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Terms and Conditions of Purchase

1. SCOPE

- 1.1 In the following the term "**Buyer**" shall refer to such company, as mentioned below, that is purchasing goods or services:

delfort usa Inc., Charlottesville, US

Mundet Inc., Colonial heights, US

Mundet Tennessee, Inc., Surgoinsville, US

Roslyn Converters Inc., Colonial heights, US
and

delfortgroup printing services, Inc.,
Greensboro, US

- 1.2 These Terms and Conditions of Purchase, and the written purchase order or agreement that accompanies, attaches, or incorporates them ("**Purchase Order**"), constitute the terms of an offer by Buyer.
- 1.3 This offer expressly limits acceptance to the terms of the offer, and Buyer hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. Any different or additional terms contained in any responds to this offer or invoice of Purchaser issued in connection with the purchase of Goods and Services shall, even if expressly so stating, not override or supplement these Terms and Conditions of Purchase.
- 1.4 If these Terms and Conditions of Purchase, and the Purchase Order are construed as an acceptance, this acceptance is expressly conditioned on Seller's assent to any different or additional terms, express or implied, in these Terms and Conditions of Purchase and the Purchase Order.
- 1.5 These Terms and Conditions of Purchase, and the Purchase Order will be referred to in this document collectively as the "**Contract**" and they are the sole and exclusive terms on which Buyer agrees to be bound.
- 1.6 This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Goods covered under this Contract, by the seller ("**Seller**") who is to supply the goods, materials, machinery, equipment (collectively, the "**Goods**") and attendant services ("**Services**") pursuant to the terms of this Contract.
- 1.7 Except as otherwise expressly set forth in this Contract, Buyer shall have no obligation to purchase any specific quantity of Goods from Seller and Buyer shall be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers.

2. WARRANTIES

- 2.1 The Seller warrants that, from the date of tender of delivery of the Goods and for a period of 36 months thereafter, all Goods (i) shall be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Buyer); (ii) shall conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (iii) shall be fit for the particular purpose(s) for which the Goods are required, and Seller acknowledges that Buyer is relying on the Seller's skill or judgment to furnish suitable Goods; (iv) shall be composed of all new components; (v) shall be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (vi) shall be manufactured and sold in compliance with all applicable federal, state and local laws, regulations or orders, and trade standards applicable to the Goods.
- 2.2 Seller warrants that all Services provided in connection with this Contract will be performed in a professional and competent manner and in accordance with the highest standards of the industry.
- 2.3 The warranties set forth in this Section 2 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section 2, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable services.
- 2.4 In case of failure of Seller (i) to replace the defective or non-conforming Goods, (ii) to repair /re-perform the applicable services, or (iii) to supply machinery and equipment that meet certain pre-agreed performance parameters, Buyer may terminate the Contract without prejudice to any claims for damages, losses, costs and expenses.

3. PRICE

- 3.1 Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type shall be added without Buyer's prior express written consent, including but not limited to, charges for packaging, labeling, custom duties, taxes, storage, insurance, boxing, unloading, installation and testing.
- 3.2 If during the term of this Contract, Seller sells goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Seller shall immediately extend such lower prices to Buyer.



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4. DELIVERY

- 4.1 Seller shall deliver the Goods to the address specified in Buyer's Purchase Order ("**Delivery Point**"). All Goods shall be delivered in strict conformity with the dates listed on Buyer's Purchase Order. Time for delivery is of the essence.
- 4.2 Seller shall furnish, in due time and in due form, all documents required by Buyer to obtain official authorizations, as well as all other authorizations Buyer may need from third parties to complete and/or operate facilities.

5. TITLE AND RISK OF LOSS

Title and risk of loss passes to Buyer upon delivery of Goods at the Delivery Point.

6. REJECTION AND REVOCATION OF ACCEPTANCE

- 6.1 Buyer has the right, before payment or acceptance of the Goods, to inspect and test the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods, nor the failure to do so, before delivery to Buyer constitute acceptance of any Goods, or relieve Seller from exclusive responsibility for furnishing Goods in strict conformance with Buyer's specifications.
 - 6.2 If, in Buyer's judgment, the Goods or the tender of delivery fail in any respect to conform to the Contract, Buyer may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Seller agrees that any notification of nonconformity by Buyer, in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller shall be responsible for any losses resulting from the nonconformity.
 - 6.3 If Buyer requests an acceptance test for machinery and equipment, such a test shall be expressly agreed with Supplier in writing prior to the conclusion of the Contract. In the absence of any provision to the contrary, the acceptance test shall be performed at the premises of Buyer and/or at a place determined by Buyer, during normal working hours. The test shall be carried out according to best practice for such acceptance tests in the relevant industry.
7. All invoices shall be issued after Buyer's acceptance of delivered products or services. Seller shall submit to Buyer correct and complete invoices, supporting documentation, and other information reasonably required by Buyer in connection with the delivery of the Goods. Buyer may withhold payment until such documents are received and verified.
- 7.1 Payment will be made within agreed payment terms upon receipt of an acceptable invoice. The Buyer is entitled to withhold payment until identified defects are remedied to Buyer's full

satisfaction. For the duration of the warranty period, the Buyer may either withhold up to 10% of the overall contract value as an interest-free guarantee deposit or request Purchaser to place a warranty bond for the same amount and time period in form of an irrevocable and unconditional bank guarantee payable on first demand.

- 7.2 Any cash discounts shall be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Goods shall be considered good cause for withholding payment without losing cash discount privileges.
- 7.3 Buyer shall have the right, at any time, to set off and apply against any monetary obligations that Buyer owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Buyer.

8. AUDITS

Buyer has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Seller's obligations under this Contract. Such records shall be kept by Seller for a period of at least seven years after the expiration, cancellation or termination of this Contract, or for such longer periods as may be required by law. Seller agrees to provide reasonable assistance for such audits.

9. TAXES

- 9.1 Seller shall bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Buyer on behalf of any taxing jurisdiction, Seller shall provide to Buyer invoices which separately state and clearly indicate the amount of tax and Buyer will remit any such tax to Seller.
- 9.2 Seller shall have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable.
- 9.3 Notwithstanding whether Seller must collect sales and use tax from Buyer, Seller shall state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Goods were provided. If applicable, in lieu of payment for any sales and use tax, Seller shall accept a properly executed exemption or direct pay certificate from Buyer. The determination of whether an exemption or direct pay certificate will be submitted to Seller



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in lieu of payment for any sales and use tax will be made by Buyer on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under this Contract, or upon the Goods provided hereunder, shall be the responsibility and liability of Seller.

10. CONFIDENTIALITY

- 10.1 During the term of this Contract and for five years after its cancellation, termination or expiration, Seller shall not make use of Buyer's Confidential Information (as hereinafter defined) for purposes other than the fulfillment of the obligations under this Contract, or disclose to any person or entity, other than those of its employees who have a need to know, any Confidential Information, whether written or oral, which the Seller obtains from Buyer or otherwise discovers in the performance of this Contract. "**Confidential Information**," as used in this Contract, shall mean all information relating to Buyer's business which is not generally available to the public. Confidential Information includes information that Seller possesses that predates this Contract. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to Seller prior to disclosure by Buyer; or (b) rightfully obtained by Seller from any third party; or (c) made available by Buyer to the public without restrictions; or (d) disclosed by Seller with prior written permission of Buyer; or (e) independently developed or learned by Seller through legitimate means; or (f) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction.
- 10.2 Seller shall provide reasonable prior written notice to Buyer if it is required to disclose any of Buyer's Confidential Information under operation of law. Buyer expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.

11. LIMITATION ON USE OF PAYMENT

Seller shall not pay or offer to pay, directly or indirectly, any money, property or anything of value to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to this Contract or any supplement or amendment hereto. Seller shall not make any payments or enter into any transactions in connection with this Contract that are illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery. If Seller breaches the terms of this provision, Buyer may immediately terminate this Contract without any liability.

12. INTELLECTUAL PROPERTY

- 12.1 If Seller makes modifications to the specifications or any process related to the Goods specifically for Buyer at Buyer's request ("**Custom Work**"), Buyer owns the Custom Work. Seller hereby assigns and, to the extent any such assignment cannot be made at present, agrees to assign, to Buyer all rights, title and interest in the Custom Work and represents and warrants that: (a) the Custom work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Buyer.
- 12.2 If Seller furnishes a pre-existing design for the Goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Buyer a permanent, paid-up, nonexclusive, worldwide, royalty-free license for the purpose of using the Goods including in the manufacturing of products by Buyer and the subsequent marketing and sale of such goods.

13. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, agents, representatives, successors, assigns, and customers ("**Indemnitees**") from and against all liabilities, damages, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("**Claims**"), that arise out of or are related to: (i) the Goods, liens on Goods, defects in the Goods or the manufacture, delivery, delay in delivery, or use of the Goods; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Seller hereby expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, or employees of Seller encompassed by this Indemnification paragraph 13.

14. INSURANCE

Seller agrees to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith ("**Insurance**") with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer



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evidencing the insurance coverage specified in these Terms.

15. FORCE MAJEURE

Neither party shall be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The party affected by an event under this paragraph shall furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Seller is unable to perform for any reason, Buyer may purchase the Goods from other sources and reduce its purchases from Seller accordingly without liability to Seller. In the event that non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party.

16. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS

- 16.1 Seller warrants: (i) that any chemical substance or mixture delivered to Buyer pursuant to this Contract is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (ii) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (iii) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (iv) that Seller will ascertain and furnish all information about Goods required by Buyer to comply with all safety-related laws and regulations, including those relating to applicable right-to-know laws (e.g. California Proposition 65) as well as those governing occupational safety and health, and hazardous materials, and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter.
- 16.2 Seller agrees that it shall, upon Buyer's request, accept the return of unused toxic or hazardous

chemical substances or mixtures delivered to Buyer's pursuant to this Contract. Unless approved in writing by Buyer's location manager prior to shipment, Seller shall not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less.

17. DATA PRIVACY

Seller warrants that Seller's processes, services and treatment of all personal data it receives, accesses and/or processes on behalf of Buyer and/or Buyer's employees, customers or suppliers, comply with applicable laws of all states and countries regarding personal data ("**Privacy Laws**") and that it shall use best efforts to continuously comply with such Privacy Laws.

18. IMPORT/EXPORT COMPLIANCE

In the absence of any agreement between the parties to the contrary Buyer will not be a party to the importation of the Goods, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Seller will neither cause nor permit Buyer's name to be shown as "Importer of Record" on any customs declaration. Seller will provide Buyer with all information and records relating to the Goods necessary for Buyer to fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements. Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of Goods, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.

19. INDEPENDENT CONTRACTOR/SUBCONTRACTS

Seller is and will remain an independent contractor of Buyer. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Buyer. Seller shall obtain Buyer's written permission before subcontracting any portion of this Contract. Except for the insurance requirements in this Contract, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to the terms and conditions of the Contract. No subcontract or order will relieve Seller from its obligations to Buyer, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Buyer.

20. SAFETY

Seller shall provide all safeguards, and take all precautions, in connection with the production and delivery of the Goods sold to prevent the occurrence of any accident, injury, death, loss, or



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damage to persons or property and Seller shall be solely responsible for any such occurrences. Seller warrants that all Goods delivered hereunder will be in compliance with all Buyer requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Buyer. Seller agrees to immediately notify Buyer of any actual or possible safety problems with the Goods delivered hereunder.

21. CHANGES

Buyer may, at any time, make written changes to the general scope of the Contract, and Seller shall continue performance of the Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly.

22. TERMINATION AND CANCELLATION

Buyer may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller shall immediately cease production and delivery of all Goods indicated in the notice of termination and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Buyer will pay Seller, on a pro rata basis, for Goods delivered as of the date of termination.

23. MERGER AND MODIFICATION

This Contract is intended to be the complete, exclusive, and fully integrated statement of the parties' agreement regarding the Goods. As such, it is the sole repository of the parties' agreement, and they are not bound by any other agreements, promises, or representations of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. This Contract may not be modified except by a writing signed by the parties.

24. ANTI-WAIVER

No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.

25. CUMULATIVE REMEDIES

The rights and remedies of Buyer hereunder shall be cumulative and in addition to all other rights and remedies of Buyer, at law, in equity or otherwise.

26. SURVIVAL/ STATUTE OF LIMITATION

- 26.1 Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination shall survive beyond such expiration, termination, or cancellation.
- 26.2 Any claims of the Seller for damages that are not asserted within six months of becoming aware of the damage shall come under the statute of limitation.

27. ASSIGNMENT

Neither this Contract, nor Seller's rights and obligations hereunder, are assignable without the prior written consent of Buyer. No such consent or assignment shall release Seller or alter Seller's liability to perform its obligations under this Contract. Any attempted assignment without the prior written consent of Buyer shall be null and void.

28. CHOICE OF LAW AND CHOICE OF FORUM

- 28.1 Any and all claims or matters of dispute between the parties to this Contract arising from the Contract itself or arising from alleged extra-contractual facts or incidents, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or any breach of the Contract, shall be resolved, governed by, construed, and enforced in accordance with the substantive laws of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than this of the State of Virginia. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is hereby expressly excluded.
- 28.2 Any and all claims or matters of dispute referenced in this Section 27 shall be resolved in a court of competent jurisdiction in Richmond, Virginia, which courts shall have exclusive jurisdiction of all such disputes. Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in such courts.

March 2019