

## WIKOFF COLOR CORPORATION TERMS AND CONDITIONS OF SALE

- A. EXCEPT FOR THE WARRANTY CONTAINED IN PARAGRAPH "D" BELOW, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS (OR ANY TECHNICAL ADVICE OR ASSISTANCE PROVIDED PURSUANT TO PARAGRAPH "F") AND SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS (AND THE TECHNICAL ADVICE AND ASSISTANCE) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Buyer assumes all risk and liability for results obtained by the use of the products covered by this order, whether used singly or in combination with other material. If Seller or its agents have made or make statements as to the use or quality of the products sold by Seller, these statements shall not constitute a warranty and Buyer relies or acts on such statements at its own risk.
- B. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No claims for damages as to products delivered shall be greater in amount than the purchase price of the products at issue; and failure to give notice of claim within sixty (60) days from date of delivery shall constitute a waiver by Buyer of all claims in respect to such products. In no event shall Seller's liability, whether in contract, tort, warranty, strict liability or otherwise, exceed the purchase price Buyer paid Seller for the products at issue.
- C. The failure of Seller to perform any of its obligations (including delays in delivery) which is occasioned by events or causes beyond the reasonable control of Seller, including, but not limited to, an act of God or the public enemy, fire, explosion, flood, drought, war, terrorism, riots, sabotage, vandalism, accident, embargo, government priority, requisition or allocation or other action of any governmental authority, interruption of or delay in transportation, inadequacy, shortage or failure of supply of materials or equipment, breakdowns, shutdowns for repairs, plant accidents, labor shortages, strikes, labor trouble, compliance with any order or request of the United States government or any officer, department, agency, instrumentality or committee thereof, compliance with the request of any manufacturer for material for purposes of producing articles for national defense, delays in obtaining or the inability to obtain labor, materials, or services through Seller's usual sources at normal prices, or any circumstance of like or different character, shall not subject Seller to any liability.
- D. Seller warrants that the products sold hereunder do not infringe the claims of any existing United States patent at the time of sale; but Seller makes no warranty against infringement by reason of the use of the products either in combination with other products or in the operation of any process. This warranty is subject to Buyer's promptly notifying Seller in writing in the event of any action for such infringement brought against Buyer, Seller having control of the defense of such action, and Buyer helping in the defense of such action. Buyer's sole remedy for breach of warranty shall be for Seller to refund to Buyer the purchase price Buyer paid Seller for such affected product.
- E. Seller certifies that the products sold hereunder were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- F. Upon request the Seller will furnish such reasonable technical advice or assistance as is available in reference to the use of its product by Buyer; it is expressly understood, however, that all such technical advice or assistance is given gratis, without warranty, and the Seller assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at Buyer's risk.
- G. The terms and conditions listed herein, together with the designation of quantity of products sold ("Terms") supersede any prior commercial documents issued by Seller. Seller hereby objects to and rejects any additional or different terms proposed by Buyer or contained in any purchase order or other commercial document or correspondence from Buyer, regardless of any knowledge Seller may have of such terms, and such terms shall not bind Seller. The Terms constitute the complete and final agreement between Buyer and Seller, and no other agreement in any way modifying any of said terms and conditions will be binding upon Seller unless made in writing and signed by an officer of Seller. The sale of the products, and any controversy arising from or relating to the sale or the products, shall be governed by the laws of the State of South Carolina, excluding its conflicts of laws principles.