

TERMS AND CONDITIONS

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- (1) All quotations are valid for 30 days from date of quote. All quotations and sales are subject to the following terms and conditions and those contained on the face hereof.
- (2) These terms and conditions shall supersede any provisions, terms and conditions contained on any writing Buyer may give Turso Companies, Inc., and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Turso Companies, Inc. makes no representations or warranties concerning this quotation except such as are expressly contained herein, and this quotation may not be changed or modified orally. Any further correspondence relative to this quotation should refer to the quotation number as shown.
- (3) Shipping dates are approximate and will be reckoned from the date that Turso Companies, Inc. has all necessary information available. Turso Companies, Inc. shall not be liable because of late delivery or non-delivery caused by war, demands or requests of governmental authority, national defense, civil commotion, strike labor trouble, fire, flood, accident, failure in production or production equipment, ability to obtain fuel, power, raw materials or shipping capacity, or other causes beyond reasonable control of Turso Companies, Inc. If, due to any of the above causes, Turso Companies, Inc.'s production of goods shall be partially or wholly curtailed, deliveries may be proportionately or wholly suspended as the case may be, and resumed upon the removal of the cause so interfering with deliveries and continued until the entire quantity purchased on this quotation has been delivered. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered goods.
- (4) Turso Companies, Inc. shall not be liable for any claim for special or consequential damages resulting from late or non-delivery, from use, resale, handling, or processing of its delivered goods, or from any other cause.
- (5) The goods covered are being made especially for Buyer and an order cannot be cancelled except upon a basis that will indemnify Turso Companies, Inc. against any losses resulting from such cancellation and upon Turso Companies, Inc. accepting such cancellation in writing.
- (6) All prices quoted necessarily must be based on current raw material or stock prices. Since supplier billing practice is on a basis of price prevailing at time of shipment, Turso Companies, Inc.'s prices are subject to this fluctuation. All goods ordered on or after the effective date of a change in published prices shall be invoiced at the converted price in effect at time of shipment.
- (7) An over-run or under-run in the percentage indicated below shall constitute proper fulfillment of this order and shall be paid for at the unit price specified in this order.

SQUARE INCHES	PERCENTAGE
300m	+ - 20%
500m	+ - 15%
1mm and up	+ - 10%

Quantities less than the above schedule will require special review. When determining over or under tolerance, order unit will be the final determining factor. The other quantities are approximate only.
- (8) While every precaution is taken to produce only highest quality goods, Turso Companies, Inc. has no control over the ultimate use or handling and/or storage and therefore Turso Companies, Inc.'s liability is limited to making an adjustment not exceeding the value of the goods within not more than thirty (30) days after shipment, or thirty (30) days from date of storage if stored at customer's request beyond shipping date specified in any order, for defects of material or workmanship in goods of Turso Companies, Inc.'s own manufacture. In no case shall Turso Companies, Inc. be responsible for the original condition or quality of materials processed but not produced by Turso Companies, Inc., nor for the suitability of the goods sold hereunder for the use contemplated by Buyer, whether used singly or in combination with other materials, nor for loss or damage resulting from the inherent characteristics of the materials, or combinations thereof, processed or sold hereunder. As predicated by industry practice minor color variations may occur. Turso Companies, Inc. shall not be responsible for failure of its material to perform due to conditions of storage, including but not limited to temperature, humidity, length of time, dust, etc.
- (9) UPC symbols will be printed within the specifications set forth in D.C.I. guidelines. These symbols will be scannable if artwork does not deviate from recommended D.C.I. criteria. UPC symbols are not guaranteed to be perfect.
- (10) No claim shall be allowed nor credit given for goods returned without Turso Companies, Inc.'s written permission.
- (11) If any goods are rejected by Buyer for just cause, Turso Companies, Inc. will replace, or at its option repair such goods. Turso Companies, Inc.'s liability is expressly limited to the replacement of goods found to be defective in material or workmanship. In no event shall Turso Companies, Inc. be liable for prospective or speculative profits or special, indirect or consequential damages, nor shall any claim or recovery of any kind be greater in amount than the purchase price of the shipment of specific goods with respect to which the claim or recovery is made. Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specification therefor supplied by or agreed to by Buyer and are made or packaged pursuant to Turso Companies, Inc.'s customary manufacturing procedures (which warranty is expressly made subject to the limitations on claims or recovery contained herein), TURSSO COMPANIES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BETWEEN SELLER AND BUYER.
- (12) Unless otherwise specified, per industry practice, orders will be considered complete upon shipment of quantities within 10% over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable.
- (13) If at Turso Companies, Inc.'s option, Buyers credit responsibility becomes impaired, the credit terms provided herein may be altered or terminated by Turso Companies, Inc. and further delivery suspended except on the receipt of cash or satisfactory security. The right is reserved to suspend credit at any time when, in Turso Companies, Inc.'s judgement, the financial conditions of the Buyer warrants such action.
- (14) Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risks for subsequent loss or damage. All claims for loss or damage in transit must be filed against the transportation company.
- (15) All quotations are made and all orders are accepted subject to any governmental action by which they may be affected. Prices specified herein are exclusive of all city, state and federal taxes, including, without limitation, taxes applicable to the manufacture, sale, delivery, use or other handling of the goods sold hereunder. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
- (16) Turso Companies, Inc. assumes no responsibility that the goods will conform to any State or Federal law regulating labeling, or will not infringe any trademark, copyright or patent. Buyer shall hold Turso Companies, Inc. harmless against any expense or loss resulting from infringement or patents, trademarks or copyrights arising from compliance with Buyers designs or specifications or instructions. Buyer shall be exclusively responsible for and shall at its expense indemnify and defend Turso Companies, Inc. against all liability from any and all claims founded upon the legal effect and use of any words, designs or devices which Buyer may order incorporated in or imprinted or placed onto goods, notwithstanding that Turso Companies, Inc. may have been consulted thereon or performed artwork or other special services in connections therewith.
- (17) The giving of or failure to give recommendation of any character by Turso Companies, Inc. shall not impose any liability upon Turso Companies, Inc. No charge is being made for any technical advice furnished and Turso Companies, Inc. assumes no obligation or liability for the results obtained, or conclusions reached, all such advice being accepted at Buyer's risk.
- (18) Experimental work performed on orders, such as sketches, drawings, composition plates, press work, and materials whether or not similar to those herein specifically enumerated shall be charged for at current rates.
- (19) Sketches and dummies furnished by Turso Companies, Inc. shall remain Turso Companies, Inc.'s property and no use of same shall be made nor any idea obtained therefrom be used unless otherwise expressly agreed upon in writing by Turso Companies, Inc.
- (20) Drawings, positives, negatives, files, plates, etc. made and used by Turso Companies, Inc. in the printing of orders shall remain Turso Companies, Inc.'s exclusive property unless otherwise expressly agreed upon in writing by Turso Companies, Inc.
- (21) When proofs are required, they will be submitted not in excess of two sets with original copy. Corrections, if any, must be plainly written in the margin of the proof and returned with the original copy to Turso Companies, Inc. marked "OK as submitted" or "NOT OK Make Changes and Submit a New Proof" and signed by an agent or employee of Buyer duly authorized to pass on same. If a revised proof is desired, request must be made for same when the first proof is returned. No responsibility for errors is assumed if work is printed as per Buyer's "OK as submitted."
- (22) An extra charge will be made for press proofs when requested unless the form of work is called for when estimate is given.
- (23) Turso Companies, Inc. shall store positives and negatives without charge. Provided that Turso Companies, Inc. has notified Buyer, Turso Companies, Inc. shall have the right without liability to destroy positives and negatives so stored if not used for two years.
- (24) Turso Companies, Inc. shall have the right to imprint its trademark and/or its quality control codes in suitable places on any goods furnished.
- (25) Charges for dies and tooling, if any, are only partial and do not give Buyer the right to remove them from the Turso Companies, Inc.'s premises.
- (26) All dies, cuts, materials and other property of Buyer are insured against loss or damage by fire or water and Turso Companies, Inc. assumes no other responsibilities from any cause unless specifically specified herein.
- (27) If shipment is deferred in whole or in part at Buyer's request, beyond shipping date specified in an order acknowledgement, Turso Companies, Inc. reserves the right to immediately bill Buyer for such unshipped portion, and for expenses incurred for storage, it being understood that such unshipped materials become Buyer's property, and the liability of Turso Companies, Inc. is that of warehousemen only.
- (28) No waiver of any of the conditions above mentioned will be valid unless authorized in writing by Turso Companies, Inc. There has been no representation and there are no promises expressed or implied, except those that are herein set forth.
- (29) Time consumed by reason of alterations of copy, changes made in work of materials, detention or presses, and other delays caused by Buyer will be charged for at current rates. If, through Buyers error or change in instructions, an order must be done a second or third time, such extra work will be an additional charge. Such work will be charged at the current rate.
- (30) Unless otherwise specified, price is F.O.B. Turso Companies, Inc.'s factory. All prices are based on continuous and uninterrupted delivery of complete orders, unless specifications distinctly state otherwise. Unless otherwise stated, payment terms are net thirty (30) days. Turso Companies, Inc. may charge interest on all overdue bills.
- (31) If this is accepted and Buyer's order form is used for this purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.