

1. **TERMS AND CONDITIONS OF SALE:** These Terms and Conditions of Sale (these “Terms and Conditions”) apply to the sale of the goods (the “Products”) and related services by Garrido Printing Equipment, Inc. (“Seller”) identified on the sales contract, quotation, order acknowledgement, invoice or other correspondence (the “Order Documentation”) signed by Seller incorporating these Terms and Conditions (together referred to as this “Agreement”), which together form the agreement between Seller and the purchaser identified in the Order Documentation (“Buyer”). Any terms and conditions in the Order Documentation shall supersede those set forth in these Terms and Conditions. **This Agreement sets forth the exclusive terms and conditions, in lieu of all other terms and conditions, appearing on Buyer’s purchase order or elsewhere and apply to all quotations made and orders accepted by Seller, unless specifically stated to the contrary in the Order Documentation. Any terms and conditions, whether in a purchase order or Buyer’s other documents, irrespective of their materiality, which are either different from or additional to these Terms and Conditions, are objected to and excluded unless expressly agreed to in Seller’s acknowledgement.** Any indication of Buyer’s purchase order or purchase order number will be for reference purposes only and will not constitute acceptance of any provisions in Buyer’s purchase order. This Agreement constitutes the entire agreement between the parties and cannot be modified except by a writing signed by both parties.
2. **PAYMENT:**
 - (a) Payments shall be due and invoiced by Seller as set forth in the Order Documentation.
 - (b) All payment terms are expressed in United States Dollars.
 - (c) All payments are due net 30 days after invoice unless otherwise set forth in the Order Documentation
 - (d) If any payment is not made when due, Seller reserves the right to charge Buyer interest in an amount calculated from the due date until the date of actual collection by Seller, calculated at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by law. Such interest will be in addition to, and not in lieu of, Seller’s other rights and remedies for Buyer’s default or non-performance. The total amount required to be paid by Buyer under this Agreement will be paid regardless of any dispute or controversy relating to this Agreement or the Products or to any other agreement, transaction, products, or services.
 - (e) Buyer shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within three (3) days from Buyer’s receipt of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the applicable time periods. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under this Agreement during any such dispute, including Buyer’s obligation to pay all due and undisputed invoice amounts in accordance with the terms of this Agreement.
3. **TAXES:** Sales, use, and other taxes and duties that are presently or may hereafter be imposed by any taxing authority are not included in the price of the Products. If such taxes are separately stated and collected at the time of payment of sale price, Buyer will be responsible for payment of that amount and will indemnify and hold Seller harmless from payment thereof, and Buyer will indemnify and hold Seller harmless for any additional amounts due.
4. **LEAD TIME:** If applicable, Seller’s required lead-time is set forth in the Order Documentation. The lead time is based on Seller’s receipt of a formal order, Buyer’s accompanying payment, and Buyer’s specifications, technical data, samples, test items, or other materials necessary for design of the Products, as may be further specified in the Order Documentation.
5. **SHIPMENT:**
 - (a) **Shipment Date:** The shipment date specified in the Order Documentation, if any, is dependent upon the lead time identified above and is approximate. Seller will endeavor to make shipment of orders as scheduled or as otherwise set forth in the Order Documentation, but Seller reserves the right to adjust shipment dates.

- (b) Shipment Terms and Conditions: Unless otherwise specified in the Order Documentation, delivery shall be ex works Seller's facility, where risk of loss or damage will pass to Buyer upon delivery. Absent Buyer's instructions regarding the carrier to be used, Seller reserves the right to choose any carrier; however, Seller does not retain the risk of loss or damage for the Products. Buyer shall be responsible for obtaining insurance to cover any loss to Buyer. Damage or loss of goods after leaving Seller's manufacturing location is Buyer's responsibility and will not relieve Buyer of its obligations under this Agreement. Unless otherwise set forth in the Order Documentation, all prices are ex-works Seller's facility. Shipping and related charges are not included. Shipments on common carrier do not include crating, delivery to the carrier, insurance in transit, or taxes and duties.
- (c) Buyer's Delay or Suspension of Shipment: If shipment is delayed or suspended by Buyer, Buyer will pay (1) Seller's invoice for the Products as per payment terms, (2) Seller's handling and storage charges then in effect (or, if no handling and storage charges are in effect, then any commercially reasonable handling and storage charges identified by Seller), and (3) demurrage charges if loaded onto rail cars.

6. INSTALLATION, PRODUCT ACCEPTANCE, AND START-UP SERVICE:

- (a) If applicable, the terms and conditions of installation, product acceptance, acceptance testing and/or start-up service are set forth in the Order Documentation. Unless otherwise specified in the Order Documentation, Products shall be deemed to be accepted by Buyer unless Buyer notifies Seller otherwise in writing within 10 days after delivery and such notice sets forth all of the defects upon which the rejection is claimed.
- (b) Buyer shall be responsible for providing a suitable structure or premises for the efficient transport, reception, installation, and maintenance of the Products and shall provide any necessary services such as electricity required for the installation and operation of the Products. Buyer will indemnify, defend and hold harmless Seller from personal injury, property damage, or damage to the Products caused by, arising from, or connected with the installation of the Products or start-up service unless such services are provided by Seller, subject to the exceptions set forth in any Order Documentation or these Terms and Conditions.

7. WARRANTY:

- (a) Products Manufactured by Third Parties: Seller makes no warranty to Buyer with respect to equipment manufactured by third parties and resold by Seller hereunder. Instead, such equipment will carry only the manufacturer's warranty.
- (b) Products Manufactured by Seller: Seller warrants Products of its own manufacture to be free of defects in material and/or workmanship, subject to the following restrictions: Unless otherwise set forth in the Order Documentation, Seller's warranty is valid for a period of 1 year from the date of delivery to the original Buyer. As Buyer's sole remedy for any breach of this Agreement by Seller, Seller shall replace or repair any Product found to be defective, at Seller's option, free of charge, exclusive of shipping and freight and labor incurred in removing or installing the defective Products. This warranty does not extend to Products damaged after date of shipment from Seller's plant where the damage is not directly due to a defect in material or workmanship. This warranty does not extend to Products altered or repaired by anyone other than Seller or Seller's authorized employees or technicians. This warranty does not extend to failure or damage due to negligence (other than that of Seller); accident; abuse; improper installation (other than installation made by Seller); improper operation or operation contrary to the specifications of the Products; use under abnormal conditions of temperature, moisture, dirt, or corrosion; or use with abrasive or corrosive materials. Seller will either examine the Products at Buyer's site, or issue shipping instructions for return to Seller (transportation costs pre-paid by Buyer). This warranty does not extend to expendable or consumable parts. This warranty does not apply to Products sold "as is." Any Products that Seller determines not to be defective as a result of faulty workmanship or material will be held subject to Buyer's disposition instructions upon payment by Buyer of the transportation and other charges, if any, advanced or to be advanced by Seller thereon.
- (c) Limitations: THE WARRANTIES SET FORTH IN THE FOREGOING PROVISIONS ARE LIMITED TO THEIR PRECISE TERMS AND PROVIDE EXCLUSIVE REMEDIES, EXPRESSLY IN LIEU OF ALL OTHER REMEDIES. SELLER DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOST PROFITS OR LOST OPPORTUNITY, ARISING FROM OR RELATED TO THIS AGREEMENT, ANY ACTUAL OR ALLEGED BREACH HEREOF, OR THE PRODUCTS. SELLER MAKES OR ASSUMES NO OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER BUYER NOR ANY OTHER PERSON IS AUTHORIZED TO ASSUME FOR SELLER ANY OBLIGATION OR LIABILITY NOT STRICTLY IN ACCORDANCE WITH THE FOREGOING OR TO REPRESENT THAT SELLER MAKES ANY OTHER

WARRANTIES OR GUARANTEES. SELLER'S ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PRODUCTS, SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS AND SERVICES COVERED HEREBY.

8. **RETURNS:** Products that are nonstandard or made to Buyer's specifications are not subject to return. Other Products manufactured by Seller may be returned for credit, if Seller, in its discretion, consents to such returns. Buyer's return must be made during the period of time established by Seller for accepting returns of such Products, which will be the shorter of the period of time set forth in the Order Documentation or within 60 days of delivery to Buyer. All transportation costs, incoming and outgoing, must first be paid by Buyer. A restocking charge, as established by Seller from time to time or as set forth in the Order Documentation, may be charged by Seller, such amount to not be twenty-five percent (25%) of the original Product purchase price. The returned Products must be new and in unused condition.
9. **CREDIT EXTENSIONS AND SECURITY INTEREST:**
- (a) **Credit Extensions:** All orders received by Seller are subject to credit approval, which shall be determined in Seller's sole discretion. Buyer agrees to submit items reasonably requested by Seller in order to assess or update Buyer's credit. Whenever Seller deems itself insecure (including, but not limited to, the initiation of bankruptcy or insolvency proceedings by or against Buyer), Seller may (without prejudice or waiving any other rights or remedies it may have at law or equity, cancel any outstanding orders with Buyer and/or hold production and/or shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest and applying the proceeds therefrom; and take any other steps permitted by law and necessary and desirable to secure Seller with respect to Buyer's payment for Products furnished or to be furnished. Buyer will pay Seller's actual costs of collection, including but not limited to, court costs and attorneys' fees and costs incurred for collection of any amount owed to Seller hereunder. Buyer shall have no right to offset against amounts owed to Seller. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, and regardless of other writings, statements or documents, shall be applied by Seller against any amount owing by Buyer with full reservation of all of Seller's rights and without an accord and satisfaction of Buyer's liability.
- (b) **Security Interest:** Buyer hereby grants to Seller a security interest in and to the Products and any additions or improvements to the Products, pursuant to the Uniform Commercial Code or other similar statute, to secure payment of the purchase price and other amounts due to Seller under this Agreement. Buyer agrees to execute all additional documents that, at the discretion of Seller, may be necessary to perfect the security interest of Seller in the Products, wherever such Products may be located. Should Buyer default per the terms of this Agreement, Seller will have all rights allowed by applicable law to a secured party.
- (c) **Default and Seller's Remedies:** Buyer will be in default under this Agreement and all unpaid installments will, at Seller's option, become immediately due and payable upon the occurrence of any of the following: if any of Buyer's obligations to Seller are not paid promptly when due; or if Buyer becomes insolvent or ceases to do business as a going concern; or if a petition in bankruptcy or foreign arrangement or reorganization is filed by or against Buyer, and if such petition, if filed against Buyer, is not dismissed within 30 days; or if a receiver is appointed for Buyer; or if Buyer breaches any provision of this Agreement. Upon Buyer's default, Seller will have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the collateral for which Buyer agrees to remain fully liable. Seller may require Buyer to assemble the collateral and to return it to Seller at a place to be designated by Seller that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, and the like will include attorneys' fees and other legal expenses.
10. **CANCELLATION:** Unless otherwise provided in the Order Documentation, the following cancellation terms and conditions shall apply. This Agreement is binding upon Buyer and Seller and cannot be cancelled after the Product is completed and ready for shipment. If this Agreement is cancelled by Buyer after the Product manufacturing is in process but not yet ready for shipment, Buyer shall pay Seller the percentage of the total order price corresponding to the proportion of the work completed in fulfilling this Agreement prior to Seller's receipt of such notice of cancellation, plus any actual expenses incurred by Seller in performance of this Agreement prior to notice of cancellation and Seller's reasonable and anticipated lost profit resulting from such cancellation. Seller may, at its option, cancel this Agreement if Buyer fails to make payment in accordance with the terms and conditions of this Agreement or any similar contract with Seller and Buyer hereby waives any cause of action and the right to any offset or counterclaim against Seller by reason of such cancellation.
11. **INTELLECTUAL PROPERTY:** Seller retains all rights to the Product specifications and other intellectual property in the Products, including, without limitation, any and all modifications requested by Buyer. Notwithstanding the foregoing,

where Seller supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch or specifications, Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Seller in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Seller related to such legal action, as well as reasonable attorneys' fees incurred by Seller.

12. COMPLIANCE:

- (a) **Safety Compliance:** Use of all guards, interlocks, electrical devices, and other safety devices supplied on the Products, and the operation of the Products in accordance with Seller's operating instructions, is essential for the safe use of the Products. Buyer agrees that it will not alter, deface, obscure, or remove any warnings, labels, and instructions affixed to Products or parts by Seller. Buyer agrees that it will not remove or render inoperable any guards, interlocks, electrical devices, or other safety devices. Buyer agrees to operate the Products in accordance with Seller's operating instructions.
- (b) **OSHA Standards:** With respect to Products used in the United States, Buyer is cautioned that all Products sold by Seller must be used in such manner as to meet the requirements of OSHA, the Occupational Safety and Health Act of 1970, and the regulations issued from time to time thereunder. Seller believes that its Products are capable of such complying use, but Seller does not represent, warrant, or agree to indemnify regarding OSHA matters or any other applicable occupational or industrial health and safety matters; and the only warranties Seller makes are those that are set forth and defined in the provision entitled "Warranty" above.
- (c) **General Compliance with Law:** Buyer shall comply with all applicable laws, including any U.S. laws and regulations, including, without limitation, U.S. export controls, U.S. economic sanctions, and anti-bribery laws (e.g., the U.S. Foreign Corrupt Practices Act, the UK Bribery Act). Buyer shall not take any actions that would cause Seller to be in violation of any of the above laws, including anti-bribery laws and U.S. export controls and economic sanctions.

13. FORCE MAJEURE: Seller shall not be liable or responsible for any non-shipment of Products, non-performance, delays in delivery or performance, or any damages suffered by Buyer by reason of the foregoing, and shall be excused from performance, when such non-shipment, non-performance, or delay is directly or indirectly caused by, or in any manner arises from, causes beyond Seller's reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Seller's inability to obtain, or material increases in the cost of, labor, fuel, power, materials or supplies; governmental interference; embargoes; war; acts of terrorism; riot; delays in transportation; any existing or future laws or acts of any government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government); repairs to equipment; epidemics; floods; fires; accidents; a contingency the non-occurrence of which was a basic assumption on which this Agreement was made; and/or any other cause or causes (whether or not similar in nature to any of those specified above) that renders such performance commercially impracticable or impossible, including, but not limited to, modifications to the specifications requested by Buyer subsequent to commencement of production by Seller.

14. BUYER'S REPRESENTATIONS AND WARRANTIES: Buyer represents and warrants to Seller that: if applicable, it is a corporation, limited liability company, or legal entity duly organized, validly existing, and in good standing under the laws of the state of its organization or formation; Buyer has the full right, power, and authority to enter into this Agreement and to perform Buyer's obligations hereunder; the execution of this Agreement by its representative whose signature is set forth on this Agreement, and the delivery of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer; the execution, delivery, and performance of this Agreement by Buyer will not violate, conflict with, require consent under or result in any breach or default under any of Buyer's organizational documents, any applicable law, or with any agreement to which Buyer is a party or to which any of its material assets are bound; and all financial information that it has provided to Seller is true and accurate and fairly represents Buyer's financial condition.

15. EQUITABLE RELIEF TO ENFORCE EXCLUSIVE PURCHASE OBLIGATIONS (IF APPLICABLE): Buyer acknowledges and agrees that, in the event that this Agreement involves an obligation of Buyer to purchase Products exclusively from Seller (a) a breach or threatened breach by Buyer of its exclusive purchase obligations thereunder would give rise to irreparable harm to the Seller for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Buyer of any such obligations, Seller shall, in addition to any and all other rights and remedies that may be available to Seller at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other

relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

16. MISCELLANEOUS:

- (a) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and cannot be modified except by a writing signed by both parties. There are no understandings, representations, or warranties of any kind not expressly set forth herein.
- (b) **Severability:** If any provision contained herein is held by a court or governmental entity of competent jurisdiction to be unenforceable, such provision will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect; and this Agreement will be interpreted and enforced consistent with such revision.
- (c) **Waiver:** The failure of Seller to insist upon strict performance of any of these Terms and Conditions or any terms set forth in any Order Documentation will not be considered a continuing waiver of any such Term or Condition or any of Seller's rights.
- (d) **Governing Law:** Any claim or controversy arising out of or relating to this Agreement or to matters of the place of contracting, interpretation, performance, breach, and obligations of the parties will be construed and adjudicated in accordance with the laws of the State of Florida. The United Nations Convention on Agreements for the International Sale of Goods will not apply to this Agreement.
- (e) **Forum Selection for Disputes:** Any action or legal proceeding of any kind arising out of or relating to this Agreement or a breach thereof will be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in the Miami-Dade County, Florida and Buyer waives any objection it may now have or hereafter have to venue or to convenience of forum.
- (f) **Assignment:** This Agreement will be binding upon and inure to the benefit of the parties hereto and their representatives, successors, and assigns, except that no transfer or assignment by Buyer will bind Seller without Seller's prior written consent, and any attempt to do so will be void and invalid. However, Seller may assign this Agreement to the purchaser of all or substantially all of the assets and business to which this Agreement relates.
- (g) **Validity of Quotations:** Unless otherwise set forth in the Order Documentation, Seller's quotations are valid for thirty (30) days from the date thereof.