

1. **ENTIRE AGREEMENT:** All orders for the Products or services of AD are specifically governed by these Conditions of Sale and represent the sole contract between AD and Customer unless specifically agreed to in writing by an authorized officer of AD. The terms "AD" and "Customer" as used herein shall also mean and refer to the terms "Secured Party" and "Debtor" respectively, as the latter terms are used in the Uniform Commercial Code, as codified under the Commonwealth of Massachusetts General Statutes. If more than one Customer jointly purchases product under this Agreement, their obligations hereunder shall be joint and several and in such case the term "Customer" shall also mean "Customers".
2. **GENERAL:** Any terms and conditions of a customer's order confirming memorandum, or other document or documents which are inconsistent with or additional to the terms and conditions of AD's Acknowledgement, shall not be binding on AD and shall not be deemed a part of this Contract. All such terms are hereby expressly rejected and AD's obligations hereunder are expressly conditioned on acceptance by the Customer of the terms and conditions contained in the AD's Acknowledgement.
3. **PRICES:** All prices, unless otherwise stated, are using Inco Terms 2010 - FCA Fitchburg, MA USA [and are exclusive of any present or future federal, state, local, or other taxes applicable to the sale of products]. Any such taxes shall be added to the invoice and paid by Customer unless Customer provides AD with a valid exemption certificate acceptable to AD and the appropriate taxing authorities. Unless otherwise advised by AD, orders calling for future delivery shall be billed at prices in effect at the time the order is placed. Unless otherwise stated, different products on an order may not be combined to obtain quantity pricing.
4. **GOVERNING LAW:** The law governing this transaction shall be that of the Commonwealth of Massachusetts in force at the date of execution of this Agreement.
5. **COSTS:** In the event of any default by Customer, Customer agrees to pay reasonable expenses of the AD including, but not limited to, reasonable attorneys' fees incurred by AD for collection of any indebtedness created hereby.
6. **DELIVERY:** Except for delays caused by Customer, AD shall attempt to ship within a reasonable time of the date of its receipt of Customer's order and Customer acknowledges that no claim may be made for delays in shipment where Customer accepts the products.
7. **CREDIT APPROVAL:** All orders are subject to approval by AD's credit department and AD may require that Customers with unapproved credit ratings make partial or full payments in advance of shipment or on delivery.
8. **TERMS OF PAYMENT:** Unless otherwise expressly stated on the face hereof, terms of payment are cash in United States dollars and are due and payable in full within thirty (30) days after the date of invoice. A late payment charge of one and one-half percent (1½%) per month of the highest lawful contract rate will be added to invoice amounts unpaid after 90 days from

the invoice date and will be charged from the due date of the invoice.

9. **LIMITED WARRANTY:** All statements, technical information and recommendations concerning products sold or samples provided by AD are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All products are sold and samples provided with the understanding that Customer has independently determined the suitability of such products for its purposes. AD warrants the products to be free from defects in material and workmanship for a period of one (1) year from the date of shipment. Should any failure to conform to this warranty appear within the warranty period AD shall, upon notification thereof and substantiation that the product was stored and used in accordance with AD's published standards, correct such defects by at AD's option, either repair or shipment to Customer of a suitable replacement without charge; provided however, if AD determines that a replacement is not commercially practical, AD shall issue a credit in favor of the Customer in an amount not to exceed the purchase price of the product. This limited warranty is further subject to the condition that Customer notify AD of any evident defects in material or workmanship within thirty (30) days of the date of delivery. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, NON INFRINGEMENT OF ANY STATUTORY OR COMMON LAW INTELLECTUAL PROPERTY INTEREST, INCLUDING ANY PATENT, TRADEMARK, COPYRIGHT, TRADE DRESS,

TRADENAME, OR TRADE SECRET INTEREST, OR OTHERWISE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE AD.

10. **LIMITATION OF DAMAGES:** AD shall not be responsible for any consequential, incidental, or contingent damages whatsoever, including, but not limited to, lost profits loss of use or production or loss of capital, even if it has been advised of the possibility of such damages. The Customer shall indemnify AD against any and all losses, damages, and expenses including attorneys' fees and other costs that AD may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission, or negligence of the Customer in connection with or arising out of the use, operation, replacement, or repair of any product described hereunder and sold by AD to Customer. The remedies of CUSTOMER set forth above under "Limited Warranty" are the sole and exclusive remedies of CUSTOMER relating to the products purchased from AD hereunder. The total liability of AD with respect to any contract, or anything done in connection therewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any products, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise

shall not exceed the purchase price of the products upon which liability is based.

11. **REFUSAL OF SHIPMENT:** In case of the refusal or inability of the Customer to accept any shipment in accordance with the terms of the order, the Customer shall be liable for freight, express, storage, extra costs of handling, and all other expenses incurred by the AD as a result of such refusal or inability.
12. **FORCE MAJEURE:** AD shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, prior orders from others or limitations on AD's or its ADs products or marketing activities or any other cause or contingency beyond AD's control.
13. **JURISDICTION AND VENUE:** Customer submits to the Jurisdiction of the Commonwealth of Massachusetts for the resolution of any legal action arising out of this Contract and agrees that the venue for such legal action shall lie in Middlesex County, Massachusetts.

## PRINTING TRADE CUSTOMS

1. **QUOTATION:** A quotation not accepted within thirty (30) days is subject to review.
2. **ORDERS:** Orders regularly entered, whether orally or written cannot be canceled except upon terms that will compensate AD against loss.

3. **ALTERATIONS:** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.
4. **PROOFS:** Proofs shall be submitted with original copy. Corrections are to be made on "master set", returned marked "O.K." or "O.K., with corrections" and signed by Customer. If revised proofs are desired, request must be made when proofs are returned. AD regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per Customer's O.K. or if changes are communicated orally. AD shall not be responsible for errors if the Customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed AD to proceed without submission of proofs.
5. **COLOR PROOFING:** Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to Customer's ADs upon request at current rates.
6. **OVER RUNS OR UNDER RUNS:** Over runs or under runs not to exceed 10% on quantities ordered shall constitute acceptable delivery. AD will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled.
7. **CUSTOMERS PROPERTY:** The AD will maintain fire, extended coverage, vandalism,

malicious mischief and sprinkler leakage insurance on all property belonging to the Customer, while such property is in the AD's possession; AD's liability for such property shall not exceed the amount recoverable from such insurance.

8. **ELECTRONIC MANUSCRIPT OR IMAGE:** To the extent Customer supplies AD with a digital image or data file, it is the Customer's responsibility to maintain a copy of the original file. The AD is not responsible for accidental damage to media supplied by the Customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the AD, no claims or promises are made about the AD's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

9. **INDEMNIFICATION; INTELLECTUAL PROPERTY:** Customer agrees to indemnify and hold AD harmless from any and all claims, demands, actions, and proceedings related to AD's performance of services hereunder, except to the extent caused by AD's gross negligence or willful misconduct. Customer warrants that the subject matter to be printed is not trademarked, copyrighted or subject to any intellectual property right by a third party and that Customer has the right to have the subject matter printed. Customer also recognizes that because subject matter does not have to bear a trademark, copyright or other intellectual property notice in order to be protected by trademark, copyright, or any other intellectual property law, and the absence of such notice does not necessarily assure a right to reproduce. Customer further warrants that no

trademark, copyright or other notice referencing proprietary rights or interests has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, Customer agrees to indemnify and hold the AD/and any subcontractors of AD harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with trademark, copyright or other intellectual property right infringement involving the work produced or provided.

10. **INFRINGEMENT:** In the event the products and/or services originated by AD is found or alleged to infringe any third party's proprietary rights, including but not limited to trademark, copyright, patent, or other intellectual property rights, and such allegation arises solely out of AD's published specifications and not Customer's adaptations, modifications or requirements, AD's sole responsibility to Customer and at AD's option shall be to (1) obtain for Customer the right to use the infringing product and/or service, or (2) replace the infringing product and/or service with a non-infringing alternative, or (3) modify the infringing product and/or service so that it becomes non-infringing. AD will have the option to determine which of options (1), (2) or (3) to effectuate. In the event that AD cannot redress the claim of infringement or that the remedies available to AD are not commercially practical, AD shall refund to Customer an amount equal to the products and/or services purchased from AD that gives rise to such claim. The foregoing shall not apply where Customer has combined products and/or services from AD with other products and/or services where AD's products

and/or services would not otherwise infringe or where Customer has provided the specifications for such products and/or services, and Customer will be solely responsible for any infringement and indemnify AD with respect to such infringement.