

PURCHASE TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS. Company shall mean Suttle-Straus, Inc. Customer shall mean any purchaser of Suttle-Straus, Inc. goods or services. By signing any Quotation (or by receipt of the goods or services set forth in any Quotation), Customer agrees to the terms and conditions contained herein. It is agreed that any other written purchase order or other confirmation or other additional or different terms or conditions contained in any acknowledgment by Customer are waived and shall be deemed objected to by Company without need of further notice of objection and shall be of no effect or under any circumstances binding upon Company unless accepted by Company in writing.

2. QUOTATION. Quotation means the price, specification and description of goods or services to be provided to Customer by Company, in accordance with these terms and conditions. Quotations are valid for 30 days from the date provided to Customer. After that time, Quotations are subject to change, revision, or updates. Paper prices are quoted as of the date of the quote and are subject to change as of the date of actual order placed.

3. EXPERIMENTAL OR CREATIVE WORK. Experimental or creative work performed at the Customer's request will be charged to Customer at current rates for time and materials. Until fully paid for by Customer, this work is the sole property of the Company and may not be used by the Customer in any form or derivation without the Company's written permission. Nothing in these terms restricts Company from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms, or techniques which Company already owns or develops as a result of performing the services.

4. CHANGES TO QUOTATIONS. Quotations are based on the Company's understanding of the specifications provided by the Customer. The Company may provide an updated and revised Quotation prior to performing the services if the project does not conform to the information on which the original Quotation was based. Additionally, any Customer requested changes to the original specifications set forth under any Quotation may result in additional charges to Customer at Company's current time and material rates.

5. PREPARATORY MATERIALS. Files, plates, tapes, disks, and all other items supplied by the Company remain the Company's exclusive property.

6. ELECTRONIC FILES. It is the Customer's responsibility to maintain a copy of all original electronic files. The Company 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 the Company, no representations can be made about the Company's ability to provide the services for work submitted in digital format. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing time and material rates.

7. PROOFS. The Company will submit proofs along with original copy for the Customer's review and approval. Corrections will be returned to the Company on a "master set" marked "O.K.," "O.K. with corrections," or "Revised proof required" and signed by the Customer. Until the master set is received, no additional work will be performed. The Company will not be responsible for undetected production errors if:

- Proofs are not required by the Customer;
- The work is printed per the Customer's O.K.;
- Requests by the Customer for changes or corrections are not communicated in writing.

8. PRESS PROOFS. An extra charge will be made for press proofs, unless the Customer is present when the form is made ready on the press, so that no press time is lost. Presses standing and awaiting the O.K. of Customer will be charged at current time and material rates for the time so consumed.

9. COLOR PROOFING. A color proof is used to simulate how the printed piece will look prior to production on the printing press (offset or digital). Due to differences between the proofing substrates, equipment, and other conditions, the proof may present a "reasonable"

variation in color between the proof and the printed piece, and therefore a “reasonable” variation in color between color proofs and the completed job may be expected. When variations of this kind occur, it will be considered acceptable performance.

In addition, when proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

10. OVER-RUNS, UNDER-RUNS AND SPOILAGE. Over-runs or under-runs for print will not exceed 5 percent of the quantity ordered. The Company will bill for actual quantity delivered within this tolerance. If the Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of Quotation.

All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer’s material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every commercially reasonable effort will be made to handle Customer’s material with frugality and to prevent undue spoilage. Nevertheless, the Company cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

11. MAIL LISTS. The Customer’s mailing list(s) in the Company’s possession, for storage or otherwise, is the exclusive property of the Customer and shall be used only at the Customer’s instructions. The Company shall provide reasonable and prudent protection, consistent with industry standards, against the loss of Customer’s list. This includes adequate backup procedures for all files and programs.

The Company shall provide reasonable and prudent security to protect the Customer’s data from access by non-essential personnel while in possession of the Company.

At the completion of services under any Quotation, the Company unless otherwise requested by the Customer in writing, shall destroy all Customer data and mail files, except for any that must be retained in accordance with the Company’s [Data Retention Policy](#) at [Suttle-Straus.com/Doc_Data_Ret](#).

12. INSURANCE and RISK of LOSS. The Company will maintain fire and extended coverage on property belonging to the Customer while the property is in the Company’s possession. The Company’s liability for this property will not exceed the amount recoverable from the insurance.

The Customer shall bear all risk of loss to finished work upon delivery of the work by the Company or its subcontractor, as applicable, to a common or contract carrier or to the U.S. Postal Service mail unit, F.O.B. Company’s or its subcontractor’s shipping dock. Title to finished work shall pass at the same time the risk of loss for such work passes to Customer.

13. DELIVERY. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Waunakee. Proposals are based on continuous and uninterrupted delivery of the complete order; otherwise the Company will charge accordingly at current storage rates. Charges for delivery of materials and supplies from the Customer to the Company are not included in Quotations unless specified.

14. PRODUCTION SCHEDULES AND FORCE MAJEURE. Production schedules will be established and followed by both the Customer and the Company. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, fire, explosion, flood, accident, interruption of or delay in transportation, labor trouble, governmental regulation, riot, civil disorder, action of government or civil authority, acts of God, or other causes beyond the control of the Company. In such cases, schedules will be extended by an amount of time equal to delay incurred.

15. CUSTOMER-FURNISHED MATERIALS. Materials furnished by Customers or their suppliers are verified by delivery tickets. The Company bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Company. These specifications will include correct weight thickness, pick resistance, and other technical requirements. Artwork, special dies, files, or other materials furnished by the Customer must be usable

by the Company without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Company at current time and material rates.

16. OUTSIDE PURCHASES. Unless otherwise agreed in writing, all purchases from third party service providers requested or authorized by the Customer, are chargeable to Customer. The Customer is responsible for payment for any paper which the Company has been authorized by the Customer to purchase, including paper remaining on hand as the result of Customer changing suppliers, discontinuing publication, or changing paper requirements or quantities.

17. ASSIGNMENT. Company may, in its sole discretion, assign the work to be provided under any Quotation or subcontract any or all of the work. These terms and conditions shall be binding upon and shall inure to the benefit of the successors, and assigns of the Customer and the Company, provided, however, that the Customer may not assign or transfer any rights or obligations hereunder, in whole or part, except on the prior written consent of the Company.

18. CANCELLATION or DEVIATION. In the event of cancellation of or change by Customer to any goods or services specified under any Quotation, the Customer shall give the Company as much notice as reasonably practicable. Customer shall be liable for all costs incurred by the Company resulting from any such cancellation or deviation that are not otherwise avoidable by Company through reasonable commercial efforts, including, without limitation, down press and bindery time, materials ordered or inventoried on Customer's behalf and not otherwise useable by Company in the ordinary course of its business within a reasonable period of time.

19. PAYMENT AND ACCEPTANCE. Payment is Net thirty (30) days from the date of invoice and payment for freight shall be cash due Net ten (10) days from invoice date. Claims for defects, damages or shortages must be made in writing by the Customer no later than ten (10) days after delivery. If no such claim is made, the Company and the Customer will understand that the job has been accepted, and Customer acknowledges that the Company's performance has fully satisfied all terms, conditions, and specifications.

20. DEFAULT. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to Company or any assignee, or any other agreement between the Customer and Company and such default is not cured within 30 days of Company providing notice of same.

21. REMEDIES. In the event of Default by Customer, Company may, at its option and without notice or demand, exercise all or any one of more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, or to become due hereunder or under any other agreement between the Customer and Company; (b) terminate all of its obligations arising under any Quotation, and any other agreement between Customer and Company; (c) offset any amounts due Company under any Quotation against any amounts Company or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (d) exercise all other legal and equitable remedies which Company may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

22. SECURITY INTEREST. Upon the occurrence of an Event of Default, Company reserves and Customer grants to Company a purchase money security interest in Company's property that is in Customer's possession for the purpose of securing the purchase price and all other sums due hereunder and all other promises and obligations of Customer to Company arising here under or under any Quotation. Customer agrees to sign and execute at any time alone or with Company, financing statements or other documents to protect and continue Company's security interest here under. Company is also granted an irrevocable power of attorney to execute such financing

statements or other documents on Customer's behalf. When all of Customer's obligations hereunder have been fully paid and satisfied, Company's security interest shall terminate.

23. LIABILITY AND WARRANTY:

- i. Company warrants that the work is as described in the Quotation and that any services shall be performed in a good and workman like manner EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED.
- ii. Company's liability to Customer for any reason shall not exceed the amount Customer has agreed to pay Company for the goods or services under the Quotation giving rise to the claim. IN NO EVENT SHALL COMPANY BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, OR LOSS OF ANTICIPATED REVENUES OR PROFITS, LOSS OR DESTRUCTION OF DATA, EQUIPMENT DOWNTIME OR OTHER INTERRUPTION OR LOSS OF USE OF EQUIPMENT, OR DAMAGES RESULTING FROM CLAIMS FOR COMMERCIAL LOSS BROUGHT AGAINST CUSTOMER, REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POTENTIAL FOR THE SAME.

24. INDEMNIFICATION. The Customer agrees to protect the Company from third party claims that could arise in connection with Company's provision of the work. This means that the Customer will hold the Company harmless and defend and indemnify Company against claims, demands, actions, and proceedings, from all such third party claims, but excluding liability arising out of the gross negligence or willful misconduct of Company.

- i. Copyrights: The Customer also warrants that the subject matter to be printed is not copyrighted by a third party. The Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily ensure a right to reproduce. The Customer further warrants that no copyright notice has been removed from any material used in preparing the work for reproduction.
- ii. To support these warranties, the Customer agrees to indemnify, defend and hold harmless the Company for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
- iii. Personal and Privacy rights: The Customer 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 rights. The Customer will, at the Customer's sole expense, indemnify defend and hold harmless the Company in all legal actions on these grounds for all liability, damages, and attorney fees that may be incurred in any legal action involving a third party claims that work is libelous or scandalous or threatens a third party's right to privacy.
- iv. In all instances of indemnification hereunder, the Company shall.
 - promptly notify the Customer of the claim or legal action; and
 - give the Customer reasonable time to undertake and conduct a defense.

The Company reserves the right in its sole discretion to refuse to print anything that it deems illegal, libelous, scandalous, improper or infringing upon copyright law.

25. STORAGE. The Company will retain intermediate materials until the services have been accepted by the Customer. If requested by the Customer, materials will be stored for an additional period for an additional charge, however the Company is not liable for any loss or damage to stored material beyond what is recoverable by the Company's fire and extended insurance coverage.

26. TAXES. All amounts due for taxes and assessments will be added to the invoice and are the responsibility of the Customer. No tax exemption will be granted unless the Customer's "Exemption Certificate" (or other official proof of exemption) accompanies the executed Quotation or has been previously filed with the Company.

27. POSTAGE. Quotations do not include postage. The Company will notify the Customer in writing (including e-mail) of the required postage as soon as this amount is known and will notify the Customer of the date when the postage must be received in order to complete the mailing prior to the agreed upon mailing date. While the Company will make every effort to provide the Customer with an accurate estimate of required postage, the Company is not responsible for additional postage charges if the rate of postage changes for reasons beyond Company's control.

Payment of postage in advance is required on all orders and is the responsibility of the Customer. The Company reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified.

28. CHOICE OF LAW. This agreement is made pursuant to and shall be governed by the law of the State of Wisconsin, and Customer consents to jurisdiction of the courts thereof.

Revised and updated July, 2011.