

# General Terms and Conditions of Purchase of Siegwerk EIC LLC

## 1. Application of Terms and Conditions

No terms or conditions other than these General Terms and Conditions of Purchase shall apply to this Purchase Order between Siegwerk EIC LLC ("Siegwerk") and the supplier named herein (the "Supplier"). All terms and conditions contained in any prior proposal or in any acknowledgment of this Purchase Order that are different from or in addition to the terms and conditions of this Purchase Order are hereby rejected and shall not be binding on Siegwerk, whether or not they would materially alter this Purchase Order. Siegwerk hereby objects to all such conflicting or additional terms and conditions.

## 2. Revocation

Siegwerk may revoke this Purchase Order at any time prior to receipt of notice of acceptance by the Supplier. This Purchase Order does not constitute a firm offer within the meaning of Section 2-205 of the Uniform Commercial Code, as in effect in the State of Iowa.

## 3. Subcontractors

The Supplier may use subcontractors to fulfill all or a portion of its obligations under this Purchase Order only with the prior written consent of Siegwerk. The Supplier shall be fully responsible for the performance of any subcontractor.

## 4. Delivery

- 4.1 All materials to be delivered by the Supplier under this Purchase Order shall be properly packed for shipment. The Supplier shall be solely responsible for compliance with all regulations regarding shipping and delivery of the goods, including all customs requirements and all requirements regarding the transport of hazardous or toxic substances. The outer packaging shall indicate the order number and batch number for the items contained therein. The unit item number and unit load weight shall be attached or otherwise clearly displayed on each unit.
- 4.2 If any of the items ordered pursuant to this Purchase Order constitute or contain hazardous or toxic substances, as defined by any applicable Federal, State or local law, rule or regulation, the Supplier shall provide Siegwerk, at the time of delivery, all required notices and information, including, without limitation, all Material Safety Data Sheets in approved form. The Supplier agrees to maintain such information and shall provide Siegwerk with any amended, altered or revised information on a timely basis. When this Purchase Order or the specifications referred to herein require documentation or certification, such requirement is a material requirement of this Purchase Order, and the Supplier's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.
- 4.3 Unless otherwise specified in this Purchase Order, the price for the items includes all taxes and other charges such as shipping and delivery charges, duties, customer, tariffs, imposts and government-imposed surcharges.
- 4.4 The Supplier shall deliver to Siegwerk any important product information (and any amendments thereto), including any safety data sheets, handling instructions and labelling regulations, prior to delivery of the applicable items.
- 4.5 Title to the goods shall pass to Siegwerk upon delivery. Any purported retention of any interest in the goods delivered hereunder in favor of the Supplier shall be valid only if specifically agreed in writing by Siegwerk.
- 4.6 The Supplier must include a reference to Siegwerk's order number on all correspondence with or notices to Siegwerk relating to this Purchase Order or the items ordered hereunder.

## 5. Delivery Delay

- 5.1 Time is of the essence in the fulfillment of this Purchase Order. Siegwerk may cancel this Purchase Order if the applicable items are not delivered at the specified time. Siegwerk reserves the right to refuse deliveries made in advance of the delivery schedule. Siegwerk may return items shipped after the time specified for full credit at the Supplier's expense and risk of loss. Retention of all or any part of such items shall not be considered acceptance of same. Acceptance of any such items shall not be deemed a waiver of Siegwerk's right to hold the Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.
- 5.2 The Supplier shall timely inform Siegwerk in writing of any anticipated delay in delivery, which notice shall include the reasons for such delay and an estimate of the new delivery time. The Supplier shall be responsible for notifying Siegwerk of any documentation it may require from Siegwerk in order to deliver items ordered hereunder, including following up on any such documentation if Siegwerk has not provided same.

## 6. Transfer of Risk

Unless otherwise specifically agreed, transfer of risk of loss shall occur on a "delivery duty paid" basis, as such term is defined under the Incoterms of the International Chamber of Commerce (Incoterms 2010).

## 7. Weights and Volumes

The weights and volumes of the items delivered hereunder shall be determined by Siegwerk and shall be conclusive, absent manifest error.

## 8. Billing and Payment

- 8.1 Invoices shall be issued after delivery and shall state the order number and list separately all rebates, discounts, taxes and other items described in Section 4.3.
- 8.2 Invoices not in compliance with Section 8.1 shall not be deemed received by Siegwerk. Siegwerk shall be deemed to have received such invoices only after all necessary revisions have been made and compliant invoices are received by Siegwerk.
- 8.3 Unless otherwise agreed, Siegwerk will be entitled to a 2% discount for payments made within 14 days after date the goods are delivered or, if later, the date the invoice for such goods is received by Siegwerk. Siegwerk shall otherwise make payment within 60 days after the date of delivery or, if later, the date the invoice for such goods is received. Any payment made by Siegwerk does not constitute approval and acceptance of the items for which payment is made.
- 8.4 Siegwerk may, at any time, set-off any amounts the Supplier owes Siegwerk against any amounts Siegwerk owes to the Supplier or any of its affiliates.

## 9. Inspection; Warranties and Indemnification

- 9.1 The Supplier warrants that all goods provided hereunder have been produced and all services performed are in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and standards, including, without limitation, the Fair Labor Standards Act of 1938, as amended, and the orders and regulations issued pursuant thereto, and those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational safety and health.
- 9.2 The Supplier warrants that (i) it has clear title to all items furnished pursuant to this Purchase Order, (ii) such items are being delivered free and clear of any liens or other encumbrances, and (iii) neither such items nor the sale thereof to Siegwerk will infringe upon or violate any trademarks, patents, copyrights or other legal rights of any third party. The Supplier further warrants that all such items shall (a) conform to the Supplier's specifications and to the requirements of this Purchase Order, (b) be merchantable and fit for Siegwerk's or its customer's intended use, and (c) be free from defects in design, material and workmanship.
- 9.3 With respect to any non-conforming items, Siegwerk may, in its sole discretion, (i) require the Supplier to replace such items at the Supplier's sole expense, (ii) require the Supplier to repair such items at the Supplier's sole expense, (iii) remedy the defect itself at the Supplier's expense, and/or (iv) exercise all other rights it may have under this Purchase Order or applicable law.
- 9.4 To the fullest extent permitted by law, the Supplier agrees to indemnify, hold harmless, and defend Siegwerk and its affiliates, and their respective customers, directors, officers, employer and agents, from and against any losses, liabilities, costs, expenses, suits, actions, claims and other obligations and proceedings of any type whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties, and any attorneys' fees and other costs of litigation or arbitration, arising out of or in any way connected with (i) any breach by the Supplier of its warranties in Sections 9.1 or 9.2, or (ii) any injuries to persons or damage to property caused by the Supplier, its employees, agents, subcontractors, or in any way attributable to the performance or non-performance by the Supplier of its obligations under this Purchase Order.
- 9.5 The Supplier shall maintain commercial general liability insurance with a company rated "A-" or better by A.M. Best. Such policy shall have minimum coverage per occurrence of \$5 million for property damage and \$10 million for personal injury.
- 9.6 Statute of limitation shall be applied as provided for by law.

## 10. Termination

In addition to its other rights herein or under applicable law, Siegwerk may terminate this Purchase Order at any time, for any reason or no reason, upon 15 days written notice to the Supplier. In the event of a termination for convenience, the Supplier shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover the Supplier's reasonable costs of performance incurred prior to termination in connection with the items to which this Purchase Order relates. In no event shall the Supplier be entitled to recover incidental or consequential damages. The Supplier shall advise Siegwerk in writing of the Supplier's termination costs within ten days after receipt of the notice of a termination for convenience.

## 11. Confidentiality and Advertising

- 11.1 The Supplier shall treat as confidential all proprietary, non-public information, knowledge and materials, including technical and other data, techniques, trade secrets, know-how and other confidential documentation (together, "Information") received from or on behalf of Siegwerk or disclosed in any other way by Siegwerk or any affiliate or representative thereof, and shall not disclose any such Information to third parties, but use it solely for the purpose of executing this Purchase Order. The Supplier shall, if requested by Siegwerk, promptly return all Information delivered to it in tangible form, including documents, samples and specimens, without retaining any copies or notes. Siegwerk shall have and retain sole ownership of all intellectual property rights related to the Information.
- 11.2 Except as may be required by applicable law, the Supplier shall not include in any of its informational or advertising materials or otherwise disclose to any third party any of the terms of this Purchase Order or any other aspect of its business dealings with Siegwerk, without Siegwerk's express prior written consent.

## 12. Miscellaneous

- 12.1 Neither party to this Purchase Order shall assign or delegate any of its rights and duties hereunder without the other party's prior written consent.
- 12.2 The invalidity of any term contained in this Purchase Order shall not affect the enforceability of any of the other terms contained herein.
- 12.3 Any modifications or amendments to this Purchase Order shall be valid only if contained in a writing duly executed by Siegwerk.
- 12.4 This Purchase Order constitutes the entire agreement between the parties and contains all conditions of sale of the items described herein; no course of dealing or usage of trade shall be applicable unless expressly incorporated into this Purchase Order.

## 13. Applicable Law and Place of Jurisdiction

- 13.1 This Purchase Order shall be governed by the laws of the State of Iowa without regard to applicable conflicts of laws principles. The United Nations Convention on Contracts or the International Sale of Goods (CISG) shall not apply to this Purchase Order.
- 13.2 The Supplier hereby submits to the jurisdiction of the federal and state courts located in the State of Iowa.