

## PrinterPrezz - Purchase Order Terms and Conditions:

- 1. Acceptance Agreement:** Commencement of work on the goods subject to this purchase order ("Purchase Order") or shipment of such goods by the seller named on the face hereof ("Seller"), whichever comes first, shall be deemed an effective acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained herein and any attachment hereto. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms in this Purchase Order in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this Purchase Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this Purchase Order shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order is deemed an acceptance of a prior offer of Seller, such acceptance is limited to the express terms contained on the face and back hereof unless Seller notifies PrinterPrezz, Inc. ("Buyer") to the contrary in writing within seven (7) days of receipt of this Purchase Order.
- 2. Termination:** Buyer may terminate this Purchase Order for any or no reason upon thirty (30) days written notice. Upon any such termination, Seller shall, to the extent specified by Buyer, promptly stop all work on this Purchase Order, place no further orders hereunder, terminate work under orders outstanding hereunder, and protect all property in which Buyer has or may acquire an interest. Buyer will be liable to Seller only for those services satisfactorily performed and those conforming goods delivered to Buyer through the date of termination, less appropriate offsets. The following Sections will survive termination or expiration of this Purchase Order: 2, 4, 5, 7, 8, 10, 12, 13, 14, 15 and 16.
- 3. Shipment:** Time is of the essence in this Purchase Order, and if delivery of the goods is not completed by the time promised, Buyer, may, in addition to its other rights and remedies, terminate this Purchase Order by notice effective when received by Seller as to goods not yet shipped and to purchase substitute items elsewhere and charge Seller with any loss incurred. Each shipment shall be properly packed, marked and shipped in accordance with the requirements of the transporting common carrier and in a manner that will permit securing of the lowest transportation rates. If to comply with Buyer's required delivery dates it becomes necessary for Seller to ship by a more expensive manner, any increased transportation costs shall be paid for by Seller unless the necessity has been caused by Buyer. Seller shall mark each package in accordance with applicable law. If Seller ships more goods than ordered or if Seller delivers the goods earlier than ordered, Buyer may purchase some or all of the goods or return some or all of the goods to Seller at Seller's risk and expense. Unless Buyer provides otherwise in writing, the terms, choice of carrier and routing of shipment shall be FBO Destination or DDU destination, as applicable, to the delivery address designated by Buyer (Incoterms 2000 applied). As such, risk of loss remains with Seller until delivery of the goods to Buyer at the named destination, regardless of the point of inspection, if any. Buyer shall not be required to assert any claims against common carriers.
- 4. Confidentiality.** Seller shall consider all information furnished by Buyer to be confidential to Buyer ("Confidential Information") and shall not disclose any such information to any other person or use such information itself for any purpose other than performing this Purchase Order, without Buyer's written consent. Confidential Information includes, but is not limited to, drawings, specifications, or other documents prepared by Seller for Buyer in connection with this Purchase Order. Seller agrees to disclose the Confidential Information to its employees and individual independent contractors that have a need to know such Confidential Information that are subject to confidentiality obligations no less protective than those set forth in this Section. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use or disclosure of Confidential Information. The obligations of confidentiality do not apply to information which is or becomes publicly known through no fault of Seller. Unless otherwise agreed in writing and signed by both parties, no information disclosed by Seller to Buyer shall be deemed confidential. Seller shall return all Confidential Information to Buyer upon completion of this Purchase Order. All Confidential Information is and will remain the property of Buyer.
- 5. Warranty.** Seller expressly warrants that (i) all goods furnished under this Purchase Order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship, and (ii) all services furnished under this Purchase Order will be completed in a professional, workmanlike manner, with the degree of skill and care required by current professional standards. Seller warrants that all such goods will conform to any statements made on the containers or labels or advertisements for such goods, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods and services of that kind are normally used. Seller warrants that neither the goods and services nor Buyer's use of the goods or services will violate any intellectual property rights of any third party or constitute misappropriation or wrongful use of any trade secret. Seller warrants that all Certificates of Origin for its goods shall be provided to Buyer on a timely basis, shall be accurate and complete, and Seller will not change the country of origin of the goods, or any raw material or component of the goods, without obtaining Buyer's prior written approval. All warranties will survive inspection, acceptance and payment by Buyer. Seller's warranties run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. Seller agrees to, at Buyer's option, replace or correct defects of any goods or services not conforming to the forgoing warranties properly, without expense to Buyer, or refund all amounts paid for such goods or services. The warranties listed above are in addition to any other warranties expressly made by Seller or imposed by law.
- 6. Force Majeure.** Buyer shall have an option of cancelling all or any part of the undelivered goods and/or services covered by this Purchase Order, or Buyer may delay delivery or acceptance occasioned by causes beyond its control without liability in respect of the goods and/or services so cancelled. Seller shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of the Purchase Order at Buyer's request. If Seller's ability to supply Buyer's purchase requirements under this agreement is affected by forces beyond its reasonable control, Seller will not allocate its supply of goods amongst its customers unless and until Buyer's purchase requirements are met.
- 7. Intellectual Property.** In addition to any other remedy available by law and under Section 10, should the goods delivered by Seller hereunder become, or in Buyer's reasonable opinion be likely to become, the subject of a claim of infringement of any patent, trademark, copyright, or other intellectual property right, then Seller shall, at Buyer's option (i) procure for Buyer the right to use the goods free of any liability for infringement, (ii) replace such goods with non-infringing substitutes or modify such goods to be non-infringing, in each case while remaining functionally equivalent, or (iii) refund Buyer's purchase price for such goods.
- 8. Ownership of Work Product.** Seller understands and agrees that all work product is the sole and exclusive property of Buyer. Seller hereby agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer to Buyer all of its worldwide right, title and interest in and to the work product including all associated intellectual property and moral rights therein. Seller agrees to treat all work product as Buyer's Confidential Information. Seller will assist Buyer in every reasonable way, at Buyer's expense, to assign, secure, perfect, register, maintain, and defend for Buyer's benefit all statutory protections or proprietary rights in and to the work product. Seller irrevocably agrees not to assert against Buyer or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the work product. Seller agrees to disclose promptly to Buyer in writing all work product in its possession.
- 9. Insurance.** Seller will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance upon request showing that it has insurance coverage in the following minimum amounts: Workers Compensation – Statutory limits for the state(s) in which the work will be performed for Buyer, if applicable. General/ Products Liability - \$1,000,000 per occurrence / \$2,000,000 in the aggregate Automobile Public Liability - \$1,000,000 (per any one accident). Such certificates shall provide that Seller's insurer(s) shall provide Buyer thirty (30) days' prior written notice of cancellation of non-renewal. All insurance required under this agreement shall provide that Seller's insurance shall be primary to and non-contributory with any and all other insurance maintained by or otherwise afforded to Buyer. Except where prohibited by law, Seller's insurers shall be required to waive all rights of recovery or subrogation against Buyer. Compliance by Seller with the insurance requirements shall not in any way affect Seller's duty to indemnify Buyer.
- 10. Indemnification.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates, agents, successors, assigns, customers and other vendors, and their respective present and future directors, officers, employees against all claims, demands, liabilities, losses, costs, fees, expenses, damages, penalties, and injuries, of any kind or nature (including court costs and reasonable attorneys' and experts' fees) (collectively, "Damages") arising out of or resulting in any way from any breach of the warranties set forth in Section 5, from any act or omission of Seller, its agents, employees, or subcontractors and from all Damages, suffered as a result of the failure of Seller's goods or services to comply with all state, federal, and local laws, rules and regulation. This indemnification shall be in addition to the warranty obligations of Seller.
- 11. Changes.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made, and this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Section.
- 12. Payment.** Unless otherwise specified on the face of this Purchase Order, Buyer will pay the amount invoiced within forty-five (45) days after receipt of a correct invoice. Unless otherwise specified, the prices set forth in this Purchase Order include all acceptable federal, state and local taxes. All such taxes shall be stated separately on Seller's invoice. Unless Buyer

has provided Seller with a valid California exemption resale certificate, or is otherwise exempt, Buyer shall pay any applicable California sales or use taxes levied on the goods, and Seller shall pay all other taxes on or related to the goods and on the shipment thereof to Buyer.

**13. Inspection/Testing.** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer may inspect such goods and to reject any or all said goods which are, in Buyer's judgment, defective or non-conforming. Goods rejected, and goods supplied in excess of quantities called for may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and shipping such goods. In the event Buyer receives goods whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

**14. Entire Agreement.** This Purchase Order, together with any referenced attachments, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Purchase Order shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Purchase Order shall be deemed a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. This Purchase Order shall be construed in accordance with, and disputes shall be governed by, the laws of the State of California, excluding its conflict of law rules. The state and federal courts in the State of California shall have jurisdiction and venue over all controversies arising out of, or relating to, this Purchase Order. The parties exclude in its entirety the application to this Purchase Order of the U.N. Convention on Contracts for the International Sale of Goods.

**15. Assignments and Subcontracting.** No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Buyer. Seller is an independent contractor.

**16. Limitation of Buyer's Liability.** IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR FROM THE PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION.