

# Terms and Conditions

## BUY SAVE STANDARD TERMS AND CONDITIONS FOR THE PURCHASE AND SALE OF GOODS AND SERVICES

1. Offer and Acceptance. Purchaser has offered to purchase from Buy Save and Buy Save has offered to sell certain products and services ("Goods"). Buy Save's acceptance of the offer is expressly conditioned upon Purchaser's assent to these terms and conditions.
2. Terms and Conditions Applicable . The terms and conditions set forth herein, as modified by the terms of any written quotation or proposal made by Buy Save, are the only terms and conditions applicable to the purchase of the Goods. Any changes or modifications in the terms and conditions must be specifically agreed to in writing by an authorized officer of Buy Save.
3. Prices; Taxes; Payment Terms . (a) Purchaser shall pay the purchase price quoted. If any price is omitted, the price shall be Buy Save's list price in effect at the date of shipment. If any of the Goods are scheduled to be shipped more than sixty (60) days from the date hereof, Buy Save may change the price applicable to such Goods by notifying the Purchaser not less than thirty (30) days prior to shipment. (b) Any taxes or fees imposed by any federal, state, municipal, or other governmental authority that may be applicable to the production, sale, use, storage, delivery, or transportation of the Goods, together with all duties, tariffs, and brokerage charges, shall be added to the price and paid by Purchaser, except where Purchaser shall have provided a proper certificate of exemption therefrom. Purchaser shall be responsible for the payment of such taxes and fees even if all or any part thereof has not been added to the invoice price. (c) All invoices will be due upon receipt. (d) All payments shall be applied to the earliest unpaid invoice (i.e., payments shall be applied to invoices in order of earliest invoice date to latest invoice date).
4. Proofs/Errors . Purchaser shall review all proofs for spelling, typographical and all other errors. Once a proof is accepted by Purchaser, Purchaser shall be responsible for any orders prepared in connection with such proof. Buy Save reserves the right to correct any inadvertent errors made in specifications and prices quoted at any time.
5. Quantities . Except as otherwise provided herein, the quantities of any Goods to be delivered may exceed or be less than the specified quantities by up to 10 percent thereof; provided, however, that quantity variations may exceed 10 percent for Goods manufactured to the Purchaser's specifications and Purchaser shall be invoiced for such additional quantity.
6. Special or Unique Materials Purchaser shall be responsible for all special or unique materials purchased by Buy Save in connection with an order by Purchaser regardless of whether Buy Save manufactures product using such materials.
7. Partial Orders & Single Lot Shipments. This Acknowledgment and the prices quoted, are based upon the purchase of all of the Goods. Orders for less than all of the Goods are not acceptable unless specifically agreed to by written consent of Buy Save. In addition, and unless otherwise specified, such prices are based upon single shipment, single destination. If more than one shipment to more than one destination is requested by Purchaser, the price shall be adjusted to reflect any increase in Buy Save's cost occasioned by any such additional shipments.
8. Cancellations and Requests by Purchaser for Delays . Once accepted by Buy Save, this order may be cancelled or delayed by Purchaser only upon written consent of Buy Save. If Buy Save consents to any such cancellation or delay, Purchaser may be required to pay any such amount as Buy Save, in its sole discretion, shall determine will fully indemnify it against any and all loss and provide Buy Save with a reasonable profit.
9. Packaging . The cost of normal packaging for the Goods for domestic shipment is included in the total price, the method of packaging being determined solely by Buy Save. If Purchaser shall specify any special packaging or handling or if the Goods are to be exported, the additional cost thereof shall be added to the total price, unless it is specifically stated herein that such costs were included in calculating the total price quoted.
10. Shipment; Title; Risk of Loss . (a) Unless otherwise specified on the face hereof, all shipments shall be F.O.B. point of shipment. All shipping dates are approximate and Buy Save does not guarantee the date of shipment. (b) Risk of loss shall pass to Purchaser as soon as the Goods have been delivered to the carrier for shipment to Purchaser or when the Goods are ready for delivery if delivery has been delayed by Purchaser. Title to special order Goods shall pass to Purchaser at Buy Save's facility immediately once manufacture is complete and payment is made in full; title to stock Goods shall pass to Purchaser immediately once Buy Save accepts this offer to purchase and Purchaser makes payment in full. Passage of title and/or risk of loss shall not be affected by delivery terms, shipping instructions, or storage on Purchaser's behalf in Buy Save's warehouse facilities. (c) Buy Save shall not be liable for any delay in delivery or any other default due to occurrences or contingencies, including, but not limited to, fire, flood, embargo, strike, failure to secure materials or labor from usual sources of supply, governmental restrictions, conditions considered "force majeure", delays occasioned by any subcontractors, or any other circumstances beyond Buy Save's control which shall prevent Buy Save from performing in the normal and usual course of its business.
11. Inspection and Rejection . Purchaser shall inspect Goods upon delivery for any obvious physical damage. Failure to notify Buy Save and carrier of any damage immediately upon delivery constitutes acceptance of such Goods. Purchaser acknowledges that, prior to use, it will fully inspect all Goods delivered. In the event that such inspection and testing reveals any damage, error, shortage, or deficiency in quality standards, Purchaser shall notify Buy Save within fifteen (15) days of the date of delivery. If Purchaser fails to

make any claim within such time or uses the Goods, such failure or such use, as the case may be, shall constitute irrevocable acceptance of the Goods and the waiver of any and all claims including warranty claims with respect thereto. If Purchaser properly rejects or revokes acceptance of any of the Goods tendered by Buy Save, Purchaser shall immediately notify Buy Save in writing, specifying all claimed shortages, errors, defects, and non-conformities. No Goods shall be returned by Purchaser unless authorized in writing by Buy Save.

12. Security Procedures for Certain Instruments . With respect to any Goods which are or may become readily negotiable, transferable, or convertible (including signature imprinted checks and drafts, money orders, travelers' checks, auto licenses and titles, lottery tickets, warrants, bonds, contest and game cards, gasoline requisition forms and the like), Buy Save shall institute and maintain its standard security procedures to safeguard the Goods during manufacture, storage, and until the risk of loss has passed to Purchaser. Buy Save shall have no other or further responsibility to safeguard the Goods unless Buy Save has agreed in writing to institute and maintain specific additional or substitute procedural safeguards and Purchaser has fully paid the additional charges attributable thereto.

13. Warranties . (a) Buy Save warrants for a period of one (1) year from the date of manufacture that the Goods are free from defect in materials and workmanship and conform substantially to any specifications that are a part hereof, except that it does not warrant consistency, color of paper or ink, or matching of typography. Failure to notify Buy Save of any defects in the Goods within one (1) year shall constitute irrevocable acceptance of the Goods. Further, Buy Save does not warrant that the Goods are fit, legally or otherwise, for their intended purpose or use. The sole and exclusive obligation of Buy Save under this warranty is limited, at Buy Save's option, to the replacement or reworking of the defective Goods or the return of that portion of the purchase price applicable to the defective Goods. No Goods shall be accepted for return or credit after the foregoing one (1) year period has expired. (b) If Buy Save provides any computer services hereunder, Buy Save agrees to use reasonable efforts to timely provide such services in accordance with generally accepted data processing procedures. Buy Save shall not, however, be responsible for errors or omissions resulting from the inaccuracy or defect in any customer supplied data, or for improper input and output data controls and procedures used by Purchaser. If the services are interrupted or delayed, Buy Save's sole responsibility shall be to resume the services as promptly as reasonably practical. In the event of errors or omissions in the services provided by Buy Save, Buy Save shall (i) correct any errors with respect to which Buy Save received timely notice, or (ii) where correction is not practicable, Purchaser shall be entitled to an equitable refund of that portion of the services which produced erroneous results. Buy Save shall not be responsible for loss or destruction of the Purchaser data base, including Purchaser furnished material and Buy Save developed data, unless due to the gross negligence of Buy Save, and Buy Save's liability shall be limited to restoring the lost, destroyed, or damaged material provided such restoration can be reasonably performed by Buy Save and Purchaser provides Buy Save with all source data in readable form for such restoration, it being presumed conclusively that any source data delivered to Buy Save has been backed up by duplicate material retained by Purchaser. (c) THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liabilities . THE SOLE AND EXCLUSIVE REMEDIES OF PURCHASER SHALL BE THOSE SPECIFICALLY SET FORTH IN THE WARRANTIES SECTION HEREOF. BUY SAVE'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, WHETHER RESULTING FROM BUY SAVE'S NEGLIGENCE OR OTHERWISE, SHALL NOT IN THE AGGREGATE EXCEED THE PURCHASE PRICE OF THE GOODS INVOLVED. If Buy Save is required to safeguard certain Goods under Section 11 hereof and its failure to do so results in the unauthorized manufacture or theft and misuse of such Goods, Buy Save's sole and exclusive obligation shall be to reimburse Purchaser for its direct and unrecoverable losses caused thereby, not to exceed a maximum aggregate for all occurrences of One Hundred Dollars (\$100). UNDER NO CIRCUMSTANCES SHALL BUY SAVE BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR LOSS OF BUSINESS OR PROFIT OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY COST OF MAILING LISTS OR POSTAGE ASSOCIATED WITH MASS-MAIL OR TARGETED-MAIL GOODS.

15. Indemnification . (a) Purchaser acknowledges that Buy Save has no control over, and is not responsible for, the manner in which the Goods will be used or otherwise dealt with by Purchaser. Purchaser therefore agrees to assume all responsibility for any and all sums which Buy Save and/or Purchaser become obligated to pay because of bodily injury or property damage caused by or resulting directly or indirectly from the use of the Goods or the failure of the Goods to comply with any safety or environmental laws or regulations. Purchaser shall indemnify and hold Buy Save harmless from and against any and all actions, claims, and demands arising out of or in any way connected with the use of the Goods. (b) If the Goods sold hereunder are manufactured in accordance with any specifications provided by Purchaser, Purchaser shall indemnify and hold Buy Save harmless against any claims or liability alleging that the manufacture, sale, or use of the Goods violates any state or federal law or infringes any patent, trademark, copyright, or other proprietary right of a third party. (c) Except as set forth in paragraph (b) above, Buy Save warrants that to the best of its knowledge the Goods manufactured by it do not infringe any U.S. letters patent except that no warranty is given with respect to business method or process or product patents unless expressly stated in the specifications. Subject to the further limitations set forth in Section 14 hereof, Buy Save's liability under this warranty shall be to indemnify Purchaser against any money judgment recovered against Purchaser up to the value of such Goods. If Purchaser is permanently enjoined against using the Goods, Buy Save shall, at its option, (i) modify the Goods to avoid the infringement, (ii) replace the infringing Goods or parts with non-infringing Goods or parts that will fulfill substantially the same function, (iii) obtain a license permitting the use of the infringing Goods or parts, or (iv) repurchase the affected

Goods at their original purchase price. This warranty applies only to the original Purchaser and is not transferable. All Goods supplied hereunder that are not manufactured are sold exclusively under the warranty that the manufacturer has given to Buy Save against infringement and only to the extent enforceable by Buy Save. Buy Save's liability under this warranty is conditioned upon Purchaser giving prompt notice of any claim of infringement, providing full information and assistance reasonably necessary to settle or defend any action for infringement, and permitting Buy Save at its option to undertake the defense of any such action.

16. Proprietary Rights . All materials, artwork, negatives, plates, designs, plans and drawings, software programs, equipment, machinery, and all other materials used by Buy Save to provide the Goods and any products and services, except if already owned by and provided by Purchaser to Buy Save, shall be and remain the exclusive property of Buy Save. Purchaser acknowledges that it obtains no right in or to such property of Buy Save nor does it have a license to use any such property of Buy Save. Purchaser shall not make any copies of such materials unless prior written permission is obtained from Buy Save and agrees not to permit any third party to have access to Buy Save's property without the prior written consent of Buy Save. Buy Save shall have the exclusive right to copyright, trademark, patent, or otherwise protect its property rights in such materials and may use it in any way it shall determine fit.

17. Security Interest . Until full payment of the purchase price for any Goods ordered pursuant to this Order, Buy Save shall retain a security interest in the Goods and may, at its option and without further agreement or signature by Purchaser, file evidence of such security interest pursuant to the Uniform Commercial Code. So long as Buy Save has a security interest, Purchaser shall keep the Goods in good condition and free from any other liens or encumbrances.

18. Assurances of Performance . If, in the judgment of Buy Save, the financial condition of Purchaser at any time does not justify continuation of production or shipment on the terms of payment originally specified, Buy Save may require full or partial payment in advance and, in the event of the bankruptcy or insolvency of Purchaser or in the event any proceeding is brought by or against Purchaser under the bankruptcy or insolvency laws, Buy Save may be entitled to cancel any order then outstanding, without liability whatsoever, and shall receive reimbursement for its cancellation charges.

19. Material Thickness Tolerance. Any product manufactured in Plastics Division utilizing lamination is subject to the industry standard variation in the overall thickness tolerance of + / - 10%.

20. Nonpayment . ( a) If the purchase price is not paid within fifteen (15) days from the due date, Buy Save reserves the right to charge the lesser of one and one-half percent (1.5%) or the maximum legal rate on all such sums from the date due until paid. (b) In the event of nonpayment, Buy Save shall have and may exercise all rights and remedies under the Uniform Commercial Code. Purchaser shall also be liable to Buy Save for all costs of collection, including reasonable attorneys fees and costs, incurred by Buy Save upon the default by Purchaser.

21. Credit . Buy Save reserves the right at any time to alter or suspend credit or to change any credit terms when, in its sole discretion, the financial condition of Purchaser so warrants. In any such case, Buy Save may require cash payment or additional security from Purchaser before shipment, may accelerate the date of any payment, and may withhold any shipment or further shipments and cancel any unfilled orders.

22. Buy Save Imprint . Buy Save shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Goods, except that Purchaser may, prior to the manufacture of special order goods, request that the imprint only be deleted.

23. Additional Warehouse Terms and Conditions . Upon request by Purchaser and Buy Save's acceptance thereof, Buy Save shall store in its warehouse the Goods or such portion of them as Purchaser may request upon such terms as may be agreed and the following additional terms: (a) Buy Save shall select from among its presently existing storage facilities and store the Goods at a location of its choice. (b) The charges for this warehouse service shall be invoiced separately and are immediately due and payable on receipt. The term of storage for any such Goods shall be for a period of six (6) months or less. If any Goods remain in storage longer than six (6) months with Buy Save's prior written consent, it is understood that any unpaid balance on such Goods will become immediately due and payable and additional monthly charges will be calculated at the prevailing rate as a percent of the purchase price of the Goods stored and billed accordingly. Emergency shipments will incur Buy Save's current flat charge per hour with a minimum charge to be billed and determined in connection with such shipment. The amount and condition of repayment of all warehouse storage charges which Purchaser requests to be billed as shipped shall be governed by the laws of the State of Kansas . (c) Buy Save shall report the Goods stored to the appropriate taxing authorities, and Purchaser shall file any declaration of value which may thereafter be required. Purchaser shall be liable for taxes assessed with respect to stored Goods. (d) Buy Save shall maintain fire and extended coverage insurance on all Goods stored in its warehouse. (e) Buy Save's liability for loss of or damage to stored Goods shall be limited to the cost of replacement of such Goods. (f) If the stored Goods are instruments to which the security procedures of Section 12 apply, Buy Save's responsibilities and liabilities shall be limited to those set forth in Section 14. (g) Upon receipt of Purchaser's requisition order, Buy Save shall deliver stored Goods in full carton quantities or any multiples thereof, except that no Goods shall be released from storage until all amounts then due with respect to the stored Goods have been paid.

24. Miscellaneous . (a) Assignment. Purchaser may not assign this contract, in whole or in part, without the prior written consent of Buy Save, and any attempted assignment or delegation by Purchaser shall be void and ineffective for all purposes. Buy Save reserves the right to transfer or assign, in whole or in part and without recourse by Purchaser against Buy Save, its rights, liabilities, and

obligations herein arising to a third party without prior written notice, and such assignment shall operate to release Buy Save from its obligations hereunder. Such transfer or assignment shall not create a right in Purchaser to demand assurances from the assignee. (b) Set-Off. Buy Save shall have the right to credit toward the payment of any monies that may become due Buy Save hereunder any sums which may now or hereafter are owed to Purchaser by Buy Save or by any subsidiary or other affiliate of Buy Save. (c) Waiver. Waiver by Buy Save of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Buy Save to exercise any right arising from any default of Purchaser hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time. (d) Invalidity. If any provision of these Terms and Conditions is held to be invalid, unenforceable, or against public policy, such provision shall be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from these Terms and Conditions and the balance of these Terms and Conditions shall remain in full force and effect.