liability or penalty to Seller, either defer further shipments until the default is corrected or cancel any unfilled portion of this Order or any or all other orders. Seller may revoke or modify terms of credit and may require cash before shipment without liability or penalty to Seller. All payments shall be made in U.S. Dollars without any debit, recoupment, offset or withholding against or from any such payment by Buyer. Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Credit card payments will include an additional processing fee of 3%.

5. Seller reserves the right to adjust prices specified herein to conform to Seller's price schedule at time of shipment. In addition to prices specified herein, Buyer shall pay, or reimburse the Seller for, the amount of any and all itemized shipping charges and insurance costs, taxes, duties, tariffs, or other charges now or hereafter imposed, by any federal, state, local or foreign governmental authority upon the sale, manufacture, production, transportation, use or price of any of the goods sold or services provided (other than any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts or employees).

6. Seller reserves the right to ship and invoice certain over runs at the price rate of the quantity specified in the quotation and any under runs within the same range shall likewise be deemed as constituting the complete fulfillment of such orders. Said overruns or under runs shall not exceed the following:

50,000 MSI and over	10%
25,000 MSI – 49,999 MSI	15%
5,000 – 24,999 MSI	20%
2,500 – 4,999 MSI	30%

MSI = Thousand Square Inches



7. All goods are sold FCA ready for loading Seller's facility in Menomonee Falls, WI (Incoterms 2020) (the "Delivery Point"); provided, that, unless expressly agreed to by Seller and Buyer in writing, Seller shall (i) select the method of delivery of, and the carrier for, all deliveries (lowest freight rate applicable at time of delivery to be allowed), and be responsible for freight costs of deliveries weighing at least 2,000 pounds (for deliveries destined beyond continental limits of USA, Seller will cover freight costs only to port of export). Seller may, in its sole discretion, without liability or penalty, make partial deliveries to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for the goods delivered whether such delivery is in whole or partial fulfillment of this Order. Delivery shall occur, and title and risk of loss shall pass to Buyer, upon Seller's tender of the goods at the Delivery Point. It is Buyer's responsibility to promptly inspect all deliveries and to note any damage on the bill of lading. Any damage or alleged defect must be reported by Buyer to Seller within 30 days after delivery to the Delivery Point. Buyer will be deemed to have accepted goods delivered unless Buyer rejects such goods and notifies Seller of damage or defect not later than on the 30th day after delivery of such goods to the Delivery Point and furnishes such written evidence or other documentation as reasonably required by Seller.

8. Seller expressly warrants that when tendered to the Delivery Point the goods will conform in all material respects to the specifications attached hereto (or such other specifications that Seller and Buyer expressly agree to in writing). In the event of any alleged breach of this warranty, Buyer shall immediately notify Seller. In the event of a breach of this warranty, Seller's exclusive obligation and Buyer's exclusive remedy is for Seller, at its option, to re-work, replace or issue a credit for the value of, any goods which Seller, in its discretion, determines fail to conform to this warranty. If, for any reason, this warranty fails of its essential purpose, Seller's liability for damages shall not exceed the purchase price of the goods proven to be defective. THE WARRANTY AND REMEDY PROVIDED IN THIS SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESSED OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, ENHANCED, SPECULATIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND LOST REVENUES EVEN IF SELLER HAD NOTICE OF THE SAME, ALL OF WHICH OTHER WARRANTIES AND REMEDIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Buyer shall determine the suitability of the material for its intended use and Buyer assumes all risk and liability in connection therein. The limited



warranty set forth herein will not apply to any goods that have been subjected to abuse, misuse, neglect, negligence, accident, improper handling or storage (including without limitation any storage not in accordance with Seller's instructions or shipping label), abnormal physical stress or environmental conditions, or use contrary to any instructions issued by Seller, have been repaired or altered by any person or entity other than Seller, or have been used other than for their intended use.

9. Seller will not accept goods returned without its express written authorization, and no claims shall be allowed later than one year from the actual date of delivery to the Delivery Point of the goods at issue. If goods are stored at Buyer's request beyond the first shipment or have ready date specified in the Order Acknowledgment, such one-year period shall begin on the first day of such storage.

10. Fires, floods, other acts of God, strikes, work stoppages/labor shortages, accidents, explosions, transportation embargos or delays, failure or shortages of goods or machinery ordinarily used by Seller for manufacture of the goods specified, acts, regulations or priorities of the federal, state or local government and agencies, government contracts or shipments by Seller to other buyers to fulfill government contracts, war, hostilities, terrorist threats, national emergencies, epidemics or pandemics, civil unrest, or any other causes beyond the control of Seller shall excuse the delay, reduction, suspension or failure in making shipments hereunder. In the event of any such event Seller may, at its option, cancel this Order or the portion thereof as to which such failure or delay shall apply or make delivery within a reasonable time after resolution of the delay and may also, at its option, extend the times for all subsequent deliveries by the duration of the delay.

11. Buyer and Seller's agreement, including these Terms & Conditions, shall be governed by Wisconsin law without reference to conflict of laws principals. Any disputes relating to or arising out of the sale of the goods, this Order, these Terms & Conditions, or any other terms alleged to apply to the sale of the goods, shall be resolved through binding and confidential arbitration. The venue for such arbitration shall be Wisconsin. The arbitration shall be governed by the American Arbitration Association's Commercial Arbitration Rules (the "AAA Rules") and the Wisconsin Rules of Civil Procedure to the extent not in conflict with the AAA Rules. Buyer and Seller expressly disclaim the applicability of any international laws such as the UN Convention on Contracts for the International Sale of Goods.



12. Whenever possible, each term herein shall be interpreted in such manner as to be effective and valid under applicable law, but if any term is held to be prohibited, unenforceable, or invalid, such term shall be ineffective only to the extent of such prohibition, unenforceability, or invalidity, without invalidating the remainder of the provision in which the term appears or any other terms.

13. Buyer may not assign its rights or obligations under the Order without Seller's prior written consent. Seller may assign such rights and obligations in whole or in part, including without limitation to its affiliates, suppliers or subcontractors. Subject to the foregoing, the Order will inure to the benefit of, and be binding upon, the parties' successors and assigns.

14. Buyer acknowledges that all Confidential Information (as defined below) which may be disclosed to it by Seller or its affiliates or suppliers will at all times remain the exclusive property of Seller or its affiliates or suppliers and that Buyer will not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller or its affiliates or suppliers to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's or its affiliates' or suppliers' products, technology, inventions, formulas, methods, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which (a) was already part of the public domain at the time of the disclosure by Seller or its affiliates or suppliers; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller or its affiliates or suppliers and was not acquired, directly or indirectly, from Seller, its affiliates or suppliers or from a third party who was under a continuing obligation of confidence to Seller or its affiliates or suppliers; or (d) is received (after the disclosure by Seller or its affiliates or suppliers) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller or its affiliates or suppliers under a continuing obligation of confidence. Except as necessary to perform its duties under this Order, Buyer will not use or disclose any of such Confidential Information and will protect it using at least the same degree of care given to its own confidential information and in no event less than a reasonable degree of care. Upon completion of the Order, Buyer will, within 15 days, either surrender to Seller or destroy all documents and other tangible materials, including all copies thereof, relating to Confidential Information. Nothing in this Contract will be construed to



limit or negate the common or statutory law of torts or trade secrets where it provides Seller, its affiliates or suppliers with broader protection than that provided herein.

Glenroy, Inc. | W158 N9332 Nor-X-Way Ave. Menomonee Falls, WI 53051 | Phone: 800.824.1482

Fax: 262.255.4260 | www.glenroy.com