

The sale of goods and/or services described on any invoice, estimate, quotation, or project proposal (each, a "Quotation") issued by IWCO ("IWCO") to the customer identified therein ("Client") is governed by the following terms and conditions ("Terms and Conditions"), and any sale of goods or services by IWCO is expressly subject to IWCO's approval of Client's credit. As used herein, "Agreement" means these Terms and Conditions together with the applicable Quotation. In the event of a conflict between these Terms and Conditions and the accompanying Quotation, these Terms and Conditions shall control. Notwithstanding anything to the contrary, if the parties have executed a master services agreement and/or a statement of work covering the sale of goods and/or services by IWCO to Client (each, a "Superseding Agreement"), then the terms of such Superseding Agreement shall govern in all respects.

1. Specifications and Terms. The Quotation is based on the specifications and requirements stated therein. Subsequent orders and change orders may be subject to price adjustments. Client may issue purchase orders referencing the Quotation solely for Client's internal administrative purposes and convenience.

2. Subcontractors. Unless expressly prohibited in the applicable Quotation, IWCO may engage third-party suppliers and service providers ("Subcontractors") to perform the services or provide products or material support in connection therewith. IWCO shall act as principal in its engagement of any Subcontractors and shall remain the Client's sole point of contact with respect to the services, including invoicing and payment. IWCO shall remain responsible for performance of the services and for the acts and omissions of its Subcontractors to the same extent as if such services were performed by IWCO's own employees. IWCO shall not disclose Client's Confidential Information (as defined below) to any Subcontractor unless such Subcontractor is bound by written confidentiality obligations that are no less protective of such Confidential Information than those set forth under these Terms and Conditions.

3. Production Schedules; Delays. All production schedules shall be agreed upon by the parties in writing and, as applicable, shall include a Last Day to Order ("LDO"), which identifies the final date on which Client may request changes to the order that may impact paper or other required raw materials. For changes requested by Client after the LDO, IWCO shall use commercially reasonable efforts to accommodate such requests; however, IWCO does not guarantee material availability. Client shall be responsible for, and shall reimburse IWCO for, all documented fees, expenses, and costs incurred by IWCO as a result of such changes, including material, restocking, and shipping costs. IWCO shall not be liable for any failure to meet a production schedule, or for any delay, to the extent caused by Client or any of Client's third-party agents, including delays in furnishing artwork or information, approving or disapproving work, supplying materials, or otherwise timely performing Client's obligations. Client acknowledges that such delays may result in additional costs. IWCO shall also not be liable for delays caused by labor or material shortages, carrier or supplier delays, or by events beyond IWCO's reasonable control, including fire, flood, earthquake, acts of God, utility or internet failures, pandemics, acts of war or terrorism, civil unrest, embargoes, governmental actions, or similar events ("Force Majeure Events"). In such cases, applicable production schedules shall be extended for the duration of such delay. Pricing under this Agreement is based on Client's full and timely compliance with all schedules and requirements. Any deviation by Client from an agreed schedule may result in revised delivery dates and/or additional charges. IWCO may suspend performance until any required schedule revisions and related pricing adjustments are approved by Client in writing.

4. Quantities. Variations in quantity shall not exceed ten percent (10%) of the quantity ordered, unless expressly stated otherwise in the applicable Quotation. IWCO shall invoice for the actual quantity delivered within such tolerance. If Client requires a guaranteed quantity, the applicable tolerance must be specified at the time of the estimate. In connection with direct mail handling and processing, and storage or fulfillment services, IWCO shall not be responsible for normal spoilage of materials occurring in the ordinary course of such services. Client acknowledges that appropriate allowances for spoilage will be taken into consideration when it specifies the quantity to be ordered and produced.

5. Electronic Files. IWCO shall use reasonable efforts to protect against the loss of Client's electronic content and data files; however, Client is solely responsible for maintaining complete and accurate copies of all original files provided to IWCO. IWCO is not responsible for accidental damage to Client-supplied media or for the accuracy, completeness, or integrity of any materials, content, data, or information provided by Client. Unless otherwise expressly agreed by IWCO in writing, IWCO makes no representation or warranty regarding its ability to work with jobs submitted in digital formats and assumes no liability for issues arising from or relating to such formats. Any translating, editing, or programming required to use Client-supplied files shall be performed at Client's expense at IWCO's then-current rates. Client remains solely responsible for the accuracy of all data files provided. Any changes or edits initiated by IWCO to Client-supplied

data files must be approved by Client in writing prior to use for production purposes. IWCO shall not be responsible for errors in printed materials resulting from incorrect data provided by Client or approved by Client following such changes or edits.

6. Proof Approvals. Client and IWCO shall mutually agree whether proofs are required as part of the order, including, as applicable, electronic or physical prepress proofs, press proofs, and/or lettershop or bindery proofs. If proofs are required, Client shall approve such proofs in writing (or provide written requests for correction, as applicable). IWCO shall have no obligation to perform additional work until Client has approved any proofs presented for review. Following Client's approval of proofs, IWCO shall not be responsible for defects in printed or finished products. IWCO shall likewise have no responsibility for defects in printed or finished products if Client elects not to require press proofs and/or finishing proofs. In no event shall IWCO be liable for the costs of reprinting or mailing products which contained defects and which were previously approved by Client.

7. Storage and Ownership of Property. If requested by Client and agreed by IWCO, IWCO may provide storage of finished and semi-finished product and Client-furnished materials. All storage shall be charged to Client at IWCO's then-current rates. Client assumes all risk of loss with respect to, and shall maintain adequate insurance on, all property furnished by or owned by Client while such property is stored on IWCO's premises. Client hereby releases IWCO from any and all liability for loss of or damage to Client property in IWCO's possession, whether direct, consequential, or incidental, however caused, and neither Client nor its insurers shall have any claim against IWCO for any such loss or damage. If storage charges remain unpaid for ninety (90) days, IWCO may require Client to remove the applicable product or materials from storage. If Client fails to remove such product or materials within fifteen (15) days after notice, IWCO may sell such materials and remit the net proceeds to Client after deduction of storage charges and costs of sale. IWCO may destroy any Client product not removed within such twenty (20) days period. Except for Client-furnished materials, all other materials used by IWCO in producing the work, whether or not charged to Client, are and shall remain the property of IWCO.

8. Risk of Loss. Title to, and risk of loss of, all materials and finished work, or any portion thereof, shall pass to Client upon delivery to a common or contract carrier or to the U.S. Postal Service mail unit, F.O.B. IWCO's or its Subcontractor's shipping dock. All stock and materials belonging to Client shall be held solely at Client's risk, and Client shall be solely responsible for maintaining adequate insurance coverage with respect to such materials.

9. Postage. Unless expressly stated in the applicable Quotation, all estimates, quotes, and proposals exclude postage. IWCO will notify Client in writing of the required postage amount when reasonably practicable and will advise Client of the date by which postage must be funded in order to meet the agreed mailing date. IWCO is not responsible for increases in postage rates or additional postage charges resulting from circumstances beyond IWCO's reasonable control. Payment of postage in advance is required on all orders and is the responsibility of Client. IWCO may hold mailings until sufficient postage has been paid or verified. Client shall be responsible for any additional expenses incurred by IWCO, and any schedule delays, resulting from Client's failure to timely fund postage.

10. Taxes. Client shall be responsible for all applicable sales, use, value-added, excise, or similar taxes, duties, or governmental charges imposed on or in connection with the services, whether or not separately stated on IWCO's invoices. No tax exemption shall apply unless official documentation substantiating Client's claimed exemption is on file with IWCO or accompanies the applicable order. If, after Client has paid an invoice, it is determined that more tax is due, Client shall promptly remit such taxes to the applicable taxing authority or immediately reimburse IWCO for any such taxes paid by IWCO.

11. Additional Charges. The pricing set forth in the Quotation is based on the cost of services, labor, energy, raw materials, and freight as of the date the Quotation was submitted to Client and shall remain valid for thirty (30) days from that date.

IWCO reserves the right to adjust the fees and pricing identified in the Quotation to reflect changes in the market price of materials or freight based on then-current market prices at the time the services are performed. IWCO shall use commercially reasonable efforts to mitigate any such pricing adjustments and shall promptly notify Client of any proposed changes. Any additional costs incurred by IWCO as a result of Client's failure to perform its obligations in a timely manner, including delays in delivery of Client-supplied materials or approvals, or the unsuitability of materials furnished by Client, shall be at Client's sole risk and expense. Spoilage of Client-supplied materials, and any work rendered unusable due to quality issues or material shortages attributable to Client-furnished materials, shall likewise be at Client's sole risk and expense.

12. Payment Terms. If approved for credit, Client shall pay all invoices within thirty (30) days from the invoice date, without set off or deduction. Any undisputed amounts not paid when due shall accrue interest from the due date at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Client shall be responsible for all reasonable costs and expenses incurred by IWCO in collecting any past-due amounts, including reasonable attorneys' fees. Notwithstanding anything to the contrary herein, if Client defaults in the payment of any amount due under this Agreement or any other agreement then being performed by IWCO for Client, IWCO may, upon written notice, suspend performance of the services and/or withhold delivery of product or materials until all undisputed amounts are paid in full. IWCO shall have no liability for any damages, losses, or claims arising solely from such suspension or withholding as a result of Client's non-payment.

13. Security Interest. As security for the payment of any and all amounts due or to become due to IWCO from Client, Client hereby grants to IWCO a security interest in, and IWCO shall have the right to retain possession of, (a) all tangible Client property now or hereafter in IWCO's possession, excluding any Client-provided content or data, and (b) all work in process and final work produced by IWCO in connection with the applicable Quotation.

14. Cancellation. If Client cancels an order after it has been accepted by IWCO, Client may be subject to a cancellation fee and shall be liable for all costs and expenses incurred by IWCO as a result of such cancellation that are not otherwise avoidable through reasonable commercial efforts. Such costs and expenses may include, without limitation: (i) press, bindery, or lettershop downtime; (ii) storage, handling, or disposition fees for materials ordered, received, or inventoried on Client's behalf; and (iii) any other related costs or obligations.

15. Warranty; Limitation of Liability. IWCO warrants its services shall be of commercially acceptable quality and the work shall conform to the specifications set forth in the applicable Quotation. Acceptance of this Agreement by Client supersedes and renders void any statements concerning liability appearing in any other Client contracts, purchase orders, or correspondence. Client must notify IWCO in writing of a claim for defects, damages, or non-conformance within ten (10) calendar days after delivery of the work or the date such issues should reasonably have been discovered, whichever is later, and Client irrevocably waives all claims not timely asserted. No action for breach of this warranty may be commenced more than sixty (60) days after delivery of the work. IWCO's sole liability, and Client's exclusive remedy, for breach of this warranty shall be, at IWCO's option, either (a) replacement of the non-conforming portion of the work, or (b) a credit equal to the cost of reproducing the non-conforming portion of the work. If a Superseding Agreement applies to the applicable work, this Section 15 shall apply only to the extent inconsistent with the warranty, remedy, and limitation of liability provisions set forth in the Superseding Agreement.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL IWCO BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST POSTAL DISCOUNTS), EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IWCO'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WORK SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE SPECIFIC PORTION OF THE WORK GIVING RISE TO THE CLAIM.

16. Client Representations; Compliance; Indemnification. Client represents and warrants that: (a) Client owns or has obtained all necessary rights, licenses, consents, and approvals to provide Client's content, data, instructions, materials, and Client Marks to IWCO and to grant the licenses and permissions contemplated by this Agreement, and the foregoing do not and will not infringe, misappropriate, or otherwise violate any proprietary or intellectual property

rights of any third party; (b) Client's entry into and performance of this Agreement, and Client's use of the products and services provided by IWCO at Client's direction, do not and will not result in the misuse of personally identifiable information or violate any applicable laws or regulations; and (c) Client has full right, power, and authority to enter into and perform this Agreement, and neither the execution nor performance of this Agreement violates or results in a breach of any agreement or obligation binding upon Client. Client shall, at all times, remain solely responsible for ensuring that the products and services produced by IWCO at Client's direction are used in compliance with all applicable rights, laws, and regulations. Client agrees to indemnify, defend, and hold harmless IWCO from and against all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of the foregoing representations, warranties, or obligations.

17. Client Marks. To the extent necessary for IWCO to perform the services, Client grants to IWCO a non-exclusive, non-transferable, revocable license to use Client Marks solely in connection with the provision of the services during the applicable term. "Client Marks" means the trademarks, service marks, trade names, logos, symbols, insignia, decorative designs, and other similar intellectual property owned or provided by Client.

18. Confidentiality. Each of Client and IWCO may have access to the other party's confidential and proprietary information, including, without limitation, advertising and editorial content, business methods, strategies, specifications, customer lists, pricing, costs, and other financial and business information or data ("Confidential Information"). Each party agrees to use the other party's Confidential Information solely in connection with the services to be performed by IWCO and not to disclose such Confidential Information to any third party except to those persons with a legitimate need to know such information for such purpose and are bound by confidentiality obligations at least as protective as those set forth herein. Each party acknowledges the unauthorized use or disclosure of Confidential Information may result in irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the disclosing party shall be entitled to seek injunctive or other equitable relief to enforce this Section, without the requirement to post bond, in addition to any other remedies available at law or equity.

19. Additional Terms. This Agreement may be amended, modified, or waived only by a written instrument expressly identified as such and executed by both parties. No failure or delay by IWCO in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. Client may not assign this Agreement, in whole or in part, without the prior written consent of IWCO. Any attempted assignment in violation of the foregoing shall be null and void. In the event of any voluntary or involuntary bankruptcy or insolvency proceeding by or against Client, or the appointment of a receiver for Client, IWCO may terminate any unfilled portion of the applicable Quotation or this Agreement without any liability. All remedies available to IWCO under this Agreement or at law or in equity shall be cumulative and not exclusive. This Agreement, together with the applicable Quotation, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral. IWCO's failure to object to any additional or different terms contained in any purchase order or other communication from Client (including any online terms or click-through terms) shall not constitute acceptance of such terms. Notice of objection to any such terms is hereby given for purposes of Section 2-207(2)(c) of the Uniform Commercial Code. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict-of-laws principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and waive any objection based on forum non conveniens. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party. Notwithstanding the foregoing, if a Superseding Agreement applies, the dispute resolution, venue, and arbitration provisions of the Superseding Agreement shall control and this Section shall not modify or supersede them. Section headings are for convenience only and shall not affect the interpretation of this Agreement.