

CENVEO TERMS AND CONDITIONS OF SALE

This transaction for the sale of goods and/or services (collectively, the "Product") to buyer ("Customer") is governed by Cenvéo Worldwide Limited's (including its affiliates, "Cenvéo") Standard Terms and Conditions ("Terms"), notwithstanding any provisions submitted by Customer in Customer's Purchase Order or other request (each an "Order"). Acceptance of Customer's Order is expressly conditioned on Customer's consent to these Terms. Further, Cenvéo specifically rejects any different or additional terms and conditions in the Order, and neither Cenvéo's performance, or receipt and acceptance of payment, shall constitute an acceptance by Cenvéo of any such different or additional terms and conditions. In the event there is a written agreement negotiated and signed by Customer and Cenvéo that conflicts with the Terms set forth below, the terms of the written agreement shall control for such specific provisions in conflict.

1. **PRODUCT; SPECIFICATIONS.** Customer agrees to purchase such Product in accordance with these Terms. Cenvéo shall submit an invoice upon shipment of the Product to Customer. Cenvéo shall have the sole right to choose the suppliers from whom it purchases supplies and materials to be used in the performance of the Product provided for hereunder. Where applicable, exact duplication of colors of ink, paper and other materials is not guaranteed, but reasonable effort will be made to conform to the specifications provided by Customer. Unless otherwise specified, colors of ink used shall be Cenvéo's regular standard colors. Any change(s) Customer requests Cenvéo to make that differ from or is in addition to the original specifications is an alteration. Charges for such alteration(s) shall be billed to Customer at Cenvéo's customary rates. Cenvéo reserves the right to refuse to print any matter which, in its judgment, is unlawful, improper or in any way prejudicial to its interests.

2. **TERMS OF PAYMENT; INVOICE DISPUTES; INSOLVENCY.** Subject to credit approval, payment shall be net cash thirty (30) days from the invoice date. Past due invoices are subject to an interest charge of one and one-half percent (1 ½ %) per month (18% per annum), or the highest permissible rate under the applicable law, whichever is less. Terms of payment shall be subject to change by Cenvéo, up to and including the requirement of cash with the Order. Unless otherwise agreed in writing between Cenvéo and Customer, payment is due in United States dollars. Cenvéo's acceptance of partial payment shall not constitute a waiver of Cenvéo's right to full payment.

Notwithstanding the foregoing, if at any time and for any reason the financial responsibility of Customer shall become unsatisfactory to Cenvéo, in Cenvéo's sole discretion, then Cenvéo may require cash or satisfactory security on subsequent shipments or deliveries without impairing the obligation of Customer to take and pay for the quantity of Product ordered.

3. **CANCELLATION.** Cenvéo may suspend or cancel any current or future Order for failure of Customer to comply with the provisions of these Terms or the Order, as applicable, or for failure to pay as agreed, provided such breach is not cured within thirty (30) days (or five (5) days for failure to pay as agreed), after written notice of such breach is provided to Customer. Notwithstanding the foregoing, Customer shall compensate Cenvéo for any and all loss, including, without limitation, any invoiced amounts, finished goods, work-in-process, packaging, and the cost of any specially ordered materials and an amount for normal overhead and profit.

4. **DELIVERY; TITLE.** Unless otherwise specified in writing, the price quoted is F.O.B. shipping point. Title to the finished Product shall pass to Customer upon the earlier of delivery of the finished Product to a common or contract carrier or to the U.S. Postal Service, F.O.B. Cenvéo's facility, or the payment of invoices for the finished Product.

5. **ACCEPTANCE AND WAIVER OF CLAIMS.** Customer shall accept delivery of the Product if the delivery complies in all material respects with the specifications. All finished Product shall be deemed accepted by Customer within ten (10) days of delivery. All claims for alleged defects, damages, or shortages in the finished Product shall be deemed irrevocably waived unless Customer makes such claim in writing, along with samples demonstrating the complaint, within ten (10) days after delivery of the finished Product.

6. **EXCLUSION AND LIMITATION OF WARRANTIES.** CENVEO WARRANTS GOOD AND MARKETABLE TITLE TO THE PRODUCT, THAT THE FINISHED PRODUCT SHALL MEET THE SPECIFICATIONS CONTAINED IN THE ORDER AS ACCEPTED BY CENVEO AND SUBJECT TO INDUSTRY STANDARDS. THIS WARRANTY EXTENDS ONLY TO THE CUSTOMER, AND IN NO EVENT SHALL CENVEO BE LIABLE TO ANY PERSON DESIGNATED AS A THIRD-PARTY BENEFICIARY OF THIS WARRANTY OR ANY OTHER WARRANTY HELD TO SURVIVE CENVEO'S DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE MADE OR GIVEN. IN PARTICULAR, CENVEO HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY QUALITY, OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC, OR OTHERWISE, AND WHETHER SUCH IMPLIED WARRANTY IS IMPLIED BY LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE..

7. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION APPLICABLE TO THIS TRANSACTION, IN NO EVENT SHALL CENVEO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS ADVERTISING, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRANSACTION OR THE WORK FURNISHED UNDER THESE TERMS, EVEN IF CENVEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENVEO'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS TRANSACTION, AND CUSTOMER'S REMEDY THEREFORE, SHALL BE LIMITED TO AN AMOUNT NOT GREATER THAN CENVEO'S PRICE TO CUSTOMER FOR THE AFFECTED PRODUCT, OR REPLACEMENT OF ANY NONCONFORMING PRODUCT WHICH IS THE SUBJECT OF CUSTOMER'S CLAIM, AT THE OPTION OF CENVEO.

8. **FORCE MAJEURE.** Cenvéo shall have no liability for delays in the performance, or nonperformance, of this Product occasioned by causes beyond the reasonable control of Cenvéo, including, without limitation, acts of God, war, terrorist events, labor disputes, fires, inability to obtain materials or shipping space, equipment breakdown, delays of carriers or suppliers and governmental acts and regulations. In such event, Cenvéo may also cancel, or suspend for a reasonable period of time, any Order due to such force majeure event and, in its sole discretion, allocate its available resources, materials and goods among its customers and for its use in such manner as Cenvéo may consider fair and equitable without liability to Customer for failure to deliver any Product to Customer.

9. **SPECIALY ORDERED PAPER OR MATERIALS.** If Cenveo purchases paper or other specialty materials, including without limitation packaging, for a specific Customer or job, and such paper or materials are not used within forty-five (45) days of the receipt of the paper or materials by Cenveo, Cenveo may invoice the Customer for such paper or materials.

10. **LIEN ON CUSTOMER PROPERTY.** As security for payment of any sums due or to become due under these Terms, or any other agreement between Cenveo and Customer, Customer hereby grants to Cenveo a security interest in, a lien upon and the right to retain possession of, sell or use in any way all materials, paper and any other property owned by Customer and in Cenveo's possession and all work-in-process and/or undelivered finished Product.

11. **MATERIALS FURNISHED BY CUSTOMER.** Any materials furnished by Customer shall be packed properly and received by Cenveo in proper condition and form to meet the manufacturing standards of Cenveo. Additional costs incurred by Cenveo due to delays in production, damage to equipment or the necessity to correct, repair, replace, substitute, or remake such materials because of Customer's failure to meet such standards shall be charged to Customer. Cenveo assumes no responsibility for the condition or quality of materials supplied by Customer or for the color fidelity of a completed product made from film furnished by Customer.

12. **USE OF KADENA® WEBSITE AND SERVICES.** Customer's use of Cenveo's KADENA® Website and Services shall be as described in the applicable Statement of Work executed by the parties. In addition, notwithstanding anything in these Terms to the contrary, Customer's use of Cenveo's KADENA® Website and Services shall be subject to and governed solely by the Terms of Use, set forth on Cenveo's KADENA® website and as may be modified by Cenveo from time to time in its sole discretion.

13. **SCHEDULING, PRICES AND PRICE ADJUSTMENTS.** If preferential scheduling is required to meet deliveries, Cenveo shall have the right to adjust the prices or charge reasonable fees to reflect such scheduling. Prices quoted by Cenveo do not include tax or freight, unless specifically indicated. All prices are subject to current raw material prices, including, but not limited to ink and paper prices, and are subject to change in the event of corresponding changes in raw material prices. Manufacturing prices (other than for raw materials, ink and paper) may be adjusted annually or more frequently, as applicable.

14. **PRODUCTION SCHEDULE.** Customer shall furnish and/or return promptly all copies, specifications, artwork, dummies, sketches, proof copies, and other materials necessary for the timely performance of Product by Cenveo. Customer's delay in furnishing or returning the items necessary for production may result in an extension of the scheduled delivery date and/or additional charges for the cost of preferential scheduling at overtime rates. Cenveo shall not be liable for any schedule change or delay caused thereby.

15. **INDEMNITY.** Customer shall indemnify and hold Cenveo harmless from and against any and all loss, liability, damages and expenses, including attorney's fees and litigation costs, incurred in any claims in contract, tort or otherwise, whether statutory or common law, including but not limited to (i) claims arising out of Customer's negligence, willful misconduct or breach in connection with its performance hereunder and/or (ii) any claims for libel, copyright infringement, plagiarism, unauthorized additions, omissions, or modifications and any other claims that any rights have been infringed by the content of the copy furnished to Cenveo by Customer, provided that such claims are not based on any unauthorized deletions, modifications or additions to such copy by Cenveo. Cenveo shall promptly notify Customer of any and all such claims, and shall afford Customer a reasonable opportunity to defend the same for and on behalf of Cenveo. Customer shall pay the cost of such defense, whether it shall be conducted by Customer or by Cenveo, provided that notice of suit and opportunity to defend shall have been given as aforesaid. If Customer elects to defend such suit, Cenveo may participate in such defense at its own discretion.

16. **STORAGE AND INSURANCE.** To the extent of its insurance coverage, Cenveo bears the risk of loss during the manufacturing process. The Customer bears the risk of loss for any Customer-furnished supplies and materials while they are in Cenveo's possession before and after the manufacturing process. Except as noted below, the Customer bears the risk of loss or damage for all finished Product upon transfer of title. Customer acknowledges that it is responsible for all insurance on its materials in Cenveo's possession, including sprinkler leakage insurance.

If the Customer does not accept delivery of finished Product for more than thirty (30) days, Cenveo may assess storage charges. All Customer-owned property that is stored with Cenveo is stored at Customer's risk, and Customer is responsible for obtaining insurance thereon, and Cenveo shall not be liable for any loss or damage to such property other than willful destruction or damage caused by Cenveo. Cenveo shall not be liable for any loss or damage to Customer-owned property from any cause whatsoever left with Cenveo more than 30 days after Cenveo directs Customer to remove it.

17. **TAXES.** Appropriate state and local sales, use and other similar taxes, and any customs duties, excise tax, value added tax, processing tax or any levy or imposition which Cenveo now or hereafter will be required to pay to any authoritative governmental body as a result of these Terms, either on its own behalf or on behalf of Customer, will be added to all applicable invoices and Customer shall be responsible for reimbursement to Cenveo of any such invoices. Customer will be responsible for any personal property taxes imposed on all materials owned by Customer, including both inventory and finished goods, and held at Cenveo's plants or warehouses. If upon audit Cenveo is assessed additional taxes in connection with these Terms, Cenveo reserves the right to invoice Customer retroactively for such additional assessment including taxes, interest and penalties. Customer may provide Cenveo with an exemption certificate, prepared as per applicable law, or any other evidence reasonably acceptable to Cenveo that any such taxes do not apply to goods and services provided to Customer by Cenveo. If any job or portion thereof believed to be exempt from taxes is determined subsequently to be taxable, Customer shall hold Cenveo harmless from the tax liability assessed and pay the tax due, including any interest and penalties.

18. **CHOICE OF LAW/FORUM; ATTORNEYS' FEES.** This transaction will be governed by and interpreted under the laws of the State of Connecticut, without regard to any conflicts of laws principles thereof. Any dispute, other than for claims of non-payment, shall be settled by arbitration, with the then prevailing rules of the American Arbitration Association and conducted in Connecticut before a single arbitrator. Any proceeding not subject to arbitration and brought to enforce any of these Terms shall be brought in Connecticut, and each party consents to the exclusive jurisdiction thereof, and venue therein, whether in state or Federal court. In any action, whether in arbitration, at law or in equity, brought by Cenveo to enforce any of the payment provisions or rights hereunder, in which action Cenveo is the prevailing party, Customer shall pay Cenveo all costs, expenses and reasonable attorneys' fees incurred by Cenveo.

19. CONFIDENTIALITY. Each party hereto covenants and agrees that these Terms and the Order or other documents between the parties are confidential and will be kept in strictest confidence by the parties hereto and their respective employees, subcontractors, agents, sub-agents and distributors, and shall not be disclosed to any person except to fulfill the requirements of this transaction, or in conformity with an order of a court of competent jurisdiction or as may otherwise be provided by law. A party may also disclose the information to its attorneys, accountants and agents, and to bona fide prospective purchasers and/or lenders provided that any such purchaser or lender executes and delivers to the nondisclosing party a nondisclosure agreement reasonably satisfactory in form and substance to such nondisclosing party.

20. MISCELLANEOUS. These Terms do not establish a joint venture, partnership or any other business association or legal entity between the parties hereto. Except as provided herein, these Terms may be modified or revised only by a writing signed by authorized agents of the parties. These Terms shall be binding upon and shall inure to the benefit of Cenveo and Customer and their successors and permitted assigns; provided that in the case of the Customer as assignor, any such assignment shall be subject to the prior written consent of Cenveo and Customer shall remain jointly, severally and primarily liable with the assignee for Customer's obligations hereunder. Unless otherwise provided, any required notice shall be sent in writing, by Certified Mail, reputable overnight courier, hand delivery, or email with confirmation at the respective address shown in Cenveo's confirmation or invoice. Notice shall be deemed effective when received. No waiver by either party of any default shall be deemed to be a waiver of any other default. No delay or omission of either party to exercise any right hereunder shall constitute a waiver of, or impair the exercise of, any right accruing to it thereafter. To the extent any of these Terms is prohibited by or invalidated under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

21. TERMS SUBJECT TO CHANGE. These Terms set forth herein are subject to change by Cenveo at any time.