

You (the "Customer") and We ("The Printer") agree as follows:

1. **WRITTEN AGREEMENT TO ADDITIONAL TERMS.** The specifications, terms and conditions contained hereof (the "agreement") may not be varied by Customer's purchase order or any other document generated by Customer.
2. **DESIGNATION OF AGENT.** Customer hereby appoints as its agent the person(s) and/or firm(s) designated hereof. Customer's Agent is expressly authorized to act for and on behalf of Customer in connection with the work to be performed hereunder.
3. **SUPPLIERS.** The Printer shall have the sole right to choose the suppliers from whom it purchases supplies and materials to be used in the performance of the work provided for hereunder.
4. **SPECIFICATIONS.** All work to be performed hereunder will be performed in a good and workmanlike manner. Exact duplication of colors of ink, paper and other materials is not guaranteed, but every effort will be made to conform to the specifications set forth herein.
5. **CANCELLATION OF ORDERS.** Orders cannot be cancelled except upon terms that will compensate The Printer for any and all loss, including, without limitation, the cost of any specially ordered materials and an amount for normal overhead and profit.
6. **DELIVERY.** Unless otherwise specified in writing, the price quoted is F.O.B. The Printer's shipping platform.
7. **WAIVER OF CLAIMS.** All claims for alleged defects, damages, or shortages in the finished work shall be deemed irrevocably waived unless Customer makes such claim in writing, along with samples demonstrating the complaint, within ten days after Delivery of the finished work. For purposes of this agreement, title to the finished work shall pass to Customer upon the earlier of Delivery of the finished work or the mailing of invoices for the finished work.
8. **EXCLUSION AND LIMITATION OF WARRANTIES.** The Printer warrants that the finished work is as described in this agreement, but The Printer makes no other express warranty with respect to the finished work. The Printer does not warrant that the finished work is of merchantable quality or that it can be used for any particular purpose.
9. **LIMITATION OF LIABILITY.** The Printer shall not be liable for any indirect, incidental or consequential damages, including, without limitation, lost profits, sustained or incurred by Customer in connection with the goods furnished under this agreement. The Printer's liability for breach of this agreement, and Customer's remedy therefore, shall be limited to the price of the finished goods, as set forth on the reverse hereof, or replacement of any nonconforming goods, at the option of The Printer.
10. **FORCE MAJEURE.** The Printer shall have no liability for delays in the performance, or nonperformance, of this agreement occasioned by causes beyond the control of The Printer, including, without limitation, acts of God, war, terrorist events, strikes, lockouts, fires, inability to obtain materials or shipping space, equipment breakdown, delays of carriers or suppliers and governmental acts and regulations.
11. **ALTERATIONS.** Any work Customer requests The Printer to perform that differs from or is in addition to the original specifications set forth in this agreement is an alteration. Such different or additional work shall be billed to Customer.
12. **FILMS, PLATES, NEGATIVES.** All lithographic film and plates made by The Printer shall remain the property of The Printer.

13. SPECIALLY ORDERED PAPER. If The Printer purchases paper for a specific Customer and job, and such paper is not used within 45 days of the receipt of the paper by The Printer, The Printer may invoice the Customer for such paper.

14. LIEN ON CUSTOMER PROPERTY. As security for payment of any sums due or to become due under the terms of this agreement, or any other agreement between The Printer and Customer, Customer hereby grants to The Printer a security interest in, a lien upon and the right to retain possession of, sell or use in any way all paper and any other property owned by Customer and in The Printer's possession and all work in process and/or undelivered finished work.

15. MATERIALS FURNISHED BY CUSTOMER. Paper stock, film, and other materials furnished by Customer shall be packed properly and received by The Printer in proper condition and form to meet the manufacturing standards of The Printer. Additional costs incurred by The Printer 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. The Printer 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.

16. PAYMENT TERMS. Subject to credit approval, payment shall be net cash 30 days from the invoice date. Past-due invoices are subject to a service charge of 1 percent per month on the outstanding balance. If there is a dispute between The Printer and Customer regarding amounts due hereunder by Customer, Customer shall pay the undisputed amount to The Printer within the time set forth in this paragraph. The Printer's acceptance of partial payment shall not constitute a waiver of The Printer's right to full payment. Prices are subject to change based on availability of materials, press time and current price of paper.

17. SCHEDULING AND PRICES. If preferential scheduling is required to meet deliveries, The Printer shall have the right to adjust the prices to reflect such scheduling.

18. PRODUCTION SCHEDULE. Customer shall furnish and/or return promptly all copy, specifications, artwork, dummies, sketches, proof copies, and other material necessary for the timely performance of work by The Printer. 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.

19. PROOFS. Prior to making press plates, The Printer shall submit proofs for Customer approval. Customer shall return proof marked "O.K." or "O.K. with corrections" and signed by Customer. The Printer shall not be liable for errors if the work is printed in accordance with Customer's O.K. or if changes to the proof are communicated verbally to The Printer. Standing time for presses while The Printer waits for on-press approval or Customer approval of the proofs will be charged at rates in effect at the time of the standing time.

20. QUANTITY VARIATION. Unless otherwise specified elsewhere in this agreement, variations in quantity of 10 percent over or under ordered quantities shall constitute acceptable performance hereunder by The Printer, and any excess or deficiency shall be charged or credited.

21. INDEMNIFICATION. Customer shall indemnify, defend and hold The Printer and its officers, directors, shareholders, employees, agents and representatives (the "Indemnified Parties") harmless from any and all loss, cost, expense, and damages on

account of any and all manner of claims, demands, actions and proceedings that may be instituted against any Indemnified Party on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work, including, without limitations, allegations or claims that the printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal or economic rights. The Printer reserves the right, in its sole discretion, to refuse to print any matter which, in its judgment, it shall deem improper, libelous or scandalous.

22. STORAGE AND INSURANCE. Beginning 30 days following the date of the invoice for the finished work, The Printer shall charge Customer at The Printer's current rates for handling and storing all Creative Work, all preparatory work supplied by Customer, including, without limitation, film and computer data used in the preparatory process, and all property owned or claimed to be owned by Customer and remaining under the custody of The Printer, including, without limitation, finished goods, paper and materials furnished by Customer. All Creative Work and Customer's property that is stored with The Printer is stored at Customer's risk, and Customer is responsible for obtaining insurance thereon. The Printer shall not be liable for any loss or damage to such property from any cause whatsoever.

23. TAXES. Appropriate state and local taxes will be added to all applicable invoices. If any job or portion thereof believed to be exempt from sales tax is determined subsequently to be taxable, Customer shall hold The Printer harmless from the tax liability assessed and pay the tax due.

24. BANKRUPTCY. If either party makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary, or has filed against it an involuntary, petition for bankruptcy or reorganization, is adjudicated as bankrupt or insolvent, or applies for or consents to the appointment of a receiver for it or its property, the other party may terminate this agreement by written notice. Such termination shall not relieve either party from any obligation accrued hereunder up to the date of receipt of notice of termination.

25. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

26. ATTORNEYS' FEES. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such action or proceeding, as determined by an arbitrator in a final judgment, or by a court of law in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred therein by such party (including, without limitation such costs, expenses and fees on any appeal), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

27. INTEGRATION. This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by Customer and an officer of The Printer. No waiver of any of the provisions of

this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an officer of The Printer, if The Printer is the party making the waiver, or by Customer, if Customer is the party making the waiver.

28. GOVERNING LAW. The laws of the state in which The Printer maintains its primary legal address shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

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