

**STANDARD TERMS & CONDITIONS OF SALE OF FOX RIVER ASSOCIATES, LLC,
an Illinois limited liability company (FRA)**

- 1. Deliveries.** Unless otherwise stated by FRA in writing, deliveries will be F.O.B. at the place of business (UCC terms) of FRA's converter stated in FRA's Quotation. All deliveries will be made via common carrier chosen by customer. All risk of loss to Products sold will pass to Purchaser upon delivery to the common carrier. Delivery schedules represent FRA's estimates only, and partial deliveries are permissible. FRA will not be liable for delay in delivery or shipment or delay otherwise in performance, or for damages suffered by Purchaser by reason of delay. Delivery also is subject to Articles 11 (Credit review; additional assurances) and 12 (Purchaser default/insolvency).
- 2. Prices.** Unless otherwise agreed by FRA in writing, prices are quoted with delivery terms as stated in FRA's Quotation. Prices do not include sales, use, excise, privilege, import duties, or any similar tax levied by government, and Purchaser shall pay any such applicable tax.
- 3. Payment terms.** Unless otherwise agreed by FRA in writing, the full purchase price for the Products will be due from Purchaser upon acceptance of the Products as provided in Article 4, within 30 days of FRA's invoice date. FRA may change or withdraw any extension of credit at any time in its sole discretion. Invoices not paid within 30 days of their due date are subject to carrying charges on the unpaid balance of 2% per month or the maximum rate permitted by law, whichever is less.
- 4. Purchaser acceptance; returns.** Unless otherwise agreed by FRA in writing, upon delivery of Products to Purchaser, Purchaser will have 5 days to inspect them and notify FRA of any discrepancy in quantity or damage apparent upon visual inspection (**Rejection Notice**). If they fail to provide FRA a timely Rejection Notice, they will be deemed to have accepted the Products. If they provide FRA a timely Rejection Notice, FRA will have 30 days from receipt to cure any valid quantity discrepancy or damage described in the notice (**Cure Period**). If within the Cure Period, FRA fails to cure a valid quantity discrepancy or damage issue described in the Rejection Notice, Purchaser will have no obligation to pay FRA the purchase price attributable to the missing or damaged Products.
- 5. Limited Warranty.** FRA warrants to Purchaser that for 180 days following the date of manufacture, each Product will conform in all material respects to specifications in the standard technical data sheet. If Purchaser alters or modifies a Product, in whole or in part, without FRA's prior consent or removes or alters any label, warning, sign, or instruction accompanying a Product, or fails to comply with Article 9 (Storage; Product Integration), FRA's warranty will be void. FRA's warranty is limited to Purchaser, is not transferable, and does not cover any Product in whole or in part, to the extent defective because of (a) an accident, abuse, misuse, negligence, or improper maintenance that is not caused by any act or failure to act by FRA; (b) use, maintenance, alteration, modification, or storage contrary to (i) these terms and conditions or (ii) any procedure, warning, or instruction in any manual, instruction sheet, label, or other material provided by FRA to Purchaser; or (c) improper or inadequate integration of the Product into any product manufactured by Purchaser (**Product Integration**). THE WARRANTY IN THIS ARTICLE IS EXCLUSIVE. FRA DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

6. **Purchaser's sole and exclusive remedy.** Provided that Purchaser notifies FRA of any breach of warranty by FRA under Article 5 as soon as practicable and in no event more than 30 days after Purchaser knew or should have known of such breach, FRA shall, at its option, repair or replace any Product that is non-conforming or defective under Article 5 or provide Purchaser a credit—to apply against future purchases—or refund in the amount of the purchase price attributable to the non-conforming or defective Product. Upon FRA's request, as a condition to FRA's performance under this Article, Purchaser shall ship each defective Product to a location and by a method designated by FRA, with FRA to bear the shipping charges. FRA also will bear the costs of shipping any replacement Products—but limited to UPS ground rates. If Purchaser wishes FRA to ship by any other means, Purchaser will bear shipping costs exceeding UPS ground rates. If any repair or replacement requires travel by FRA's employees or contractors to Purchaser's location, FRA will bear the related travel expenses and labor costs. The remedies described in this Article—of repair, replacement, or credit—will be Purchaser's sole and exclusive remedy for a breach of this agreement. The warranty period under Article 5 will not be extended by any repair or replacement.
7. **LIMITATION OF LIABILITY AND ACTIONS. THE MAXIMUM AGGREGATE LIABILITY OF FRA ARISING OUT OF OR OTHERWISE IN CONNECTION WITH ANY ORDER AND RELATED AGREEMENT AND PRODUCTS, IS LIMITED TO DIRECT DAMAGES FINALLY AWARDED IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCTS ("LIABILITY CAP"), SUBJECT TO THE FOLLOWING: (A) IN NO EVENT WILL FRA BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF USE, LOST PROFITS, REVENUES, HOWEVER CAUSED AND EVEN IF FRA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES; (B) THE LIMITATIONS IN THIS ARTICLE APPLY WHETHER THE ACTION IS FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, ANOTHER TORT, OR ANY OTHER FORM OF ACTION; (C) THE LIABILITY CAP AND OTHER LIMITATIONS ON DAMAGES IN THIS ARTICLE ARE INDEPENDENT OF THE REMEDY OF REPAIR, REPLACEMENT, AND CREDIT IN ARTICLE 6 AND WILL APPLY REGARDLESS OF WHETHER THOSE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE; (D) THE LIABILITY CAP AND OTHER LIMITATIONS ON DAMAGES IN THIS ARTICLE ALSO APPLY TO AN ACTION AGAINST A FRA AFFILIATE OR CONTRACTOR; (E) NO ACTION ARISING OUT OF OR OTHERWISE IN CONNECTION WITH ANY ORDER AND RELATED AGREEMENT AND PRODUCTS MAY BE COMMENCED AGAINST FRA OR ANY AFFILLIATE OR CONTRCATOR MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; AND (F) THE LIMITATIONS IN THIS ARTICLE APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
8. **Purchaser-Supplied Content; infringement indemnity.** Purchaser represents and warrants that any design, drawing, artwork, logo, illustrations, negatives, litho positive, rotogravure cylinders, flexographic plates, or other content provided to FRA to incorporate into or otherwise use in connection with any Product (*Purchaser-Supplied Content*) does not and will not infringe any current or future patent, copyright, trademark, service mark, trade dress, or other intellectual property right (collectively, *IP Right*) of a third party and has not been misappropriated from any third party. Purchaser hereby grants FRA a license to use and sub-license such Purchaser-Supplied Content as may be necessary to produce the Product for Purchaser. Within a reasonable time after a request by any or all of FRA and *FRA Related Parties*, Purchaser in addition shall hold harmless and fully indemnify each of them, from and against, shall compensate and reimburse each of them for, and shall pay on behalf of each of them, all loss, liability, damages,

and expense (such as costs of investigation and defense and reasonable attorneys' fees and expenses) (collectively, **Loss**) arising from or in connection with any (a) breach of its warranty and representation in this Article or (b) third-party claim alleging that any Purchaser-Supplied Content infringes any IP Right of a third party or misappropriates any trade secret of a third party. **FRA Related Parties** means FRA's Qpast, current, and future members, managers, directors, officers, employees, agents, contractors, suppliers, attorneys, subsidiaries, affiliates (including Fox River Associates, Ltd.), predecessors, successors, and assigns.

9. **Storage; Product Integration.** Purchaser shall store and maintain each Product according to FRA's written instructions. Purchaser also is solely responsible for determining whether each Product is appropriate for, and for all tasks relating to Product Integration; and for the design, testing, and manufacture of all products it sells that include any Product as a component (**End-Product**). FRA has no involvement in and disclaims all responsibility in that regard. Before integrating any Product into any End-Product, Purchaser must inspect and test the Product with such frequency and methods as are reasonably necessary to confirm that the Product conforms in all material respects to the specifications in the standard technical data sheet. Failure to do so will invalidate any applicable warranty. Purchaser, in addition, and at a minimum, must otherwise assure that each End-Product meets all applicable manufacturing and safety standards and warranties and other contract terms with customers, and have adequate procedures to isolate and recall any defective End-Products. Any improper or inadequate storage, maintenance, inspection, testing, Product Integration, or other failure by Purchaser to comply with any term of this Article will be at Purchaser's sole risk.
10. **Accidents; general indemnity.** FRA will have no liability for any resulting property damage or bodily injury, including any death. Purchaser shall notify FRA within 48 hours of any occurrence involving any Product that results in any property damage or bodily injury, including any death, and shall cooperate with FRA in determining the cause. Within a reasonable time after a request by any or all of FRA and FRA Related Parties, Purchaser in addition shall hold harmless and fully indemnify each of them, from and against, shall compensate and reimburse each of them for, and shall pay on behalf of each of them, all Loss in connection with any third-party claim for property damage or bodily injury, including death resulting therefrom, arising from Purchaser's negligence or breach of this agreement.
11. **Credit review; additional assurances.** FRA's performance under this agreement, including delivery of any Product, is subject to its ongoing credit review of Purchaser. Purchaser shall provide FRA with credit and related information as FRA may request from time to time. If Purchaser's financial condition becomes unsatisfactory to FRA, FRA, as a condition to any additional performance, may require that Purchaser make cash payments, provide additional security, and provide other assurances of its ability to pay and otherwise perform. FRA may treat Purchaser's failure to do so within a reasonable time following FRA's demand, as a repudiation by Purchaser, without any further obligation of FRA to perform.
12. **Purchaser default/insolvency.** In addition to any remedy available at law or in equity, FRA also may choose to forego delivering any or all of the Products to Purchaser and keep the amount of any payment made by Purchaser if, before Purchaser has paid FRA in full (a) Purchaser materially breaches any obligation under this agreement and fails to cure such breach within 7 days of notice by FRA of such breach; (b) Purchaser commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor law; (c) anyone commences an involuntary case against Purchaser under Title 11 of the United States Code or the corresponding provisions of any successor law and either (i) the case is not dismissed by midnight at the end of the 60th day after commencement or (ii) the court before which the case is

pending issues an order for relief or similar order approving the case; (d) a court of competent jurisdiction appoints a custodian (as the term is defined in Title 11 or corresponding provision of any successor laws) for all or substantially all of Purchaser's assets; (e) Purchaser makes an assignment of all or substantially all of its assets to such a custodian or otherwise makes an assignment for the benefit of creditors; or (f) Purchaser fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so. Purchaser in any of the circumstances described in this Article will have no right to the Products or to return of any payment.

13. Miscellaneous

- 13.1 *Law; forum.* This agreement, including its validity and construction, will be governed by the laws of the State of Illinois, without regard to conflicts-of-law principles. Any party bringing a legal action or proceeding against any other party arising out of or relating to this agreement must bring the legal action or proceeding in either the United States District Court for the Northern District of Illinois, Eastern Division, or the Circuit Court of Kane County, Illinois. Each party consents to the *exclusive* jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division and its appellate courts, and the Circuit Court of Kane County, Illinois, and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement. The exclusive choice of forum set forth in this Section, however, does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. Nor does it prohibit FRA from maintaining a legal proceeding in any other forum as may be necessary to repossess any or all of the Products. Each party also waives, to the fullest extent permitted by law (a) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this agreement brought in the Circuit Court of Kane County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- 13.2 *Force majeure.* If FRA is prevented by a **Force Majeure Event** from performing any one or more obligations under this agreement, FRA will be excused from performing those obligations, on condition that it (a) promptly notifies Purchaser of the occurrence of such Force Majeure Event, its effect on performance, and how long FRA expects it to last; (b) updates that information for Purchaser as reasonably necessary; and (c) during such a Force Majeure Event, uses reasonable efforts to limit damages to Purchaser and resume its performance under this agreement. Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that prevents FRA from performing any of its obligations under this agreement when using reasonable efforts to do so, except that a Force Majeure Event will not include FRA's financial hardship, an increase in prices, or a change of law.
- 13.3 *Assignment; delegation; third-party beneficiaries.* Purchaser may not assign any of its rights under this agreement or delegate any performance under this agreement, except with FRA's prior consent. Any purported assignment of rights or delegation of performance in violation of this Section will be void. FRA-Related Parties are third-party beneficiaries of Purchaser's promises under Articles 8 (Purchaser-Supplied Content; infringement indemnity), 9 (Storage; Product Integration), and 10 (Accidents; General Indemnity).

- 13.4 *Recovery of expenses.* In addition to any other relief awarded, FRA will be entitled to recover from Purchaser all expenses such as collection-agency and attorneys' fees and expenses that FRA incurs in connection with enforcing any obligation of Purchaser under this agreement.
- 13.5 *Notice.* All notices, consents, requests, waivers, agreements, objections, and other communications or deliveries required or permitted under this agreement (**Notice**) will be deemed effective only if in writing and sent by email and either certified mail, postage prepaid, return-receipt requested or overnight-delivery service (such as DHL, FedEx, or UPS), at the addresses for Purchaser and FRA stated in FRA's Sales Acknowledgment. A Notice is effective upon receipt. A Notice will be deemed received (a) if delivered by certified mail, or overnight-delivery service as stated above, upon receipt as indicated by the date on the signed receipt; or (b) if the receiving party rejects or otherwise refuses to accept the Notice, or if it cannot be delivered because of a change of address for which no Notice was given, then upon that rejection, refusal, or inability to deliver.
- 13.6 *Waiver generally.* A party may waive compliance by the other party with a provision of this agreement only in a writing that explicitly waives such compliance. No waiver will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.
- 13.7 **WAIVER OF JURY TRIAL. PURCHASER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE PRODUCTS. THIS WAIVER APPLIES TO ANY SUIT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COUNSEL.**
- 13.8 *Severability.* If any provision of this agreement is found by a court of competent jurisdiction to be partially or wholly unenforceable, that provision will be modified or restricted to the extent and in the manner necessary to render that provision valid and enforceable. That modification or restriction may be by the parties' agreement or, alternatively, by a court. If that provision cannot under any circumstances be modified or restricted, it will be excised from this agreement without affecting the validity or enforceability of the remaining provisions.
- 13.9 *Amendments.* No amendment to this agreement will be effective unless it is in writing and signed by the parties, except that any party may change its contact information for any notice, consent, waiver, or other communications or deliveries under Section 13.5 (Notice) by sending the other party written notice of such change.
- 13.10 *Entire agreement.* The agreement between the parties consists of the FRA Quotation, FRA sales acknowledgement, these Standard Terms and Conditions of Sale, and Purchaser's purchase order, but only to the limited extent expressly permitted under the FRA Quotation and sales acknowledgement. It is the entire agreement between the parties regarding the subject matter referred to in the agreement and the parties' related rights and obligations and supersedes all other agreements, whether written or oral, between the parties in that regard. Typographical and clerical errors are subject to correction, however. In entering into the agreement, Purchaser is not relying upon any representations or other statements of FRA or its employees, contractors, or agents other than those contained in the agreement.

