ARGENT TAPE & LABEL, INC.

TERMS AND CONDITIONS OF SALE

Sales under these terms and conditions (these “Terms”) are by Argent Tape & Label, Inc. ("Argent") to the person named as the buyer or purchaser in the document to which these Terms are attached or with which they are associated ("Buyer") are conditional upon Buyer’s assent to these Terms. If these Terms are first tendered to Buyer before Buyer tenders a purchase order or similar document to Argent, these Terms are in lieu of any terms later submitted by Buyer and Argent rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise. If Argent tenders these terms after the tender by Buyer of other terms, whether as part of a purchase order or otherwise, then Argent’s acceptance of any offer and any other conditions between color proofing and production pressroom operations, a

1. Quotation: A quotation not accepted within thirty (30) days may be changed.
2. Description of Products: Argent agrees to sell, and Buyer agrees to purchase, the products described as part of the Order.
3. CERTIFICATION TESTING: Certification testing to customer’s specifications will be done only at customer’s request and will be charged to the customer at Argent’s current rate.
4. CREATIVE WORK: Sketches, copy, dummies and all other creative work developed or furnished by Argent are Argent’s exclusive property. Argent must give written approval for all use of this work and for any deviation of ideas from it.
5. ACCURACY OF SPECIFICATIONS: Quotations are based on the accuracy of the specifications provided. Argent can re-quote a job at time of submission if quantity, copy, film, tapes, disks, or other input materials don’t conform to the information on which the original quotation was based.
6. PREPARATORY MATERIALS: Art work, type, plates, negatives, positives, tapes, discs, and all other items supplied by Argent remain Argent’s exclusive property.
7. ELECTRONIC MANUSCRIPT OR IMAGE: It is the customer’s responsibility to maintain a copy of the original file. Argent is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Argent, no claims or promises are made about Argent’s ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. ALTERATIONS/CORRECTIONS: Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Argent’s current rate.
9. PREPRESS PROOFS: Argent will submit prepress proofs along with original copy for the customer’s review and approval. Corrections will be returned to Argent on a “master set” marked “O.K. with corrections”, or “Revised proof required” and signed and dated by the customer. Until the master set is received, no additional work will be performed. Argent will not be responsible for undetected production errors if:
   - Proofs are not required by the buyer;
   - The work is printed per the buyers O.K.;
   - Request for changes are communicated orally.
10. PRESS PROOFS: Press proofs will not be furnished unless they have been required in writing in Argent’s quotation. A press sheet can be submitted for the buyer’s approval as long as the buyer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the buyer’s delay or change of mind will be charged at Argent’s current rate.
11. COLOR PROOFING: Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.
12. Prices; Minimum Quantities: The prices of the products and/or services supplied by Argent are as stated in the Order. Prices may be adjusted to the prices in effect at the time of delivery, whether as a result of fluctuations in commodity prices or otherwise. All pricing is FOB (as defined in Uniform Commercial Code Section 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case Argent’s facility in Plymouth, Michigan or such other location as Argent specifies in an Order. Buyer acknowledges that the prices for those products offered by Argent are based on Buyer purchasing a stated minimum order quantity and/or minimum shipment quantity of those products. Where Buyer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Buyer has the right to adjust the price or ship the minimum order quantity at its discretion. In any case, Argent may ship quantities that vary ±10% from the quantities specified in an Order and Buyer will accept, and pay for at the applicable unit price, such quantities. If Buyer defaults, or otherwise fails to take delivery of the quantity of products called for in an Order, then, in addition to all other rights and remedies of Argent, Buyer will pay to Argent the price of any materials that are unique (or are made unique) to the products that are subject of the Order or that are otherwise not readily re-deployable for another Argent customer, provided only that the quantity of such materials held by Argent is commercially reasonable in light of the quantity of product that is then the subject of an Order. Argent may, at its sole discretion, require payment by bank transfer, cash, certified check, C.O.D., or irrevocable letter of credit. All trading accounts are subject to prior approval of Argent’s credit department, in accordance with Argent’s credit policies and practices in effect from time to time. The amount of credit or terms of payment may be changed by Argent at any time for any reason. If Buyer fails to make payment when due, or fails in any respect in performance under any or all Orders; and/or (2) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments. If Buyer Tooling that is also a product sold under an Order requires Buyer’s PPAP approval, Buyer shall pay the invoice for the Buyer Tooling without regard to other shipments.
13. Taxes and Fees: All prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Buyer will pay all such taxes and any license fees or other charges incidental to the sale of products. Buyer will, at Argent’s request, provide to Argent reasonable proof of payment by Buyer of such taxes, fees, and assessments. If Argent is required to prepay any taxes on behalf of Buyer, Buyer will reimburse Argent for all such taxes paid. If provision of the products and/or services requires any documentary letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.
14. Payment Terms: Unless provided otherwise in writing in Argent’s quotation, payment shall be net 30 days from date of shipment. Unless otherwise expressly agreed in writing by Argent, Buyer will pay any invoice issued by Argent in U.S. Dollars without discount, setoff, or reduction. Argent may, at its sole discretion, require payment by bank transfer, cash, certified check, C.O.D., or irrevocable letter of credit. All trading accounts are subject to prior approval of Argent’s credit department, in accordance with Argent’s credit policies and practices in effect from time to time. The amount of credit or terms of payment may be changed by Argent at any time for any reason. If Buyer fails to make payment when due, or fails in any respect in performance under any or all Orders; and/or (2) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments. If Buyer Tooling that is also a product sold under an Order requires Buyer’s PPAP approval, Buyer shall pay the invoice for the Buyer Tooling without regard to other shipments.
15. Deliveries: All shipments will be made in accordance with the delivery terms designated on the front of the relevant Order or, if no delivery terms are specified, delivered FOB (as defined in Uniform Commercial Code Section 2-319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case Argent’s facility in Plymouth, Michigan or such other location as Argent specifies in an Order. Each shipment is subject to prior approval of Argent’s credit department, in accordance with Argent’s credit policies and practices in effect from time to time. The amount of credit or terms of payment may be changed by Argent at any time for any reason. If Buyer fails to make payment when due, or fails in any respect in performance under any or all Orders; and/or (2) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments. If Buyer Tooling that is also a product sold under an Order requires Buyer’s PPAP approval, Buyer shall pay the invoice for the Buyer Tooling without regard to other shipments.
16. Price Protection: Buyer acknowledges that the prices for the products described as part of the Order.

Revised August 15, 2019
18. Product Changes. If Buyer at any time directs changes or causes Argent to make changes to the product(s), drawings, or specifications of the product(s), or otherwise changes the scope of the work covered by an Order, including, but not limited to, work with respect to such matters as inspection, testing, or quality control, Argent may terminate the Order or any portion thereof, at the option of Argent by such change(s) or equitably change the time for performance and/or the price of product(s) to take into account the changes.

19. Technical Assistance. Argent will not be liable in any respect to provide technical advice, facilities or service in connection with any Order or the products supplied.

20. Assignment. Any attempted assignment by Buyer of any Order or of any right under this Agreement without the prior written consent of Argent will be void. Any valid assignment made hereunder shall be binding upon and inure to the benefit of successors and assigns of the Buyer and Argent.

21. Warranty. Argent warrants solely to Buyer that each product supplied under these Terms will, for 90 days after shipment by Argent to Buyer or such shorter time as the nature of the product reasonably implies, be free from defects in material or workmanship. Buyer shall have the right to return any product, at Buyer’s expense, if found to be defective within the warranty period. If Buyer fails to notify Argent of any defects before the expiration of the warranty period, such defects shall be deemed to have been cured.

22. Product Returns. Buyer may not return any product unless Argent approves in writing. Up to 30 days after receipt of the products, Argent will provide Buyer with an RMA number, lot number, and date code (as applicable), and all identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer returns must be returned at Buyer’s expense. Argent will not be liable in any respect to provide technical advice, facilities or service in connection with any Order or the products supplied.

23. Buyer Tooling. “Buyer Tooling” means tools, jigs, dies, gauges, fixtures, molds, and patterns that Buyer provides to Argent for the purpose of manufacturing products ordered under these Terms. Buyer Tooling may be used by Argent in connection with any Order, and Argent shall be the sole owner of all rights, title, and interest in Buyer Tooling, whether or not there are any claims or actions by Buyer for any infringement of such tools, jigs, dies, gauges, fixtures, molds, and patterns. Buyer may not return any Buyer Tooling unless Argent agrees to purchase it.

24. Disclaimers and Limitation of Liability. EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 7, THE PRODUCTS DELIVERED UNDER THESE TERMS ARE SOLD “AS IS/ WHERE IS” AND WITH ALL FAULTS ASSUMED. ARGET MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING WARRANTIES AS TO THEIR QUALITY, PERFORMANCE, VISUAL IMPERFECTIONS, COLOR OR TEXTURE ABNORMALITIES, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN THESE TERMS OR IN ANY ORDER TO THE CONTRARY, ARGENT WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF PRODUCT BY BUYER OR ANY CUSTOMER OR SUCCESOR HOLDER OF ANY PRODUCT; BY THE PERFORMANCE OR NON-PERFORMANCE OF ARGENT; OR BY FAILURE OF ARGENT TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF ARGENT; OR BY ANY OTHER CAUSE. IN NO EVENT WILL ARGET’S TOTAL LIABILITY TO BUYER FOR ANY CLAIM RELATED TO OR ARISING OUT OF THE PRODUCTS SUPPLIED UNDER THE ORDER IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

25. Indemnification. Buyer shall defend, indemnify, and hold harmless Argent and its employees, officers, directors, agents, affiliates, subsidiaries, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred or caused by any of the Indemnified Parties or arise out of or result from (i) the acts, omissions, negligence or willful misconduct of Buyer; (ii) any breach of these Terms by Buyer; or (iii) any claim by Buyer, any of its customers or any successor holder of any of the products, or any other person or entity, related to the products sold by Argent, or the purchase, installation, or use of Buyer Tooling, or any agreements, acts or omissions relating to such products, to the extent such claim is not based upon a product defect proven to have been caused solely by Argent’s negligence.

1. Copyrights. The buyer warrants that the subject matter to be printed is not copyrighted by a third party. The buyer also recognizes that because subject matter does not belong to it, the buyer does not need to purchase a copyright notice in order to be protected by copyright law. Absence of such notice does not necessarily assure a right to reproduce. The buyer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support the warranties, the buyer agrees to indemnify and hold Argent harmless for all liability, damages, and attorney fees that may be incurred in any legal action.
2. Personal or Economic Rights. The buyer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The buyer will at the buyer's sole expense, promptly and thoroughly defend Argent in all legal actions on these grounds as long as Argent:
   • Promptly notified the buyer of the legal action;
   • Gives the buyer reasonable time to undertake and conduct a defense. Argent reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

26. Fail-Safe or Critical Operations. Argent’s products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support, weapons systems, or other application in which the failure of a product could lead directly to death, personal injury, or severe physical or environmental damage. Buyer agrees not to use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Argent and its agents against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees, arising out of the breach of Buyer’s obligations in this Section 26.

27. Confidentiality. Buyer will, notwithstanding that any Order may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by Argent that is marked confidential or by its nature ought to be considered confidential, including quotes, business plans, technological techniques, prints, inventions, and research and development. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (i) was known or knowable to the public at the time it was disclosed or later becomes so, in either case without breach of these Terms by Buyer or any agent of Buyer; (ii) is disclosed with the prior written approval of Argent; or (iii) becomes known to Buyer from a source other than Argent without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality.

28. Agent’s Intellectual Property. Except as expressly and particularly set forth in a separate written agreement signed by both parties, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of Argent, whether in consequence of these Terms, any Order, any transaction or dealing between Argent and Buyer, or otherwise. Argent retains all such rights to itself.

29. Export Controls. Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns, to export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all “denied party screening” or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities, technology and/or software will be/were exported from the United States or another country of origin in accordance with United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited. Buyer agrees to indemnify and hold harmless Argent from and against any and all claims, losses, expenses, suits, damages, costs, penalties and/or fines, including, but not limited to, attorneys’ fees, known or unknown, arising from Buyer's acts or omissions under these Terms or any Order, including Buyer's breach of the terms set forth herein governing export or re-export activities.