EQUIPMENT PURCHASE TERMS AND CONDITIONS

These terms and conditions (the “Terms”) are applicable to any and all Equipment purchases by Precision Press, Inc. (hereinafter “Buyer”) and Seller (hereinafter “Seller”).

1. ALL OTHER OFFERS ARE REJECTED

All of Seller’s previous offers are hereby rejected by Buyer, including Seller’s quotation that may have been previously provided, with the exception of any performance guarantees that regarding the Equipment that have been agreed to by the parties and Seller’s description of the Equipment in its quotation or offer. Such performance guarantees and Seller’s Equipment descriptions are hereby incorporated by reference. No other proposal, purchase order, invoice, order confirmation, acceptance, quote, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth by Seller associated with any Equipment purchase, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. Seller’s acceptance of any portion of Buyer’s payment for the Equipment shall constitute acceptance of the terms herein by Seller.

2. PURCHASE

Subject to the Terms, the Seller agrees to sell, transfer, convey and assign to the Buyer the Equipment on the terms set forth in the Precision Press Purchase Order.

3. PRICES

Purchase price of the Equipment shall be as specified in the Precision Press Purchase Order, to be paid as set forth in such Precision Press Purchase Order. Unless explicitly stated, the purchase price is inclusive of all taxes, charges, installation and other fees and expenses.

4. TITLE

Seller warrants that it can convey to Buyer good and marketable fee title to the Equipment and that such Equipment is not subject to any liens, levies or any encumbrances whatsoever. Seller has full authority to transfer ownership of the Equipment to Buyer. Seller will provide Buyer with all documentation, reports, drawings or instruction manuals in its possession or that are available for the Equipment.

5. ACCEPTANCE

Payment for the Equipment shall not constitute an acceptance. Buyer shall have the opportunity to inspect the Equipment, and the Equipment shall comply with and completely pass the Performance Guarantee before the Equipment is deemed accepted by Buyer, as determined solely by Buyer. In the event the Equipment fails to conform to the warranties and representations contained in this agreement, Seller shall promptly return all payment to Buyer.

6. TERMS OF PAYMENT

Buyer shall make full payment of the purchase price in the time frame specified in the Precision Press Purchase Order, subject to any applicable discounts for late delivery or breach of warranty as set forth below.

7. DELIVERY DATE

TIME IS OF THE ESSENCE AS TO ANY DELIVERY OR OTHER DATES SET FORTH IN THE PRECISION PRESS Purchase Order. Seller shall deliver and, as applicable, install, the Equipment no later than the date set forth in the Precision Press Purchase Order. Buyer may, without limiting its remedies hereunder, terminate any order and reject the Equipment if Seller fails to make timely delivery and installation of the Equipment, and Seller shall refund any payments made for the Equipment. In addition, in the event that Seller fails to deliver the Equipment within fifteen (15) days of the delivery date but Buyer accepts delivery, Buyer shall deduct ten percent (10%) of the total purchase price of the Equipment. In the event that Seller fails to deliver the Equipment within thirty (30) days of the delivery date, Buyer shall deduct an additional five percent (5%) of the total price of the Equipment. Subsequent additional thirty (30) day delays will result in additional five percent (5%) deductions in the purchase price by Buyer.

8. SHIPMENT/TITLE/RISK OF LOSS

Seller shall be solely responsible for loading, unloading, freight and insurance costs and for the prompt shipment of the Equipment from the facility where the Equipment is located, to the location designated by the Buyer. Title to, and risk of loss of the Equipment, shall remain with the Seller until installation is completed and acceptance of the Equipment by Seller.

9. INSTALLATION

Seller agrees that it shall be solely responsible for all installation costs of the Equipment. Seller has the sole responsibility to insure that such assembly and installation is made in compliance with all applicable state and local laws, codes, regulations, and standards.

10. WARRANTIES

Seller warrants and represents for a period of thirty-six (36) months following delivery of the Equipment, the Equipment: 1) complies with all applicable federal, state or local laws, rules and regulations and standards, including, without limitation, a warranty that all products produced using the Equipment shall comply with California’s Proposition 65; 2) shall perform strictly in accordance with the requirements of the Precision Press Purchase Order, including the description of the Equipment set forth by Seller; 3) shall conform to the specifications and descriptions in Seller’s most recent quotation or other documentation; 4) shall not require excessive maintenance or cause downtime; 5) shall be free from defects in material, workmanship, and design; 6) shall merchantable and fit for the purpose for which similar Equipment is sold; 7) shall be safe and comply, as applicable, with OSHA and other safety requirements; 8) shall comply with and completely pass any other performance guarantees agreed to by the parties; and 9) not infringe the intellectual property rights of third parties, including but not limited to third-party patents, copyrights, trademarks, trade secrets. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, Equipment provided by Seller in breach of these warranties may at any time within thirty-six (36) months after delivery be returned at Seller's expense and Seller shall fully refund the purchase price of the Equipment. In addition, Seller shall, at Buyer’s sole option and discretion, require the Seller to: (i) repair or replace the Equipment at no cost to Buyer; (ii) remove the Equipment at Seller’s expense and refund to Buyer all payments made, without interest; (iii) refund to Buyer all payments made and continue to allow Buyer to use the Equipment without charge until Buyer installs replacement Equipment and that replacement press is fully operational; or (iv) discount the purchase price of the Equipment to a price mutually agreed upon by Buyer and Seller.
11. PATENT INDEMNITY
Seller agrees to indemnify, hold harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or alleged infringement of any United States patent, trademark, copyright or other proprietary right of any third party arising out of or related to the manufacture, use or sale of the Equipment or any other materials furnished under this Order. In case said Equipment or material is alleged to infringe, or otherwise held to constitute infringement and the use thereof is enjoined, Seller shall, at its own expense, and at Buyer's election, either procure for Buyer the right to continue using said equipment or material, or at the option of Buyer either replace same with equally efficient non-infringing equipment or material, or modify it without impairing its efficiency so it becomes non-infringing, or remove said equipment or material and refund the purchase price and the transportation and installation costs thereof.

12. INDEMNITY/INSURANCE
Seller shall defend, indemnify and hold harmless Buyer from any claims, suits, judgments, fees and costs (including attorney's fees) based on or arising out of the Seller's Equipment, installation, services, breach of any representation, warranty, covenant, agreement or obligation under this Agreement and/or the resale or use of the Equipment purchased hereunder, including, without limitation, any and all costs, losses or liability arising out of or related to a breach by Seller of any of the terms and conditions of these Terms or the Precision Press Purchase Order.

Seller agrees to procure and maintain the following insurance coverage: Commercial General Liability insurance, including contractual liability and products and completed operations, Buyer as an additional insured, with limits not less than $5,000,000 per occurrence, and $5,000,000 Products/Completed Operations. Seller shall provide to Buyer a certificate of insurance evidencing such coverage, naming Buyer an additional insured, providing that such coverage shall not be cancelled or modified within thirty (30) days prior written notice to Buyer.

13. COMPLIANCE WITH LAW
Seller, in the performance of this Precision Press Purchase Order, shall comply with the provisions of the Fair Labor Standards Act, as amended, as well as the Regulations and Orders of the Department of Labor issued thereunder, Executive Order No. 11246 as amended, 29 CFR 470, 41 CFR 60-1, 60-250, 60-741, the provisions of the Occupational Safety and Health Act of 1970, and all other applicable Federal, state, and local laws, rules and ordinances, including but not limited to the those dealing with the protection of the environment.

14. TERMINATION AND LIMITATION OF LIABILITY
Buyer, by written notice, may terminate this Precision Press Purchase Order, in whole or in part at any time before delivery of the Equipment with no liability to Seller. In the event this Precision Press Purchase Order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of reprocuring similar Equipment. If this Purchase Order is terminated for the convenience of Buyer, Seller will be compensated to the extent that work has been performed by Buyer; provided, that Buyer shall have the obligation to mitigate any claim to out of pocket losses. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered, provided, however, that Buyer may terminate this Purchase Order at anytime with absolutely no liability to Seller, and a complete refund of the purchase price if the Equipment fails to comply with and completely pass any performance guarantees agreed to by the parties. Upon failure of any applicable performance guarantee, Seller shall refund all payments made by Buyer for the Equipment within five (5) business days.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUYER AND ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS AGREEMENT EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S LIABILITY FOR ANY DAMAGES HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT SET FORTH ON THE PURCHASE ORDER.

15. CONFIDENTIALITY/TRADE SECRETS
All specifications, data and other information furnished by Buyer, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval of the Buyer. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the Buyer. Prior to installation of the Equipment by Seller, all Seller's employees, agents or contractors performing such installation must sign Buyer’s confidentiality agreement.

16. MISCELLANEOUS
Each provision of this order and contract is severable and in the event that any one or more thereof is contrary to any applicable law or is declared invalid, the remainder of this agreement shall nevertheless remain in full force and effect and shall be deemed modified to confirm to any such law or laws. This order and contract constitutes the entire and exclusive agreement between the parties hereto with respect to the Equipment sold hereby and no modification or change in or waiver of any of the terms and conditions thereof shall be valid unless made in writing and executed by the parties hereto.

All provisions of this order and contract shall apply, insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrator's, Successors, or assigns.

In all cases, this contract will be construed and interpreted in accordance with the laws of the state of Minnesota without regard to the law of conflicts. The parties specifically agree that any court actions brought pursuant to this contract whether for breach on enforcement shall only be filed in the Minnesota court system.

17. DEFAULT
In case of default on this order and contract, the prevailing party will be reimbursed for all reasonable costs and attorney fees incurred by the prevailing party in any action to enforce the prevailing party's rights pursuant to this Agreement.

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