

Effective Date: February 2024

These General Terms and Condition of Sale (these “Terms”) are the only terms that govern the sale of products by Northern Engraving Corporation, a Wisconsin corporation (“Seller”) to you (“Buyer”).

**1. Terms.** Buyer may submit orders to Seller’s sales department. Seller may accept or reject any order for any reason in Seller’s sole and absolute discretion. A binding sale contract will arise only when Seller confirms the Buyer’s order in writing. Order shall also include release for a specific quantity of products under a blanket purchase order (the “Releases”). Orders are not subject to suspension, reduction or cancellation, except on terms that Buyer will indemnify Seller against all losses. Price quotations or other communications from Seller do not constitute offers. Seller reserves the right to discontinue the manufacturing or sale of any product at any time. These Terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, covering the subject matter hereof. These Terms prevail over any and all of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms and all such terms and conditions are hereby rejected in their entirety. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify, amend or add to these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the products made hereby, the terms and conditions of such agreement shall prevail only to the extent they are inconsistent with these Terms. These Terms may only be amended, altered or deviated from with specific written consent from a duly authorized corporate officer of Seller; provided, however, that a change to Delivery Terms (as hereinafter defined) may be made on a purchase order that is accepted by Seller in writing. Email communications shall not constitute a written amendment, alteration or deviation from these Terms.

**2. Delivery and Quantity.** Information about shipping and delivery dates are estimated and non-binding unless a written confirmation from Seller expressly states to the contrary. Seller shall use commercially reasonable efforts to meet any such shipping and delivery dates. Buyer shall provide suitable roadways or approaches to points of delivery, to the extent controlled by Buyer. All products will be furnished subject to commercial variations within a 2.5% A.Q.L. To allow for inspection rejects, Seller reserves the right to ship 10% under or over the amount specified on order.

**3. Payment and Credit; Expenses.** Buyer shall pay in full for all products ordered on its behalf in accordance with the payment terms printed on the invoice or confirmation submitted by Seller. If no payment term is indicated on the invoice, Buyer shall pay the invoice within 30 days of Seller’s issuance of the invoice. Seller may establish the credit terms for Buyer, and may change those terms, create or change credit limits, or cease to extend credit from time to time, in its sole discretion. Seller may require Buyer to provide an updated credit application from time to time, and such updated credit application will be required before future orders are processed. Buyer shall pay: (a) all costs for special packing, shipping or other handling requested by Buyer and agreed to in writing by Seller, (b) extra charges of carriers for Buyer delays in unloading trucks or containers, and (c) other special costs incurred by Seller as a result of special actions or requests by Buyer (including, without limitation, expedited or premium shipping). Seller’s then-standard service charge will be applied to each returned check. Buyer shall pay all invoices regardless of any dispute that may exist as to delivered or undelivered products and shall not otherwise withhold, offset or debit any amounts owed to Buyer by Seller. Failure to pay an invoice by the due date or any breach by Buyer of these Terms may result in a withholding, offset, debit or forfeiture of any rebate extended to Buyer by Seller pursuant to any rebate agreement between the parties, at Seller’s sole discretion.

**4. Price.** Quoted part prices are subject to receipt and review of final blueprints including dimensions, color callouts, material and adhesive specifications and any other part-specific requirements. Prices cover die blank samples for dimensional approval only. Seller will furnish photostatic proof of artwork or layout when required. Production samples or pilot runs are subject to special quotations and negotiation. Administration fees may apply for order amendments including expediting, push out and quantity changes. Prices are based on Seller’s current costs, and if these costs increase for any reason, prices on undelivered products shall be correspondingly increased to the extent not prohibited by the then current government regulations. Quantity prices are based on the released amount of each part for each scheduled shipment. Seller expressly reserves the right to change its prices for future shipments, including the list prices, extra charges, and rates and bases of discount, and to modify or eliminate sizes, types, and classes of goods, and rates or bases of discount, as it shall see fit. In any event, the prices payable by Buyer shall be increased by an amount equal to the taxes and charges which are now, or may hereafter be, levied, imposed, or charged (whether by federal, state, municipal, or other public authorities) with respect to the sales of the contemplated products. If Buyer requires individual Statistical Process Control (SPC) Reports on each production run, these added Reports will be quoted upon Buyer’s request.

**5. Termination; Late Payments; Consequences and Cost of Enforcement.** If the Buyer (a) fails to make a payment when due, (b) becomes insolvent, (c) undergoes a change in ownership, (d) files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within sixty (60) days, (e) has a receiver appointed over all or any of its assets, (f) has breached any other non-payment term of these Terms and fails to cure within thirty (30) days of written notice of Seller, or (g) takes any other action that Seller determines in its sole discretion adversely impacts the conditions under which credit was extended, then Buyer is in material breach of the contract and: (i) all amounts outstanding to all Seller companies will become due immediately; (ii) Seller has the right to suspend or cancel any pending orders; (iii) Buyer shall pay a finance charge on all amounts outstanding at a rate equal to the amount currently charged by Seller, not to exceed the lesser of two percent (2%) per month or the highest rate permitted by applicable law, all without prejudice to any other rights or remedies at law or in equity that Seller may have, including any right to claim actual damages and (iv) the costs incurred by Seller in connection with the production or manufacture of products covered by any order or Release and not shipped prior to termination or suspension (including at least [12] weeks of raw material and fabrication costs). Buyer will pay all costs of collection of any amounts due to Seller, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. In the event of Buyer’s default, Seller may, in its sole discretion, apply any payments made first to attorneys’ fees and any costs/expenses, then to any accrued and unpaid interest, and then to any remaining balance due and owing under the respective outstanding invoices.

**6. Risk of Loss.** The rights and obligations of Seller and Buyer respectively with respect to shipment and delivery, risk of loss or damage and insurance (collectively, “Delivery Terms”) shall be determined by reference to Incoterms 2020. For the avoidance of doubt, accommodations or expedited shipping (if agreed to in writing by Seller in accordance with these Terms) are excluded from “Delivery Terms” as defined herein. In the event that: (a) products are picked up by Buyer at Seller’s warehouse, Delivery Terms shall be Ex Works Seller’s Warehouse; (b) products are shipped by Seller to Buyer by Seller’s own trucks, Delivery Terms shall be Delivered Duty Paid to such address as directed by Buyer; (c) products are shipped by Seller to Buyer by commercial carrier, whether selected by Seller or Buyer, Delivery Terms shall be Carriage and Insurance Paid to Seller’s Warehouse; and (d) products are drop shipped by Seller to an ultimate Buyer address, as directed by Buyer, Delivery Terms shall be Carriage and Insurance Paid to Seller’s Warehouse.

**7. Limits on Warranties and Damages.** All statements, technical information, and recommendations concerning products sold or samples provided by Seller are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All products are sold, and samples or products are provided with the understanding that Buyer has independently determined the suitability of such products for its purposes. Seller warrants that the products will conform with the specification set forth on the written order confirmation and free from defects in material and workmanship subject to reasonable commercial variations. Seller hereby assigns to Buyer any assignable or transferable manufacturers’ warranties provided by the manufacturer of products sold but not manufactured by Seller, if any, applicable to its purchases. Seller does not give any warranty with respect to products manufactured by others. The warranties applicable to products manufactured by Seller are printed on the product packaging or on printed forms provided to Buyer (“Seller Warranty”). EXCEPT FOR THE SELLER WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, WARRANTY OF TITLE, OR WARRANTY AGAINST NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. Seller shall have no liability for defects, whether hidden or apparent, except for products manufactured by Seller, in which case Seller shall have no such liability resulting from the improper use, installation, processing or treatment of the products. Buyer will be liable for any claim, damage or loss resulting from any failure to apply all professional and industry standards, customary instructions and written instructions from Seller or the manufacturer, if any, in relation to any products. SELLER’S SOLE LIABILITY UNDER WARRANTY OR CONTRACT, OR ON ANY OTHER BASIS, IS LIMITED TO EITHER REPLACEMENT OF THE GOOD OR A REFUND OF THE PURCHASE PRICE AT SELLER’S SOLE OPTION. SELLER WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES RELATED TO LOST USE, REVENUE OR PROFITS, LABOR COSTS OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE. Nothing in this paragraph excludes or restricts liability for death or personal injury to the extent proximately caused by Seller’s gross negligence or intentional misconduct. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION LOST USE, REVENUE OR PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES TO THIRD PARTIES OR INCURRED BY BUYER'S CLIENTS RESULTING FROM, ARISING FROM OR RELATED TO THE PURCHASE OF PRODUCTS BY BUYER, REGARDLESS OF WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR BUYER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER DURING THE LAST SIX MONTHS OR \$20,000, WHICHEVER IS LESS.

**8. Deadlines for Inspection, Claims and Returns.** Quoted part prices are based on "commercially acceptable" visual quality. This allows for the establishment of limits of acceptability for cosmetic variations on the class "A" surfaces of the part, and judgment is based on viewing in use position under normal lighting. Quality standards shall be negotiated and established early in the program. Buyer shall promptly check each delivery and shall note in writing on the bill of lading any discrepancies between the delivery and the bill of lading. Following inspection, Buyer and the driver shall sign the bill of lading before the driver leaves Buyer's premises, otherwise Seller will not give credit for any discrepancies. Buyer shall inspect all products purchased and notify Seller in writing of any claimed defect or non-conformity, other than latent or hidden defects, within thirty (30) days after the day of delivery. In the absence of such notice, Buyer will be deemed to have accepted the products as delivered, and Seller shall have no liability whatsoever. Buyer shall retain products damaged in transit and defective products for inspection by Seller for two (2) weeks after notifying Seller of the damage or defect, or longer if so requested by Seller, and shall return such products to Seller at Seller's request and expense. Seller will have no liability whatsoever for any defect or non-conformity for which it is not notified, or if the relevant products are not made available for inspection in the manner required by this Section. Products may only be returned with the prior written approval of an authorized Seller representative, and are subject to Seller's return policies, including handling charges. Seller may investigate the claim and make a decision whether to pay it, decline it, or offer a compromise amount in settlement. Seller reserves the right to reverse any claim decision, with properly documented information, which may result in a change in credit or debit to the Buyer's account.

**9. Waivers and Unforeseen Events (Force Majeure).** A waiver by either party of a default will not be considered a continuing waiver but applies only to the specific provision and specific occurrence identified in the waiver which must be made in writing. Seller shall not be responsible for delays or other failures to perform when such delay or failure is caused by or results from acts or events beyond Seller's reasonable control, including, without limitation, the following: (a) national, regional or state emergencies, (b) war or threat of war, invasion, hostilities, terrorist acts or threats, riots or civil unrest, (c) strikes, lockouts or other labor stoppages/shortage, slowdowns, trouble or disturbances, (d) fire, flood or other casualty, natural disasters or acts of God (including, without limitation, adverse weather events), (e) epidemics, pandemics or acts of quarantine, (f) shortage or unavailability of raw materials or other supplies, (g) unavailability or delay of transportation, (h) cyber security threats, attacks or breaches, failure of computer systems or networks, or destruction or loss of electronic or other records, (i) government order, law, regulation or other action, (j) shortage or outage of adequate power facilities, (k) plant, line or equipment shutdown or production delays or failures, (l) contaminated raw materials or raw materials outside specifications provided by third parties, or (m) other causes, events or actions beyond Seller's control. Such events do not excuse Buyer's payment obligations. Seller shall not be liable for premium transportation charges for alleged lateness in making shipments when such lateness is caused by the foregoing or shipment is made within current lead times plus a three days of grace period.

**10. Purchase Money Security Interest.** As collateral security for the payment of the purchase price of the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer to the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted constitutes a purchase money security interest under the Uniform Commercial Code.

**11. Tooling and Process.** Dies and tools paid for by the Buyer will be kept in repair by the Seller. They shall at all times remain in Seller's possession where they will be held for the production of products for the Buyer's exclusive use. The withdrawal of tools by the Buyer shall be accomplished only upon the payment of the full cost of the tools to the Seller plus an additional charge equal to fifty percent (50%) of the full cost to defray accrued maintenance charges. If, for a period of two (2) consecutive years, no orders for products from a specific set of tools are received, the tools will be considered obsolete and may be scrapped at Seller's option. All special inspection jigs and fixtures shall be furnished by Buyer. To the extent applicable, lithography plates, which have not been used during a three-year period, will automatically be scrapped and new lithography plates required will be charged to Buyer. Screens required for service orders will be charged to the Buyer with each order after the part has balanced out of

production requirements. Lithography plates and screens are proprietary items and are not subject to any withdrawal.

**12. Intellectual Property.** Designs and design services provided during and for the development of finishes are deemed to be proprietary and the property of Seller. Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by Seller. If any parts manufactured on Buyer's behalf infringe or are claimed to infringe letters, patent or copyright, under which claims are made against Seller, Buyer assume full responsibility for everything done by Seller in producing such parts and agree to indemnify Seller and hold Seller free of any and all losses, including expenditures made or incurred for judgements, settlements, attorney fees, litigation, or otherwise directly or indirectly resulting therefrom.

**13. Governing Law and Litigation.** The validity, construction and performance of this application and performance of each contract to which these Terms apply is governed by Wisconsin law (applied without regard to conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts in Wisconsin to hear any disputes relating to transactions between the parties, or each contract to which these Terms apply, without prejudice to Seller's right to bring litigation in the courts of Buyer's location. SELLER AND BUYER VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF EACH CONTRACT TO WHICH THESE TERMS APPLY.

**14. Anticorruption.** Buyer shall comply with all applicable anti-bribery laws of the USA (including the Foreign Corrupt Practices Act) or other applicable country. If Seller determines reasonably and in good faith that there has been a breach of any of these laws, Seller has the right unilaterally to withhold or delay payment of any monies owed to Buyer and to suspend or cancel open orders or delivery of the products at Seller's sole discretion.

**15. Indemnification.** In the event that any parts, labels or nameplates contain a representation indicating approval of the Underwriters Laboratories, Canadian Standards Association, American Gas Association or similar organization, Buyer assumes full responsibility for any such representation and the use of such parts, labels, or nameplates and Buyer further agrees to indemnify Seller and hold Seller harmless from any and all losses, including expenditures made or incurred for judgments, settlements, attorneys fees, litigation, or otherwise directly or indirectly resulting therefrom. In addition, it shall be Buyer's responsibility to determine whether or not the use of our parts, labels, or nameplates is suitable for the particular product insofar as the standards of such organizations are concerned.

Buyer shall indemnify, defend and hold Seller harmless from any and all claims, damages, losses and expenses (including attorneys' fees) arising out of Buyer's (a) breach of these Terms, (b) possession, use, handling, storage, sale, processing or any disposition of the products, (c) errors, omissions, negligence or other wrongful conduct of Buyer and its Buyers, employees, users, carriers, agents or subcontractors, and (d) any defect of product resulting from any design or manufacturing process provided by Buyer. In any matter to which this Section applies, Seller shall have the right to select and retain counsel of its own choosing, all at Buyer's expense, and to participate in such defense. Buyer shall not enter into a settlement agreement without Seller's prior written consent.

**16. Miscellaneous.** Buyer will pay all sales, use, excise and other taxes, due with respect to sales by Seller. Buyer may not assign any order or contract without Seller's prior written consent. If any term or condition contained herein is held by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect. These Terms are binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties, but Buyer shall not assign or otherwise transfer these Terms without the express prior written consent of Seller. Any attempted assignment or transfer without the required consent of Seller, including a change in control of Buyer, will result in a material breach, subject to the terms of Section 5. Buyer represents and warrants now, and with each order, (a) that it has the required funds immediately available for full payment of the ordered products, and (b) that the signing or ordering party has the full authority to act in that capacity. These Terms are not a requirement contract, and nothing herein requires Buyer to purchase from Seller, nor Seller to sell to Buyer. All notices shall be delivered to the addresses provided by the respective parties on any credit application or other written agreement between the parties. Buyer represents and warrants that it has had an opportunity to fully review the provisions of these Terms with attorneys of its own choice as a result of which the Buyer acknowledges and agrees (y) that any rule of law that provides that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of these Terms; and (z) that Buyer is entering into these Terms knowingly, voluntarily and of its own free will. Seller has the right to identify

Buyer as one of our customers and use production products Seller produce for Buyer for display purposes.

17. **Fax/Email Authorization.** Buyer authorizes Seller to fax and/or email Buyer at its current location, as well as satellite locations, information concerning prices, sales and other possible data that pertains to Seller and/or Buyer's business.