

VINTAGE 99 LABEL MFG., INC.
TERMS & CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE (THESE “**TERMS**”) APPLY TO ALL QUOTATIONS, PURCHASE ORDERS, ACKNOWLEDGMENTS AND OFFERS FOR PRODUCTS ISSUED OR RECEIVED BY VINTAGE 99 LABEL MFG., INC. (“**VINTAGE 99**”) TO OR FROM THE CUSTOMER IDENTIFIED ON THE ATTACHED QUOTATION, INVOICE, AGREEMENT OR CONTRACT (“**CUSTOMER**”). VINTAGE 99 ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER IS EXPRESSLY CONDITIONED ON CUSTOMER’S ASSENT TO THESE TERMS. NO TERMS OR CONDITIONS SET FORTH IN CUSTOMER’S PURCHASE ORDER, TO WHICH NOTICE OF OBJECTION IS HEREBY GIVEN, OR IN ANY FUTURE CORRESPONDENCE BETWEEN CUSTOMER AND VINTAGE 99, SHALL ALTER OR SUPPLEMENT THESE TERMS UNLESS BOTH PARTIES HAVE AGREED IN WRITING TO MODIFY THESE TERMS.

1. **Quotations/Estimates/Order Confirmations.** All quotations shall constitute offers subject to these Terms. Unless otherwise stated in writing by Vintage 99, all prices quote: (i) expire thirty (30) days after the date they are provided to Customer; and (ii) are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Customer and Vintage 99
2. **Orders.** Vintage 99 reserves the right to cancel or delay shipment of any accepted order due to any event or circumstance that occurs or exists which causes Vintage 99 to reasonably question the ability of Customer to pay as agreed, or otherwise meet its obligations to Vintage 99. Orders cannot be cancelled by Customer, whether orally or in writing, once Vintage 99 has performed any work on the order. Once work has begun, Vintage 99 is entitled to its quoted price for the entire order, whether or not Customer cancels the order after work has begun, unless otherwise agreed by Vintage 99 in writing.
3. **Experimental Work.** Experimental or preliminary work performed at the Customer’s request will be charged to the Customer at Vintage 99’s current rates, which rates are subject to change from time to time without prior notice to Customer. Any such experimental work may not be used by Customer in commerce without Vintage 99’s written consent.
4. **Creative Work.** Sketches, copy, dummies, and all other creative work developed or furnished by Vintage 99 to Customer are Vintage 99’s exclusive property. Vintage 99 must give written approval for all use of such work by Customer and for Customer’s use of any derivation of such creative work.
5. **Accuracy of Specifications.** Quotations and order confirmations are based on the accuracy of the specifications provided to Vintage 99 by Customer. Vintage 99 reserves the right to re-price an order if the electronic media, copy, film, disks, other input materials provided to Vintage 99 by Customer, or Customer changes to the specifications, do not conform to the information on which the original quotation or order confirmation was based.
6. **Electronic Manuscripts/Images.** It is the Customer’s responsibility to maintain a copy of all original documents, items, and information provided to Vintage 99 by Customer (“Customer Input”). Vintage 99 is not responsible for accidental damage to Customer Input supplied by the Customer or for the accuracy of Customer Input. Vintage 99 disclaims all warranties and representations regarding its ability to work with Customer Input submitted in digital format, and Vintage 99 shall not be liable for problems or delays that may arise due to its inability to work with any such digital Customer Input, the incompatibility of such digital Customer Input with Vintage 99’s software or equipment, or for any other problems arising from or related to such digital Customer Input. Any additional translating, editing, or programming needed to utilize Customer Input will be charged at the Vintage 99’s then-standard rates, which are subject to change from time to time without notice to Customer.
7. **Alterations/Corrections.** Customer alterations to any order include, without limitation, any work which the Customer requests that is inconsistent with the specifications upon which Vintage 99’s original quotation was based. All work related to any such alterations will be charged at Vintage 99’s current rates, which are subject to change from time to time without notice to Customer.
8. **Prepress/Mechanical Proofs.** Vintage 99 will submit prepress proofs for the customer’s review and approval. Customer shall promptly review such prepress proof(s) and return a copy thereof signed and dated by Customer to Vintage 99 marked either (a) "approved" or (b) "adjustments needed". If adjustments/changes are requested, such changes must be clearly, fully, and legibly described on the returned prepress proof(s), and any additional Customer Input needed to make such changes shall also be promptly submitted to Vintage 99. Until the prepress proof(s) and any necessary Customer Input is returned as described above, no additional work will be performed on Customer’s order by Vintage 99.
9. **Color Proofing/Color Variances.** 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 is to be expected (“Reasonable Variations”). When a Reasonable Variation occurs, it will be considered acceptable performance by Vintage 99, and Vintage 99 shall not be liable to Customer for damages resulting from any Reasonable Variation or color variances due to Metamerism.
10. **Press Print Proofs.** A press proof is an exact press print of Customer’s supplied artwork produced on a Vintage 99’s printing press. No finishing elements, such as foil, varnish, or emboss, are included on a press proof. A press proof is intended to show the Customer how their supplied artwork will appear on Customer selected material for color and detail. Vintage 99 does not make representations of the press proof’s appearance or quality other than it will be an actual press print of Customer’s artwork without any modifications. If Customer desires different print results, modifications to Customer supplied artwork is available at additional charge for each subsequent press proof.
11. **Overruns/Under runs.** Over or under runs not exceeding ten percent (10%) of the quantity ordered shall be deemed acceptable performance by Vintage 99 (“Acceptable Tolerance”). Vintage 99 will bill the actual quantity delivered and Customer shall not be entitled to a credit, refund, or reimbursement so long as the quantity is within the Accepted Tolerance. If the Customer requires a guaranteed quantity, the Customer must notify Vintage 99 of the required quantity in writing at the time the Customer submits its order to Vintage 99. Orders requiring guaranteed quantities may be subject to additional charges.
12. **Delivery.** Unless otherwise specified, all orders are shipped F.O.B. Vintage 99’s plant in Livermore, California. Title for finished work passes to the Customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first, subject to Vintage 99’s security interest in such finished work as described below.
13. **Production Schedules.** Production schedules for orders will be established and followed by both the Customer and Vintage 99, provided that Vintage 99 will not incur any liability or penalty for delayed performance due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of Vintage 99. Any costs incurred by Vintage 99 due to delays by the Customer shall be charged at Vintage 99’s then-current rates, which shall be subject to change at any time without notice to Customer. Where the Customer does not adhere to production schedules, final delivery dates will be subject to renegotiation. Vintage 99 also reserves the right to adjust the production schedule if the Customer fails to comply with any of the provisions contained herein or as Vintage 99 deems a business necessity.
14. **Customer Property Furnished/Stored Materials.** Artwork, film, plates, dies, disks, or other materials furnished by the customer must be usable by Vintage 99 without alteration or repair. Items not meeting this requirement will be repaired or replaced by the customer or by Vintage 99 at Vintage 99’s then-current rates, which shall be subject to change at any time without notice to Customer. Any Customer property Vintage 99 stores on Vintage 99 premises that is unused by Vintage 99 for 24 months from date of last order will be deemed abandoned by Customer and disposed of/destroyed at the discretion of Vintage 99.
15. **Outside Purchases.** Unless otherwise agreed in writing by Vintage 99 and Customer, Customer shall reimburse Vintage 99 for all purchases made by Vintage 99 from third parties, as requested or authorized by the Customer in conjunction with the Customer’s order.
16. **Payment Terms; No Waiver; Dishonored Checks.** Until such time, if ever, that Vintage 99 extends credit, Customer order(s) must be paid in full before Vintage 99 commences work. This requirement may be waived by Vintage 99, in writing, within its sole discretion. If Vintage 99 waives the prepayment requirement in writing, all of the following shall apply: (A) Orders are shipped net thirty (30) days from the date of invoice. (B) Should Vintage 99 question the customer’s ability to pay, customer shall provide evidence, of such ability to the reasonable satisfaction of Vintage 99. Should Customer fail to do so, fail to pay as agreed, or pay with a dishonored

check, Vintage 99 may, at its option, cancel the order, delay performance or shipment, charge \$25 for each dishonored check, and/or charge interest on the unpaid balance at the greater of (a) the maximum interest rate allowed by law or (b) 10% per annum. (C) In the event of Customer's default in payment for the products purchased from Vintage 99, Customer shall be responsible for all reasonable costs and expenses incurred by Vintage 99 in collection of any sums owing by Customer (including reasonable attorneys' fees), and Vintage 99 may decline to make further shipments to Customer without in any way affecting its rights under these Terms along with any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached. If, despite any such breach by Customer, Vintage 99 elects to continue to make shipments, such shipments shall not constitute a waiver of any breach by Customer or in any way affect Vintage 99's legal remedies arising from such breach.

17. **Security Interest.** Vintage 99 hereby reserves for itself a purchase money security interest in all products sold hereunder and the proceeds thereof, in the amount of the purchase price. In the event of default by Customer in any of its obligations to Vintage 99, Vintage 99 will have the right to repossess the products sold hereunder without liability to Customer. Such security interest will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Vintage 99's security interest. Upon request, Customer will execute such financing statements and other instruments as Vintage 99 may request to perfect Vintage 99's security interest herein.
18. **Acceptance/Claims>Returns.** Claims for defects, damages, or shortages must be made by the customer in writing no later than ten (10) calendar days after delivery. Failure to notify Vintage 99 in writing of nonconforming products within said time period shall be deemed an unqualified acceptance. Subject to the foregoing, claims for returns will not be accepted without a Returned Material Authorization (RMA), which will be provided, on a case by case basis, by Vintage 99 in its reasonable discretion, and provided that the request for the RMA must be received by Vintage 99 within the ten (10) day period described above. Item(s) authorized for return must be shipped to Vintage 99 within five days of Customer's receipt of the RMA. Upon inspection of the returned item(s), Vintage 99 will do a root cause analysis and may, at its option, replace any defective or damaged work or offer a full or partial credit, provided that, in no event shall Vintage 99's liability for returned item(s) exceed the actual amount paid by the Customer for such item(s) as of the date the item(s) are returned to Vintage 99. If customer requires replacement of product(s) before root cause analysis is complete, Customer will be required to place a new order billable at Vintage 99's then current rates. Once a root cause analysis is complete, if the product is deemed defective as a result of faulty manufacturing processes by Vintage 99, Vintage 99 will credit full or partial credit for defective item(s) returned by Customer. If product is deemed defective due to raw material failure, Vintage 99 will file claim(s) with its raw material supplier(s) on behalf of Customer. Any credit(s) Vintage 99 receives from supplier(s) directly related to Customer's defective product(s) will be forwarded to Customer within 30 days of receipt from supplier.
19. **Warranties.** VINTAGE 99 ONLY WARRANTS THAT, SUBJECT TO THESE TERMS AND ANY QUOTATIONS, INVOICES, AGREEMENTS OR CONTRACTS ATTACHED HERETO OR TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED, THE WORK WILL BE CONSISTENT WITH THE CUSTOMER'S FINAL APPROVED PREPRESS PROOF FOR SUCH WORK. THE CUSTOMER UNDERSTANDS THAT ALL SKETCHES, COPY DUMMIES, AND PREPARATORY WORK SHOWN TO THE CUSTOMER ARE INTENDED ONLY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF THE WORK AND ARE NOT INTENDED TO REPRESENT THE ACTUAL WORK PERFORMED. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, VINTAGE 99 MAKES NO WARRANTIES. ALL PRODUCTS ARE PROVIDED AS IS, AS AVAILABLE AND WITH ALL FAULTS, AND VINTAGE 99 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, TO THE MAXIMUM EXTENT PERMITTED BY LAW. **Raw Materials.** VINTAGE 99 DOES NOT MANUFACTURE ITS RAW MATERIALS. ANY WARRANTY ON A RAW MATERIAL COMPONENT FAILURE IS PROVIDED BY THE APPLICABLE SUPPLIER AND VINTAGE 99 WILL FILE A CLAIM WITH THE APPLICABLE SUPPLIER ON BEHALF OF THE CUSTOMER. A COPY OF SUPPLIERS' WARRANTIES MAY BE REQUESTED FROM VINTAGE 99'S QUALITY DEPARTMENT. **Scuff Durability Standard.** VINTAGE 99 ADHERES TO THE INDUSTRY SCUFF STANDARD OF 2,000 RUBS USING A 4 POUND WEIGHT ON CORRUGATED FOR PRINT INK ONLY PRODUCT(S), WHICH ARE WITHOUT ANY SPECIAL ELEMENTS. PRODUCTS MANUFACTURED WITH SPECIAL

- ELEMENTS, SUCH AS EMBOSS, FOIL, AND/OR RAISED/HIGH BUILD VARNISH, SCUFF DURABILITY IS REDUCED FROM 2,000 RUBS DEPENDING ON THE MATERIALS USED. THE APPLICABLE SCUFF DURABILITY STANDARD IS AVAILABLE BY CONTACTING VINTAGE 99 CUSTOMER SERVICE. IF STRICTER SCUFF DURABILITY IS NEEDED, CUSTOMER MUST REQUEST THE SPECIFIC SCUFF REQUIREMENT AT THE TIME OF QUOTATION.
20. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL VINTAGE 99 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE, INCLUDING LOSS OR DAMAGE TO OR MALFUNCTION OF ANY GOODS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR OTHER DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE TERMS AND ANY QUOTATIONS, INVOICES, AGREEMENTS OR CONTRACTS ATTACHED HERETO OR TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED, WHETHER OR NOT VINTAGE 99 OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST CUSTOMER. IN NO EVENT SHALL VINTAGE 99'S LIABILITY ARISING OUT OF THESE TERMS AND ANY QUOTATIONS, INVOICES, AGREEMENTS OR CONTRACTS ATTACHED HERETO OR TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED EXCEED THE PURCHASE PRICE OF THE PRODUCTS ACTUALLY PAID BY CUSTOMER TO VINTAGE 99. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF VINTAGE 99 ARISING OUT OF THESE TERMS AND ANY QUOTATIONS, INVOICES, AGREEMENTS OR CONTRACTS ATTACHED HERETO OR TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED AND/OR THE SALE OF PRODUCTS TO CUSTOMER, AND THE PARTIES EXPRESSLY AGREE WITH THE RESULTING ALLOCATION OF RISK.
21. **Copyrights.** The Customer warrants it has the right to use and reproduce the subject matter to be printed by Vintage 99 at Customer's request and that Vintage 99's reproduction of such subject matter in the manner requested by Customer is not prohibited by the copyright of any third party in such subject matter. The Customer also recognizes that subject matter does not have to bear a copyright notice to be protected by copyright law, and that the absence of such copyright notice does not necessarily assure a right to reproduce it. The Customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the Customer agrees, at its sole expense, to indemnify, defend, and hold harmless Vintage 99 and its officers, directors, shareholders, employees, representatives, affiliated companies, successors and assigns (the "Vintage 99 Indemnitees") from and against all liability, damages, costs and expenses (including attorneys' fees) that may be incurred in any legal action arising from, related to or connected with the actual or alleged copyright infringement involving the work produced or provided at the request or direction of the Customer and/or the work produced by Vintage 99 which is in accordance with the prepress proofs approved by Customer, and such defense shall be provided using legal counsel acceptable to Vintage 99 in its reasonable discretion.
22. **Personal or Economic Rights.** The Customer also warrants the work does not contain anything libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will, at the Customer's sole expense, indemnify, defend, and hold harmless the Vintage 99 Indemnitees from and against all liability, damages, costs and expenses (including attorneys fees) that may be incurred in any legal action arising from, or related to or connected with any legal actions alleging that the work produced or provided at the request or direction of Customer and/or the work produced by Vintage 99 with is in accordance with the prepress proofs approved by Customer is allegedly libelous, scandalous, or otherwise violates the rights of a third party. Notwithstanding the foregoing, Vintage 99 expressly reserves the right, in its sole discretion, to refuse to print anything Vintage 99 deems libelous, scandalous, improper, or infringing on the copyrighted material of any third party.
23. **Indemnification.** The Customer agrees to indemnify, defend and hold harmless the Vintage 99 Indemnitees from and against any and all claims, demands, actions, or proceedings brought by any third party against any of the Vintage 99 Indemnitees arising out of or related to Customer's use or distribution of the products purchased hereunder, including (i) any claim arising out of or related to any warranty made by or on behalf of Customer to its customers that expands any warranties provided herein or fails to limit any liability as provided herein or (ii) any breach of these terms and any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached by Customer; provided, Vintage 99: (a) gives prompt written notice to Customer

of the institution of the suit or proceedings; and (b) permits Customer through counsel reasonably acceptable to Vintage 99 to defend Vintage 99 Indemnitees and gives Customer all needed information, assistance and authority to enable Customer to do so IN EACH CASE EVEN THOUGH CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OR FAULT OF THE VINTAGE 99 INDEMNITEE OR ITS AGENTS (OTHER THAN A LOSS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VINTAGE 99 INDEMNITEE OR ITS AGENTS), AND EVEN THOUGH ANY SUCH CLAIM, CAUSE OF ACTION, OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON THE STRICT LIABILITY OF THE VINTAGE 99 INDEMNITEE OR ITS AGENTS. THIS INDEMNITY IS INTENDED TO INDEMNIFY THE VINTAGE 99 INEMNITEES AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE VINTAGE 99 INDEMNITEE OR ITS AGENTS ARE JOINTLY, COMPARATIVELY, CONTRIBUTIVELY, OR CONCURRENTLY NEGLIGENT WITH CUSTOMER. The indemnities set forth in this Section 21 shall survive termination or expiration of any agreement between Vintage 99 and Customer. If any proceeding is filed for which indemnity is required hereunder, Customer agrees, upon request therefore, to defend the requesting Vintage 99 Indemnitee in such proceeding at its sole cost utilizing counsel satisfactory to Vintage 99 in its reasonable discretion.

24. **Taxes/Import and Export Requirement.** All taxes and assessments levied by any governmental authority on the work to be performed by Vintage 99 at Customer's request are the responsibility of the Customer. All amounts due for such taxes and assessments will be added to the Customer's invoice. No tax exemption will be granted unless the Customer's "Exemption Certificate", or other official proof of exemption, accompanies the purchase order. If, after the Customer has paid the invoice, it is determined more tax is due, the customer must promptly remit the required taxes to the taxing authority and/or immediately reimburse Vintage 99 for any additional taxes paid. In addition, Customer shall, at its own expense, pay all import and export licenses and permits, pay all value-added and other VATs, customs charges and duty fees, and take all other actions required to accomplish the export and import of the products purchased by Customer hereunder or any goods with which the goods are sold.
25. **Notices.** Any notice contemplated by or made pursuant to these Terms and any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached shall be in writing and shall be deemed delivered on the date of delivery if delivered personally, or three (3) days after mailing if placed in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Customer or Vintage 99 (as the case may be) at the designated address, or such other address as shall be designated by at least ten (10) days prior written notice. A notice given by any means other than as specified herein will be deemed duly given when actually received by the addressee.

26. **Telecommunications.** Vintage 99 is not responsible for any errors, omissions, or extra costs resulting from faults in transmission by email, fax, Internet or any other methods of electronic transmission.
27. **Disputes. Venue; Attorney Fees.** Any action brought by one party against the other shall be brought before a court or administrative agency in Alameda County, California, and Customer and Vintage 9 each hereby irrevocably and unconditionally submit to the jurisdiction of the Alameda County Superior Court and of the United States of America for the Northern District of California. These Terms shall be interpreted under California law, without reference to its conflict of laws provisions. In the event litigation, arbitration, or an administration action is instituted to enforce any provision of these Terms and any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and expenses incurred in such action, including on appeal, in addition to the other recovery, if any, to which the party may be legally entitled. Notwithstanding this provision, in the event any party requests mediation prior to the filing of a lawsuit or institution of arbitration or an administrative action, or within sixty (60) days after a lawsuit/arbitration/administrative action is filed and served, the prevailing party shall be entitled to recover its attorney fees and costs only if the prevailing party participated in mediation in good faith, or was prevented from doing so by the other party.
28. **Assignment.** These Terms along with any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached shall bind and inure to the benefit of Vintage 99's successors and assigns, including, without limitation, any entity into which Vintage 99 shall merge or consolidate. Customer may not assign, directly or indirectly, by operation of law or otherwise, any of Customer's rights or obligations under these Terms along with any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached without Vintage 99's prior written consent. Any attempted assignment, delegation, or transfer by Customer without such consent of Vintage 99 shall be void.
29. **Entire Agreement.** These Terms, along with any quotations, invoices, agreements or contracts attached hereto or to which these terms and conditions are attached, constitute the entire Agreement between Customer and Vintage 99 and supersede any other agreements or offers, including any purchase order of Customer, prior or contemporaneous oral or written understandings, or communications relating to the subject matter hereof.

Company Name: _____
(Type/Print)

By: _____
(Type/Print First & Last Name)

(Type/Print Title)

By: _____
(Signature)

Dated: _____