

## Terms & Conditions of Sale

### TERMS AND CONDITIONS OF SALE

1. **Agreement.** These terms and conditions of sale (“Terms and Conditions”) apply to all sales of products and services (“Products”) by Apex Display Group, LLC, a Pennsylvania Limited Liability Corporation (“APEX”), to a customer, including, without limitation, any Supply Agreement between APEX and the customer identified in the Supply Agreement (“Customer”), and are incorporated into the Supply Agreement. Except as expressly set forth in these Terms and Conditions, in the event of any conflict between the Supply Agreement and these Terms and Conditions, the Supply Agreement shall control. Capitalized terms used but not defined in these Terms and Conditions shall have the meanings set forth in the Supply Agreement.
2. **Acceptance.** Any quotation provided by APEX to Customer shall constitute an offer to sell the Products identified on such quotation in accordance with this Agreement which, when accepted by Customer, shall constitute a binding agreement between the parties. Customer’s acceptance of any offer by APEX is limited to this Agreement. Any terms and conditions proposed by Customer in any document that are different from, conflict with, or add to this Agreement shall be deemed to materially alter the offer and are hereby objected to and rejected by APEX. This Agreement shall be deemed accepted by APEX upon the earliest to occur of: (a) Customer’s execution of the Supply Agreement; (b) receipt by APEX of a purchase order from Customer; (c) receipt by Customer of the Products; or (d) receipt by APEX of payment in full or in part for the Products.
3. **Purchase Price.** Customer shall pay APEX the purchase price for the Products as set forth in the Supply Agreement. APEX’s prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Products. If Customer is a tax-exempt entity, Customer shall present all appropriate documentation for any tax exemption to APEX prior to placing its order.
4. **Payment Terms.** Customer shall abide by the payment terms as set forth in the Supply Agreement, but, if no payment terms appear then the payment terms are as provided in this Section 4. Customer shall pay all invoices within thirty (30) days from the date of the invoice, unless otherwise specified on the invoice. If Customer fails to make any payments when due, Customer will be charged interest of one percent (1%) per month (twelve percent (12%) per annum) or the maximum rate permitted by applicable law, whichever is less, on any overdue balance. Customer has no rights to set off against amounts due APEX for the Products.
5. **No Obligation to Extend Credit.** APEX is not obligated to extend credit or financing terms to Customer. APEX may, in its sole discretion, revoke any credit extended to Customer and require payment in full prior to APEX’s delivery of Products. APEX may retain possession of any Products until Customer has paid in advance all amounts due to APEX. If APEX retains a collection agency or legal counsel or incurs any out-of-pocket expenses to collect payments from Customer, all such costs will be added to the sums due, will bear interest at the rate set forth above, and will be the responsibility of Customer. Customer agrees that, other than APEX’s delivery of the Products, payment to APEX is not contingent on any other occurrence, matter or event, including, without limitation, Customer’s receipt of payment from any third party.

6. Shipment and Delivery. All freight and shipping charges are the responsibility of and shall be paid by Customer if our quote is marked "FOB Plant OR FOB Lansdale, PA". Manner of shipping and routing of shipments is at the discretion of APEX, unless directed otherwise in writing by Customer and agreed to in writing by APEX.

7. Delivery Via Trailer. Apex does not drop trailers under any circumstances.

8. Title and Risk of Loss. If the Products are shipped to Customer via common carrier and ultimately paid for by the Customer, title and risk of loss shall pass to Customer upon delivery of the Products to the carrier. If APEX delivers the Products to Customer, title and risk of loss shall pass to Customer upon delivery of the Products to Customer's facility. If Customer or its agent or representative picks up the Products at APEX's facility, title and risk of loss shall pass to Customer upon Customer's pickup of the Products at APEX's facility. With regard to Products that are returned to APEX, title and risk of loss remains with Customer until receipt and acceptance of the Products by APEX. All claims for damage and shortage in transit shall be made by Customer with the carrier.

9. Inspection and Acceptance. Customer shall have ten (10) days from receipt of the Products to inspect the Products for conformance with the applicable purchase order. Customer may reject Products that do not substantially conform to the purchase order. All rejections shall be made in writing to APEX and shall provide sufficient detail as to the reason for such rejection. The Products shall be deemed accepted by Customer upon the earliest to occur of: (a) written notice of satisfactory completion of inspection to APEX by Customer; or (b) the expiration of the 10-day inspection period set forth in this Section 9.

10. Returns. To return Products, Customer shall contact APEX for a Return Material Authorization (RMA) number. No returns will be accepted without an RMA number. APEX has sole discretion to determine, after examination, whether returned Products are defective, and APEX's determination shall be binding on Customer. Customer's sole remedy for returned Products that have been found to be defective shall be either, in APEX's sole discretion: (a) replacement of the returned Products; or (b) reimbursement of the amount paid by Customer for the returned Products, subject to the restocking fee.

11. Limited Warranty; Disclaimer of Warranties. APEX warrants that all delivered Products: (a) shall be free from defects in material and workmanship for a period of ninety (90) days from delivery; and (b) shall materially conform to the published specifications. Except as expressly set forth in this Agreement, APEX hereby disclaims, and Customer hereby waives, all other warranties, whether express or implied (including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement).

12. Limitation of Liability. APEX shall not be liable for any special, exemplary, indirect, incidental, punitive, or consequential damages, including, without limitation, lost profits, loss of use, loss of income, arising out of this Agreement or the use or possession of the Products, however caused and under any theory of liability, whether based in contract, tort, or otherwise. Notwithstanding anything contained in this Agreement to the contrary, APEX's liability to Customer for actual direct damages arising out of this Agreement shall not exceed the total amount paid by Customer to APEX in the twelve-month period immediately preceding the event giving rise to the liability.

13. Indemnity. Customer shall indemnify, defend and hold harmless APEX, its directors, officers, agents, employees, and contractors against any and all losses, expenses (including, without limitation, attorneys' fees, other professionals' fees and court costs), costs, damages (including, without limitation,

consequential, exemplary and special damages), lost profits, demands, liabilities, suits and claims in connection with or arising, directly or indirectly, out of: (a) a breach of this Agreement by Customer or its employees, agents, or contractors; (b) any act, error or omission, whether negligent or not, of Customer or its employees, agents, or contractors, including, without limitation, personal injury (including, without limitation, death) and property damage; and (c) any disputes with regard to the title or possession of any Products.

14. Force Majeure. APEX will be excused from any delay or failure in its performance of its obligations under this Agreement where the delay or failure is due, in whole or in part, directly or indirectly, to a cause beyond APEX's reasonable control including, without limitation, labor difficulties, riots, fire, weather, casualty, accidents, acts of God, acts of terrorism, civil disorder, war, shortage of labor or materials or governmental acts or restrictions. Upon any of the above events, APEX will have the additional right to extend the time to provide the Products under this Agreement or to cancel any open purchase orders without any resulting liability to APEX.

15. Confidentiality. Customer shall not disclose or cause to be disclosed to any third party, nor will Customer use, except in connection with its performance under this Agreement, financial information, projections, business plans, specifications, operation methods, know-how, techniques, manuals, intellectual property, customer lists or any other confidential property (collectively, "Confidential Information"), that may be given or shown to Customer, or to which Customer may be granted access by APEX; provided, however, that Confidential Information will not include any information that: (a) is already known to Customer; (b) is or becomes publicly known through no act of Customer; (c) is rightfully received by Customer from a third party without restriction and without breach of this Agreement; (d) is independently developed by Customer; (e) is approved for release by written authorization of APEX; or (f) is disclosed pursuant to compulsory statutory obligations, subpoena or order of court after written notice to APEX at least ten (10) days prior to disclosure.

16. Attorneys' Fees. In the event of a dispute between the parties with regard to this Agreement which results in litigation, APEX, if the prevailing party, shall have its attorneys' fees, professionals' fees, and costs paid by Customer, and such sum may be added to any judgment entered in the litigation. APEX's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

17. Assignment. Customer shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written approval of APEX. Any such assignment, delegation or transfer without APEX's prior written consent shall be void.

18. Severability. If one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality, or unenforceability. If the amendment or modification of such provision is impossible, this Agreement shall be construed as if they never contained the invalid, illegal, or unenforceable provision, and such provision shall not affect any other provision of this Agreement.

19. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted this Agreement. Customer consents to the exclusive jurisdiction and venue of the courts of the

Commonwealth of Pennsylvania, Montgomery County, and the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, and Customer waives any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

20. Waiver. No claim or right arising out of a breach of this Agreement by Customer may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by an authorized representative of APEX. APEX's waiver or acceptance of any breach by Customer of any provisions of this Agreement shall not constitute a waiver of or an excuse for nonperformance as to any other provision nor as to any prior or subsequent breach of the same provision.

21. Entire Agreement and Modification. This Agreement constitutes the complete and exclusive statement of the terms of the contract between the parties and the final expression of the terms of such contract, and shall supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term in this Agreement. APEX's acceptance or acquiescence in a course of performance rendered by Customer pursuant to this Agreement shall not be relevant to determine the meaning of this contract even though APEX has knowledge of the nature of the performance and opportunity for objection. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

22. Commercial Transaction. The parties acknowledge and agree that the transactions contemplated by this Agreement are commercial transactions and not for personal, family, or household use.

23. Discontinuation of Products; Design and Material Changes. APEX may at any time discontinue offering or providing any or all of the Products without notice to Customer and without incurring any liability to Customer.

24. Any cutting dies or print plates will automatically be disposed of after 18 months of dormancy with no prior notice.

25. Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement, the parties preferring that such dispute be resolved through alternative dispute resolution by a judge having jurisdiction with respect to such dispute.