1. Basis of Sale. All products and services furnished by Seller are subject to the terms and conditions stated herein and Seller's performance under any proposal or contract is made expressly conditional upon Buyer's agreement to such terms and conditions.

2. Precedence. These terms and conditions shall take precedence over any terms and conditions contained in Buyer's purchase order or other form or in any documentation incorporated by reference in Buyer's purchase order or other form. Any purchase order or other form or documentation shall be subject to Buyer's agreement to these terms and conditions set forth herein, shall become a part of any agreement between Seller and Buyer unless expressly agreed to in writing physically signed by Seller.

3. Purchase Orders. By submitting a purchase order to Seller, Buyer agrees to be subject to these terms and conditions in their entirety. All purchases under said purchase order shall be subject to these terms and conditions, unless Buyer, at its option, offers or promises to alter, modify, or change these terms and conditions. All prices as set forth in an invoice do not include sales, use, or other taxes, or any U.S. port and export forwarding agent's fees, freight handling, or transportation charges, export/import license fees, customs duties, or the like, of all of which shall be paid and/or absorbed by Buyer, who shall indemnify Seller against all claims and liabilities therefor. Seller reserves the right to refuse to supply or to allocate its supplies of products at its discretion by and pursuant to the terms of this Agreement. Delivery is not of the essence. Return of products for any reason, Seller reserves the right to allocate its supplies of products to itself as well as to unaffiliated customers, as it deems equitable.

4. Delivery Terms. For shipments within the domestic United States, shipments will be made FOB Origin. For shipments outside the domestic United States, all such products shall be made FOB Destination. All prices as set forth in an invoice do not include sales, use, or other taxes, or any U.S. port and export forwarding agent’s fees, freight handling, or transportation charges, export/import license fees, customs duties, or the like, of all of which shall be paid and/or absorbed by Buyer, who shall indemnify Seller against all claims and liabilities therefor. Seller reserves the right to refuse to supply or to allocate its supplies of products at its discretion by and pursuant to the terms of this Agreement. Delivery is not of the essence.

5. Payment. Unless otherwise set forth on Seller's invoice, payment terms are Net 30 days from the date of invoice. Payment and discount terms due date is calculated from the date of the invoice to the date of payment and any discount must be taken within fifteen (15) days from the invoice date. Buyer reserves the right to charge interest, at the highest rate allowed by the law on all overdue accounts, including, without limitation, any such action or proceeding and waives any objection it may now or hereafter have to venue or to jurisdiction where such action or proceeding is brought. All dates quoted by Seller for delivery of any products are approximate only. Seller is not liable for any delay in shipment or delivery caused by circumstances beyond its control, including, without limitation, any repair made or undertaken to be made under warranty (including any repair made or undertaken to be made under warranty) resulting in export declarations that do not match the actual shipment, Buyer's purchase order or other similar form or in any documentation incorporated by reference in Buyer's purchase order or other form or documentation, including, without limitation, any such action or proceeding and waives any objection it may now or hereafter have to venue or to jurisdiction where such action or proceeding is brought.

6. Inspection/Acceptance/Return. Buyer may not return any products used or consumed. Buyer agrees to pay the invoice within payment terms. If the Customer is not able to take delivery within 90 days the following options are available: (i) if the Customer is not able to take delivery due to Buyer's fault or negligence then the entire purchase price, whether represented by the invoice or any purchase order additional to, or different from, the terms and conditions or any other agreement between Buyer and Seller relating to the transactions contemplated hereunder, shall be: (a) if invoiced, a court, arbitration, or a separate, signed agreement in writing by and between Buyer and Seller, or (b) if not invoiced, a court, arbitration, or a separate, signed agreement in writing by and between Buyer and Seller. All preparatory work, plates or cylinders relating to rotogravure or lithograph orders shall remain Seller's property and shall have the right, without liability, to destroy such materials if not used for two years. Prior to such destruction, Seller shall have the right to charge Buyer the storage costs of such materials and the cost of the use of such materials in the production of an order for Buyer. For all other orders, Seller shall store the materials and plates related thereto for a period of ten years. Notwithstanding the foregoing, however, Seller shall have the right, without liability, to destroy such materials if not used for two years. In event of return, Seller shall have the right, without liability, to destroy such materials if not used for two years.

7. Limitation of Liability. Buyer shall hold Seller harmless from and against any losses, costs, damages, expenses, taxes, duties, interest, fines, attorneys fees, claims for service interruptions, impairment of other assets, or otherwise, and whether arising out of breach of warranty, negligence, misrepresentation, or otherwise.