

## TERMS AND CONDITIONS

These Terms and Conditions of sale (“T & C”) are applicable to the Sales Quote submitted by Imprint Enterprises, Inc. (“Imprint”) to and accepted by Customer (sometimes referred to separately as a “party” or collectively as “parties”):

1. **DEFINITIONS.** As used in this document, the following terms shall have the following meanings:

- a. “Acceptance” shall mean Customer’s signed acceptance of a Sales Quote and these T & C, and the agreement of Customer to be bound thereby, and to purchase from and pay Imprint for all Products and Services at the cost, including, if applicable, any tax and Delivery costs, stated in the Sales Quote. In lieu of signing a Sales Quote, Customer will be deemed to have accepted a Sales Quote and these T & C if Customer provides Imprint a purchase order based on such Sales Quote and Customer agrees that the terms of the Sales Quote and these T & C shall take precedence over such purchase order as described in Section 2 herein.
- b. “Customer” shall mean the buyer which has agreed to purchase from and pay Imprint for all Products (including, if applicable, taxes and Delivery costs) and/or Services referenced in the Sales Quote.
- c. “Products” shall mean bar coding and point of sale equipment and supplies, computer hardware, financial products, general office supplies, and any other equipment and supplies offered for sale from time-to-time by Imprint, and referenced in a Sales Quote.
- d. “Sales Quote” shall mean the written proposal submitted by Imprint to Customer setting forth the Products and Services, including quantities and prices, Imprint shall sell to Customer, and, if applicable, the taxes and Delivery costs.
- e. “Services” shall mean repair and other services offered for sale from time-to-time by Imprint and referenced in a Sales Quote.

2. **SCOPE OF T & C.** Customer’s Acceptance of the Sales Quote is expressly limited to the Sales Quote and these T & C. These T & C are in addition to, and not a replacement of, the Sales Quote. Subsequent to Acceptance of a Sales Quote by Customer, Imprint will provide to Customer the Products and/or Services specified in the Sales Quote, subject to these T & C. Any contrary provision, term or condition, other than those stated in the Sales Quote and these T & C, including, but not limited to, in any purchase order, acknowledgement or other document submitted by Customer to Imprint, or any course of dealing or course of performance between the parties or by either, or any trade practices, and all of the aforesaid, except for the accepted Sales Quote and these T & C, are hereby rejected by Imprint, and of no force and effect.

3. **PRICE AND PAYMENT TERMS.** All prices are stated in USD. The Products and Services, including quantity and price, shall be set forth in the Sales Quote. Unless otherwise expressly stated in the Sales Quote, all prices exclude shipping and taxes. Payment terms are net thirty (30) calendar days from the date of the invoice. Returned checks will be subject to a \$25.00 charge. Payments not made within thirty (30) days will be assessed interest at one and ½ percent (1.5%) per month on the late balance until paid in full. Accounts past due more than thirty (30) days may result in future Sales Quotes for Products and Services being placed on credit hold until all balances due have been paid in full. Unless expressly eliminated in the Sales Quote, all orders shall be subject to a 10% over/underage with respect to quantity of Products provided; it being acknowledged that invoicing will be based on actual quantities delivered.

4. **DELIVERY AND RISK OF LOSS; TITLE.** The Sales Quote shall describe delivery terms. The risk of loss to Products shall pass to Customer at such time as products leave Imprint’s facility or the facility of any manufacturer or distributor who ships directly to Customer. Title to Products shall pass to Customer only upon payment in full by Customer.

5. **CUSTOMER REMEDIES.** CUSTOMER’S EXCLUSIVE REMEDY FOR A DEFECTIVE PRODUCT IF PROPERLY RETURNED TO IMPRINT, OR FOR A FAILURE BY IMPRINT TO PROVIDE ANY SERVICE, SHALL BE THAT IMPRINT SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE DEFECTIVE PRODUCT, RE-PERFORM THE SERVICE, OR REFUND THE PURCHASE PRICE PAID FOR SUCH PRODUCT OR SERVICE.

6. **DISCLAIMER OF WARRANTIES.** IMPRINT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PURCHASED BY CUSTOMER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPRINT EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE PERFORMANCE OR QUALITY OF ANY PRODUCT OR SERVICE PURCHASED BY CUSTOMER UNDER A SALES QUOTE.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL IMPRINT BE LIABLE TO CUSTOMER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOSS OF USE, LOST PROFIT OR REVENUE, LOST GOODWILL, WORK STOPPAGE, BUSINESS INTERRUPTION, IMPAIRMENT OF OTHER PRODUCTS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT PRODUCTS OR SERVICES, OR CLAIMS OF CUSTOMER OR CUSTOMERS OF CUSTOMER FOR SERVICE INTERRUPTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES; AND IMPRINT'S TOTAL LIABILITY FOR DAMAGES UNDER A SALES QUOTE SHALL BE LIMITED TO THE PRODUCT AND SERVICE COSTS STATED ON THE SALES QUOTE.

8. **FORCE MAJEURE.** Imprint shall not be liable for any failure to perform or delay in performance of its obligations under the Sales Quote or these T & C to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.

9. **MISCELLANEOUS.**

- a. **Notices.** Any notice sent pursuant to the Sales Quote or these T & C shall be in writing and sent by certified mail, proper postage prepaid, return receipt requested, or by properly paid overnight mail, to the addresses on the Sales Quote, or to such address as either party may in the future designate in writing. Notices sent by certified mail shall be effective two (2) business days after being placed in the United States mail, and if sent by recognized overnight carrier, upon delivery.
- b. **Severability.** If and to the extent any provision of a Sales Quote or these T & C is held invalid or unenforceable at law, such provision will be deemed stricken from the Sales Quote or these T & C and the remainder of the Sales Quote or these T & C will continue in effect and be valid and enforceable to the fullest extent permitted by law.
- c. **Attorneys' Fees.** Imprint shall be entitled to recover from Customer Imprint's reasonable costs incurred, including costs of litigation and attorneys' fees, for any suit, action or proceeding arising out of or related to Customer's purchase of Products or Services, the collection of any sums past due from Customer to Imprint, the Sales Quote or these T & C.
- d. **Non-Waiver.** Failure by Imprint to demand compliance or performance of any term or condition of any Sales Quote or these T & C shall not constitute a waiver of Imprint's rights hereunder these T & C or a Sales Quote.
- e. **Binding Effect.** The Sales Quote and these T & C shall be binding upon and inure to the benefit of the parties, and their respective successors and lawful assigns.
- f. **Governing Law and Venue.** The Sales Quote and these T & C shall be governed by the laws of the State of Illinois, without reference to conflicts of law principles. Any law suit, action or proceeding arising out of or relating to the Sales Quote or these T & C shall be brought in a federal or state court in the jurisdiction where Imprint maintains its corporate headquarters, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.
- g. **Severability.** In the event any provision of the Sales Quote or these T & C is determined to be unenforceable, the remaining provisions of the Sales Quote or these T & C will remain in full force and effect.
- h. **No Assignment.** Customer may not assign its rights, interests or obligations under the Sales Quote or these T & C without the express written consent of Imprint.
- i. **Merger and Entire Agreement.** The Sales Quote and these T & C sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior agreements or understandings of the parties, as it pertains to this Sales Quote, whether written or oral.
- j. **Amendments.** The Sales Quote or these T & C may not be amended, supplemented, changed, or modified, except by in writing signed by the parties.