

DISPLAY PACK, INC.'S STANDARD TERMS OF SALE

1/04/2019 rev. 2.1

All sales and services by **DISPLAY PACK, INC.** ("DPI") are subject to the following Standard Terms of Sale. The term "**Goods**" refers to the product or products being sold or manufactured by DPI. The term "Goods" does not include products or other items supplied by Customer that are to be packaged by DPI ("**Customer Products**"). The term "**Customer Raw Materials**" refers to raw materials, components, ingredients or other items provided by Customer for incorporation in, or use in the manufacturing of, the Goods or for use in providing the Services. Customer Products and Customer Raw Materials will be referred to collectively as "**Customer Supplied Materials**". The term "**Services**" refers to DPI's services provided to Customer, which may include without limitation packaging Customer Supplied Materials or providing design services. The term "**Customer**" refers to the person or entity purchasing Goods or Services from DPI.

1. **Agreement.** If these terms constitute an acceptance, the acceptance is expressly conditioned on Customer's assent to any additional or different terms contained in this Agreement (as defined below). DPI objects to and will not agree to any terms that are additional to or different from these terms. If these terms constitute an offer, DPI expressly limits acceptance to the terms of the offer. If Customer has not otherwise agreed to these terms, Customer's acceptance of delivery of, or full or partial payment for, the Goods or Services will constitute Customer's acceptance of these terms. These terms include and incorporate the additional provisions set forth in the document entitled "Contractual Standards for Quality" as it may be updated and provided to Customer from time to time. The contract (or contracts) formed by these terms (including the Contractual Standards for Quality) and any other terms agreed upon by DPI in writing constitute a final, complete and exclusive statement of the terms of the parties' agreement (collectively, the "**Agreement**" or this "**Agreement**"). Any changes to this Agreement are binding only if made in writing and signed by the party to be charged.

2. **Orders.** All orders for Goods or Services must be in writing or given electronically. Orders include without limitation orders submitted through the DPI website located at www.displaypack.com ("**Online Orders**"). Customer will not be considered to have submitted an order until DPI's actual receipt (regardless of any backdating) of an order that is complete as to all required information. Customer is responsible for determining whether the ordered Goods or Services are suitable for Customer's needs. For Online Orders, before placing an Online Order, Customer will examine and test samples of the Goods or Services to be furnished by DPI and determine whether such Goods or Services are suitable for Customer's needs. All orders are subject to final approval by DPI. Upon approval, DPI will issue an acknowledgment with estimated delivery dates. All Orders (including Online Orders) may not be changed or canceled without the written approval of DPI. Customer shall be responsible for all expenses and losses (including lost profits) incurred by DPI as a result of any change or cancellation.

3. **Delivery of Customer Products.** Customer shall deliver all Customer Products to be packaged by DPI to DPI's Cedar Springs, Michigan facility during normal working hours, 8:00 a.m. to 4:30 p.m. Eastern time, Monday through Friday, excluding holidays. Unless otherwise specified by DPI, Customer Products shall not be delivered to DPI more than 90 days or less than three business days before scheduled production. Delivery of Customer Products is to be F.O.B. (Uniform Commercial Code term) DPI's facility. DPI will use commercially reasonable efforts to minimize loss and scrap of Customer Products. Customer shall deliver a sufficient quantity of Customer Products to permit packaging by DPI in a single run, unless otherwise agreed by DPI. DPI shall not be required to count Customer Products at the time of receipt. In the event of any shortage, Customer shall be responsible for any additional costs resulting from more than one run, including additional setup costs. If an overage is delivered to DPI, Customer shall be responsible for all shipping costs incurred in returning such overages to Customer. DPI is not responsible for receipt of any of Customer Products that are spoiled or damaged or that may interfere with or prevent DPI from performing the Services or supplying the Goods ordered. If Customer Products are not provided in time for scheduled production, DPI may invoice Customer for setup and breakdown charges. Customer shall be responsible for any delays or additional costs resulting from Customer Products being other than as expected by DPI.

4. **Customer Raw Materials.** If Customer desires to supply Customer Raw Materials for incorporation into the Goods or for use in providing the Services, Customer shall submit samples to DPI for determination of suitability. Customer shall furnish materials, shipment prepaid, with proper identification, including order number, Customer name and project name. DPI shall not be liable for the condition or performance of Customer Raw Materials and such Customer Raw Materials shall be excluded from the Warranty set forth below.

5. **Prices and Other Terms.** The prices of Goods and Services will be as quoted in writing by DPI. Quoted prices expire after 30 days or such other period as may be stated in writing and except as quoted, prices can be changed without notice. For Online Orders, the price including shipping and handling will be communicated when the Customer completes the Online Order. Unless otherwise agreed in writing by DPI, prices quoted are F.O.B. (Uniform Commercial Code term) DPI's shipping point and are exclusive of all federal, state, provincial, local or other taxes and charges of any kind, including without limitation sales, excise, use and property taxes and all import and export duties, tariffs, licenses, permits and fees levied on DPI, whether or not invoiced by DPI. Customer shall reimburse DPI for any such taxes and charges that are paid by DPI. Customer may not offset or recoup any claim against amounts due DPI. Quoted prices are based on the specifications, delivery terms, and other criteria set forth in or referred to in the quote or in this Agreement, and any changes may result in an increase in price. All quoted prices are in U.S. dollars. DPI reserves the right to increase its prices upon notice to Customer to reflect increases in DPI's costs. Stenographical or clerical errors are subject to correction.

6. **Payment Terms.** Unless otherwise agreed in writing by DPI, full payment of the purchase price is due 30 days from the date of DPI's invoice, without discount. For Online Orders, credit cards may be accepted as described on the DPI website. DPI reserves the right to assess a fee on all credit card payments, whether for Online Orders or other Orders. If at any time DPI determines that Customer's financial condition or credit rating does not merit a sale on credit, DPI may require advance payment. A service charge of 1.5% per month (or, if lower, the maximum rate permitted by law) may be assessed on all past due accounts, and DPI will be entitled to suspend performance under this or any other agreement with Customer until Customer's account is fully paid. DPI will be entitled to the payment of all expenses and actual attorney fees incurred in the collection of any delinquent account. DPI may establish a credit limit for Customer, and if DPI does establish a credit limit, such credit limit will be subject to change at any time without notice.

7. **Delivery and Delay.** Unless otherwise agreed by DPI in writing, the Goods are sold F.O.B. (Uniform Commercial Code term) DPI's shipping point. Risk of loss to the Goods shall pass to Customer upon delivery of the Goods to the carrier and Customer has the responsibility for filing claims for loss or damage in transit. Risk of loss to Customer Supplied Materials shall remain with Customer during the entire term of this Agreement and no relationship of bailor and bailee or any similar arrangement shall be created by or deemed to arise as a result of this Agreement. Shipping dates are estimates only. DPI may ship all of the Goods at one time or in portions from time to time. DPI has the right to determine the method of shipment and routing, unless otherwise directed by the Customer. For Online Orders, DPI will ship Online Orders via FedEx Ground as 1 day or 2 day deliveries (depending on Customer's selection) within the contiguous 48 US states. For Online Orders, Customers may request other options for delivery including: (a) Less than Truckload (LTL), for specific Online Orders quantities as specified on the website, or (b) other options for shipments outside the contiguous 48 states. Customers may make this request by calling the DPI Customer Service Department at 616-451-3061 or sending an email to Info@displaypack.com. All deliveries are subject to modifications or cancellation due to events beyond DPI's control. If DPI cannot finish and ship the Goods on the estimated shipping date due to causes not under DPI's direct control, the estimated time of delivery will be extended accordingly and DPI will not be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver. If Customer causes or requests delay in the manufacture or shipment of Goods or DPI's performance of Services, Customer shall pay DPI for all resulting costs and damages, including without limitation, payment of reasonable storage expenses for the Goods and Customer Supplied Materials during the period of delay or interruption. Upon any suspension or delay, DPI may invoice Customer for expenses to date including expedited shipping, labor, raw materials, and other items, and a reasonable charge for any storage. Customer shall, at its sole expense, unload all Goods delivered by DPI. For all orders other than Online Orders, any claims for shortages must be made within 5 business days of delivery to Customer. For Online Orders, any claims for pricing errors or shortages must be made within 5 business days of receipt of shipment and, at delivery, must be noted upon the carrier's bill of lading and any other shipping paperwork evidencing acceptance of delivery. In accordance with industry standards, DPI shall have the right to ship $\pm 10\%$ without liability to Customer unless DPI agrees otherwise in writing.

8. **Returns.** Customer may not return Goods without prior written approval from DPI and issuance of a Return Materials Authorization number. If DPI decides to accept returned Goods, DPI may impose conditions and fees for such returns, including without limitation restocking fees, and Customer will be responsible for all shipping charges. Goods not approved for returns will be shipped freight collect to the Customer or disposed of at Customer's request.

9. **Security Interest.** DPI retains a security interest in all Goods to secure payment of the purchase price for the Goods and all other indebtedness owing at any time to DPI. DPI also retains a security interest in all of Customer Supplied Materials in DPI's possession to secure payment of the purchase price for the Goods and all other indebtedness owing at any time to DPI. DPI may file financing statements evidencing either or both of these security interests. If Customer does not make payments as required, DPI may withhold all Goods and Customer Supplied Materials in its possession and charge Customer reasonable storage expenses.

10. **Customer's Obligations.** Customer agrees that (a) before using the Goods, Customer shall determine the suitability of the Goods for Customer's intended use and shall assume all risk and liability whatsoever in connection with that determination; (b) Customer shall use the Goods in accordance with any instructions included with the Goods or otherwise communicated to Customer; and (c) Customer shall use the Goods in accordance with the requirements of all applicable federal, state, provincial, local and other laws, rules and regulations. Customer further agrees that it will not remove or change any safety devices, warnings or operating instructions placed on the Goods by DPI.

11. **Warranty; Limitations.** For all orders other than Online Orders, DPI warrants that the Goods shall be free from defects in material and workmanship under proper and normal and recommended use for a period of 90 days from the date of shipment. For Online Orders, DPI warrants that the Goods shall be free from defects in material and workmanship at the time sold by DPI. Goods shall be considered defective only if a defect exists that materially impairs the value of the Goods to Customer and does not comply with agreed upon specifications (or, if none, does not comply with normal industry tolerances or standards). In accordance with the terms of this limited warranty ("**Warranty**"), for all orders other than Online Orders, DPI will, at its option, either replace any such defective Goods or parts thereof or issue Customer a credit for the purchase price of the defective Goods, provided that written notice of the defect is received by DPI within 30 days of the appearance of such defect and within the 90-day warranty period. For Online Orders, DPI will only replace any defective Goods or parts thereof if notice is received by DPI within 30 days after the Customer receives the Goods. For all orders, if notice is not given by the required deadlines set forth in this paragraph, any claim for breach of warranty is waived and DPI shall not be liable. Any Goods which satisfy an agreed pre-production approval process ("**PPAP**") criteria will be deemed to have been accepted and are not defective. Upon receipt of notice of a possible defect in the Goods, DPI shall issue instructions for their disposition. No Goods shall be returned to DPI without its prior consent. Transportation charges for return and replacement under the Warranty will be borne by DPI if the Goods are defective. Under no circumstances will DPI's liability exceed the purchase price of the defective Goods. DPI makes no warranties and shall have no liability concerning Customer Supplied Materials.

EXCEPT AS PROVIDED ABOVE, WHICH SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECTIVE GOODS OR ANY BREACH OF WARRANTY, DPI MAKES NO WARRANTIES AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS OR SERVICES. DPI shall have no tort liability to Customer with respect to any of the Goods or Services and shall not be liable for consequential or incidental damages arising from any product defect, delay, nondelivery, recall or other breach. Customer shall have no right of rejection or of revocation of acceptance of the Goods.

12. **Insecurity and Adequate Assurance.** If DPI believes in good faith that it has grounds for insecurity as to Customer's performance, then Customer shall provide adequate assurance of due performance within 5 days after DPI demands the assurance, which shall be considered to be a reasonable time. Customer's failure to do so shall be considered to be a repudiation by Customer of this Agreement and of all other then-existing contracts, orders or releases that provide for Customer to purchase Goods and/or Services from DPI ("**Outstanding Contracts**"). "Grounds for insecurity" include, without limitation, (a) Customer's failure to make a payment to DPI or to perform another obligation under the

Agreement or an Outstanding Contract; (b) Customer's insolvency; (c) a deterioration in Customer's financial condition after the Agreement was entered into; or (d) Customer's failure to provide financial statements and other financial information to DPI promptly upon DPI's request. "Adequate assurance of due performance" includes, without limitation, providing a letter of credit or comparable security for all obligations of Customer that then exist or that will arise in the future under this Agreement or under all Outstanding Contracts.

13. Indemnification. Customer shall indemnify and hold DPI harmless (and defend DPI if so requested) with respect to any claim, loss, damage, judgment, liability or expense (including attorney's fees and costs) suffered or incurred by DPI as a result of, or in connection with, (a) any act, omission or use of the Goods by Customer, its employees or customers or the end users; (b) any incorrect, misleading, faulty or legally insufficient labeling or other information supplied or approved by Customer to DPI for inclusion on the Goods or Customer Supplied Materials; (c) any breach of this Agreement by Customer; (d) any actual or alleged defect or other claim related to the Customer Supplied Materials; or (e) any claim by any third party that the Goods, Services or Customer Supplied Materials infringe, misappropriate or violate any patent, trademark, copyright or other intellectual property right of any third party anywhere in the world.

14. Intellectual Property; DPI Property. DPI is the sole and exclusive owner of all intellectual property and all intellectual property rights relating to the Goods or Services, all packaging and other materials associated with the Goods or Services, and all manufacturing, packaging or other processes associated with the Goods or Services, except and only to the extent that Customer has specifically provided DPI with items for inclusion in or on the Goods or has specifically directed DPI in the manner of preparation or manufacture of the Goods. Without limiting the general nature of the foregoing, DPI's sole and exclusive ownership shall extend to all inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software, works of authorship and other intellectual property that DPI solely or jointly with others creates, conceives or develops (a) in the course of DPI's design, development or manufacture of the Goods, (b) in the course of DPI's design, development or manufacture of packaging or promotional materials for the Goods or (c) in DPI's performance of Services for Customer. Customer assigns, and agrees to assign, to DPI all right, title and interest that Customer now has or in the future acquires in the intellectual property or in any related intellectual property rights. To the extent that (x) Customer retains any intellectual property rights in the Goods, (y) Customer has supplied or directed DPI to use any material in the Goods, or (z) Customer Supplied Materials are involved; then Customer shall defend any suit or proceeding brought against DPI based on a claim of a third party that the Goods, the Customer Supplied Materials, or any material character or symbol included in or on the Goods or the Customer Supplied Materials infringes on any patent, trademark, copyright or other intellectual property right of a third party. Customer will pay all damages and costs awarded against DPI in any such suit or proceeding. Any drawings, specifications, documents, film, artwork, electronic data files, and other information (collectively, "Information") and any tooling, equipment, dies, molds, forms, and other property (collectively, "Tooling") that DPI shall create or furnish to or acquire from Customer in connection with Customer's purchase of the Goods or performance of the Services shall remain DPI's property, unless otherwise agreed in writing.

15. Retention of Information and Tooling. DPI shall have the right at any time to discard, delete, or otherwise dispose of Information or Tooling that it owns. To the extent that Customer (or any subsequent customer of Customer) has any ownership or other rights in any Information or Tooling, DPI shall have the right to discard, delete, or otherwise dispose of such Information or Tooling upon the earlier of (a) notification by the Customer that it no longer requires the Information or the Tooling, (b) one year from the date of the last order or release of Goods or Services in which the Information or Tooling was used, or (c) 30 days following written notification to Customer of DPI's intention to dispose of the Information or Tooling. Customer waives any statutory or other rights that it may have to the Information or Tooling, including without limitation MCLA § 445.611 et seq. regarding plastic dies, molds or forms. Nothing in this paragraph shall be construed to limit DPI's right to enforce any lien on the Information or Tooling that DPI may have under any agreement between the parties or under applicable law. Except as required by ISO registrations, DPI is not responsible for any loss of or damage to any Information or Tooling while in DPI's possession. Accordingly, Customer agrees it will not provide DPI with the original or sole copy of any Customer-owned Information or Tooling.

16. Customer Supplied Materials. Customer represents and warrants to DPI that: (a) the Customer Supplied Materials shall be merchantable, fit for their particular purposes, unadulterated and free from all faults and defects; (b) the Customer Supplied Materials shall conform to any samples, specifications or other requirements that are referred to in DPI's order or that DPI has otherwise specified or agreed to in writing, or, if not stated, to standard commercial specifications; (c) the Customer Supplied Materials, their manufacture, packaging and shipment shall comply with all applicable laws or regulations, including but not limited to applicable provisions of laws and regulations under the Federal Food, Drug, and Cosmetic Act ("FD&C Act") and the Food Safety Modernization Act; and (d) the Customer Supplied Materials are guaranteed by Customer, as of the date of delivery, to be, on such date, not adulterated or misbranded within the meaning of the FD&C Act, and not an article which may not, under the provisions of section 404, 505, or 512 of the FD&C Act, be introduced into interstate commerce.

Notwithstanding anything to the contrary in this Agreement, (x) DPI is not responsible for any defects, non-conformities, defaults or other matters related to the Customer Supplied Materials and DPI shall have no liability to Customer or to other third parties to the extent of any defects, non-conformities, defaults or other issues related to the Customer Supplied Materials; and (y) DPI shall not be liable or responsible in any manner to Customer or any third party to the extent attributable to the fault of the Customer Supplied Materials or Customer. By way of example, DPI shall not be considered to be in default of this Agreement or liable for any defects or non-conformities to the extent attributable to the Customer Supplied Materials. Further, DPI shall not be considered to be in default of this Agreement or liable for failure to deliver Goods or provide Services on a timely basis if the delay was attributable to DPI's failure to receive Customer Supplied Materials on a timely basis.

17. No Consequential Damages; Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, (a) DPI shall not be liable to Customer or any other person or entity for any lost profits or other consequential, incidental, special, punitive or exemplary damages arising out of or related to this Agreement, the Goods or the Services; and (b) in addition to the provisions of the preceding clause, Customer agrees that the aggregate liability of DPI for any and all types of liabilities related to or arising out of this Agreement, the Goods or the Services shall not exceed in the aggregate 2 times the price paid by the Customer to DPI for the Goods and/or Services at issue that resulted in alleged liability to DPI.

18. Termination; Obligations on Termination. (a) Either party shall have the right to terminate this Agreement without reason or cause by giving the other party 10 days advance written notice of such termination. (b) Either party may terminate this Agreement immediately by written notice to the other party, if such other party breaches this Agreement in a material manner. (c) Either party may terminate this Agreement immediately by written notice to the other party if the other party becomes insolvent, becomes subject to a voluntary or involuntary bankruptcy proceeding, becomes subject to a receivership proceeding, has its assets come under the control of a trustee, custodian or other third party or otherwise becomes subject to any other insolvency proceeding. (d) Upon the expiration or termination of this Agreement for any reason, Customer shall, within 10 days after DPI's demand, pay DPI (i) for any Goods produced or in process, or any Services performed, before the effective date of the expiration or termination; plus (ii) an amount equal to DPI's cost for any remaining raw materials or work-in-process related to the Goods; plus (iii) the costs of any non-cancellable orders that were directed to DPI's suppliers or vendors together with any cancellation costs that DPI may incur from its suppliers or vendors.

19. Remedies of DPI. DPI's rights and remedies shall be cumulative and may be exercised from time to time. In a proceeding or action relating to a breach of this Agreement by Customer, Customer shall reimburse DPI for reasonable costs and attorney's fees incurred by DPI. No waiver by DPI of any breach by Customer shall be effective unless in writing nor operate as a waiver of any other breach of the same term thereafter. DPI shall not lose any right because it has not exercised it in the past.

20. Applicable Law and Venue. This Agreement shall be governed by and interpreted according to Michigan law, without regard to conflict of laws principles. Any lawsuit arising out of this Agreement, the Goods or the Services shall be brought in a federal or state court whose district includes Kent County, Michigan, and Customer irrevocably consents that such court shall have personal jurisdiction and venue over Customer and waives any objection that such court is an inconvenient forum. Any action that Customer brings against DPI for breach of this Agreement or for any other claim that arises out of or relates to the Goods or the Services must be brought within 1 year after the cause of action accrues.

21. Force Majeure. DPI shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, strike, fire, riot, civil commotion, insurrection, war, weather, embargo, inability to obtain transport, government requirements, acts of God or other activities beyond DPI's reasonable control (collectively, a "**Force Majeure Event**"). DPI will not be held responsible for current pricing contracts in this situation. Additionally, Customer acknowledges and agrees that, in the event of a Force Majeure Event, DPI may increase the price to Customer due to effects of the Force Majeure Event.

22. Miscellaneous; Confidentiality. If any provision of this Agreement is found to be invalid or unenforceable under any law, the provision shall be ineffective to that extent and for the duration of the invalidity or unenforceability, but the remaining provisions shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Agreement without prior written consent of DPI. This Agreement shall be binding upon and inure to the benefit of DPI and Customer and each of their legal representatives, successors and assigns. DPI is acting as an independent contractor in the provision of Goods and Services hereunder and nothing herein shall be construed to constitute Customer and DPI as principal and agent, joint venturers or partners, nor shall any similar relationship be deemed to exist between them. Each party will maintain as secret and confidential, and will not disclose to any person or entity without the other party's written consent, any confidential information of the other party; *provided, however*, that the foregoing shall not apply to confidential information that (a) is publicly known at the time of disclosure to the receiving party; (b) becomes public knowledge without breach by the receiving party; (c) is known to the receiving party at the time of the disclosure and is not subject to any restriction which would be violated by its disclosure; (d) is lawfully obtained, without restriction which would be violated by the disclosure by the receiving party, from a third party not affiliated with the disclosing party; or (e) is independently developed by employees of the receiving party who have not had access to the confidential information or by third parties unrelated to the disclosing party.