

TERMS AND CONDITIONS

1) Incorporation. The terms set forth set forth below are hereby incorporated into the foregoing Custom Products Contract (the "Contract"). The Contract shall constitute a legally valid and binding agreement between Customer (named above) and Company. Capitalized terms that are not defined herein shall have the same meaning as set forth in the Contract.

2) Products. Upon the terms and subject to the conditions set forth herein, Customer agrees to purchase the custom products described in the Contract (collectively, the "Products") in the quantities and for the prices as set forth in the Contract.

3) Payment. Upon the terms and subject to the conditions set forth herein, Customer shall pay to Company the Total Fee set forth in the Contract upon execution of the Contract. Customer agrees that any portion of the Total Fee due and owing to Company may be charged to any credit card on file for Customer. Except as otherwise expressly set forth herein, no portion of any payment made under the Contract shall be refundable. The parties acknowledge that the Contract represents an open sale and shall remain such until the Total Fee is paid in full prior to the time of delivery. In the event Customer does not pay in full, Company has the right to market and the sell Custom Printed Products.

4) Design and Approval. The design and colors used for the Products shall be based on the electronic proof (eProof) approved by Customer. Customer acknowledges and understands that there may be a $\pm 10\%$ variation in (i) the colors used in the Products, (ii) the weight of the Product, and (iii) the total number of cases manufactured of each of the Products (collectively, the "Variations"). Customer agrees that Products and/or shipments of Products containing any or all of the Variations shall not constitute a manufacturing defect of the Products or material breach of the Contract. In the event the number of cases of a Product delivered to Customer is less than the number of cases ordered and paid for by Customer, Company will refund Customer or apply a credit to Customer's future order. In the event the number of cases of a Product delivered to Customer is more than the number of cases ordered and paid for by Customer, then Company will give Customer the opportunity to purchase the additional cases at the Unit Price.

5) Delivery. Company shall delivery the Products to the Shipping Address in the Contract within a reasonable time period after Customer pays the Total Fee in full. Customer understands that (i) the average time period for Company to ship to the Customer is between 12 - 16 weeks from the Invoice Payment Date; and (ii) Company makes no guarantees or representations to Customer as to the time by which the Products will be delivered. Customer shall be charged a storage fee of \$2.00 per case per month for all Products that remain in Company's possession as a result of Customer's failure to pay the Total Fee within 10 days after Company provides Customer with notice that the Products are ready for delivery. In the event Customer changes the Shipping Address, Customer will be responsible for any and all shipping fees or other fees or charges incurred by Company in shipping the Products to the new address.

6) Acceptance. Except as otherwise provided herein, the Products shall be deemed received and accepted by Customer upon delivery of the Products to Customer's address set forth above. Customer agrees to examine the Products immediately upon receipt of the Products. In the event Customer finds the Products have either (i) a material manufacturing defect or (ii) damage caused in shipping, Customer shall provide Company with written notice of such manufacturing defects or damage (the "Notice"). The Notice must be accompanied by clear photographs of the defective or damaged Products and must specify in detail what is wrong with such Products. Failure of Customer to provide the Notice to Company within 10 days of the receipt of the Products shall constitute Customer's irrevocable acceptance of the Products.

7) Limited Warranty. All sales of the Products under this Contract are final. In the event Customer provides Company with the Notice within 10 days of receipt of the Products, and Company does not dispute the reported defect or damage, then Customer will be entitled to a reasonable refund or replacement of the defective or damaged Products, as determined in the sole discretion of Company. Any refund given will be in the form of a credit against future purchases by Customer. In the event Customer chooses its own freight forwarder or shipping company for purposes of delivering the Products, then Customer is responsible for any loss of or damages to the Products that occurred during shipping. Intellectual Property License.

8) Customer hereby grants to Company a limited, non-exclusive, nontransferable and assignable license, to use the trademarks, logos and/or service marks provided by Customer to Company (collectively, the "Customer's Intellectual Property") in connection with the design and manufacturing of the Products (the "License"). Notwithstanding anything to the contrary herein, Customer agrees that Company may use any of Customer's Intellectual Property in Company's marketing and promotional materials without expectation of compensation or financial claim.

9) Customer's Representations. Customer warrants and represents that it owns or has the legal right to use Customer's Intellectual Property and to grant the License.

10) Company's Representations. Seller warrants and represents that all Products shall be delivered to Customer free from any and all security interests, liens or other encumbrances.

11) Company's Limitation of Liability. Company's total liability and Customer's exclusive remedy under or related to this Contract shall be limited to direct money damages not exceeding the amount paid by Customer under the Contract. This limit is cumulative and all payments under this Contract will be aggregated to calculate satisfaction of the limit. The existence of multiple claims will not enlarge the limit. Company shall have no liability under or in any way related to the Contract for any loss of profit or revenue or for any consequential, indirect, incidental, special or exemplary damages, even if Company is aware of the possibility of such loss or damages. Customer agrees that the limitations set forth above are material to this Contract, and that the Products would not be provided to Customer absent such limitations.

12) Customer's Indemnification. Customer agrees to indemnify and hold Company harmless from and against all claims of third parties arising out of or related to the use of the Products by Customer, or attributable to Customer's breach of this Contract; provided that Company gives Customer prompt written notice of any such claim. Company shall control the defense and any settlement of such claim, and Customer shall cooperate with Company in defending against such claim. Furthermore, Customer agrees to indemnify and hold Company harmless from and against all claims of third parties arising out of or related to (i) violation of any third party's rights of publicity or privacy; (ii) violation of any law, statute, ordinance or regulation (including without limitation the laws and regulations governing unfair competition, anti discrimination, false advertising, email spam or any "do-not-call" registry); or (iii) acts that are defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

13) Force Majeure. Except for obligations for the payment of money, neither party shall be liable for any failure to perform or delay in performing any obligations under the Contract due to causes beyond its reasonable control, including, without limitation, acts of God or public enemy, fire, floods, storms, earthquakes, import or export customs issues, United States customs exams, freight forwarding problems, labor disputes, strikes, riots, war, crimes, malicious injury, lock-outs, insurrection or restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

14) Waiver or Modification. No waiver or modification of this Contract or of any covenant, condition, or limitation contained herein shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

15) Governing Law. This Contract shall be governed by the laws of the State of Arizona without regard for the choice of law principles, statutes, or regulations of this or any other jurisdiction. The Parties agree to become subject to the federal and state courts located in Maricopa County, Arizona for the resolution or litigation of any disputes under this Contract.

16) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Contract, the prevailing Party shall be entitled to recover actual reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

17) Entire Contract. The Contract contains the entire agreement of the parties with respect to the subject matter, and all prior oral and written agreements and understandings are merged herein. The Contract may not be modified except by a written instrument to such effect signed by the party to be charged. If any provision of this Contract is found to be invalid, such invalidity, shall not render the remaining terms of this Contract null and void, nor otherwise limit or affect the validity or enforceability of the remaining provisions of this Contract.