

TERMS AND CONDITIONS OF SALE

EFFECTIVE DATE: August 18, 2025

PRICING PROPOSAL: All pricing proposals are valid for thirty (30) days, unless extended by mutual agreement. Nosco reserves the right to requote a job at the time of submission if the copy, artwork, specifications, or other input materials differ from those on which the original quotation was based, or if a pricing error occurred due to a mutual mistake. Nosco reserves the right to revise production pricing prior to shipment on acknowledged orders due to changes in the cost of raw materials to manufacture product. In the event the U.S. Government imposes new tariffs on raw materials used by Nosco in the production of goods for the Customer, Nosco reserves the right to adjust pricing accordingly. A minimum of thirty (30) days' notice will be provided for any price adjustment resulting from such government-mandated tariffs.

VALUE-ADDED SERVICE FEES: Nosco requires a purchase order in advance for all value-added services provided by Nosco to the customer. This includes, but is not limited to, artwork and brand design services, prepress services, and engineering developmental services. Nosco reserves the right to invoice for these services upon completion.

ORDERS: Order acceptance is subject to customer-credit approval. Upon acceptance, Nosco has the right to void the acceptance of the customer purchase orders due to contingencies, such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond Nosco's control. Canceled orders upon the request of the customer require compensation for incurred costs and related obligations.

DEVELOPMENTAL WORK: Developmental work (samples, research and development tests or validation runs) will be performed as per Nosco's pricing proposal. Upon receipt, the customer acknowledges that all developmental work is for sampling/prototyping purposes only, and is not intended for commercial and/or production use in its current state.

CREATIVE DESIGN WORK: Drawings, copy, mockups, samples and all other creative work developed or furnished by Nosco are Nosco's exclusive property, unless paid for by the customer. Nosco must give written approval for all use of this work and for any derivation of ideas from it.

ARTFLO SUPPORT: All drawings, copy, mockups and layout files are Nosco's exclusive property, unless paid for by the customer. Nosco is not responsible for verifying copy, and relies on the customer to perform a final proofread of all files.

DIES, ELECTRONIC FILES AND ARTWORK: All dies, electronic files and artwork will be held by Nosco consistent with the purchase order or customer specifications. If not specified therein, if inactive, dies will be destroyed after twenty-four (24) months and electronic files and artwork will be destroyed after forty-eight (48) months.

ACCURACY OF SPECIFICATIONS: Pricing proposals are based on the accuracy of the specifications provided. Nosco does not take responsibility for version control. The customer is responsible for clearly identifying which version of the artwork files should be used for each purchase order. It is also the responsibility of the customer to provide complete and correct specification details at the time of the purchase order. If no specifications are provided, Nosco will use its established standards to produce the product requested.

PREPARATORY MATERIALS: Artwork, plates, electronic files, dies, and all other items supplied by Nosco remain Nosco's exclusive property, unless paid for by the customer.

ELECTRONIC IMAGES: It is the customer's responsibility to maintain a copy of the original file. Nosco is not responsible for the accuracy of furnished input or final output from customer files. Until digital input can be evaluated by Nosco, no warranties are made about Nosco's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional changes needed to utilize customer-supplied files will be charged at prevailing rates.

ALTERATIONS / CORRECTIONS: Customer alterations include all work performed to make changes requested in writing, and to ensure the file will print properly and per the customer's specifications. All such work will be charged at Nosco's prevailing rates.

PROOFS: Nosco requires pre-approved copy or an approved proof before printing a file. If pre-approved copy is not provided, Nosco will submit proofs for the customer's review and approval. The customer will return the signed and dated proof (or an image thereof) marked "O.K. to print," "O.K. with corrections," or "revised proof required." Until the proof approval is received, no additional work will be performed. Nosco will not be responsible for undetected production errors if the produced item matches the approved proof or if the customer has instructed Nosco to proceed without approved proofs at its own risk. The customer may authorize Nosco (in writing) to execute an internal signoff of pre-approved copy, while the customer still assumes responsibility for the content within the original file.

COLOR PROOFING, MATCHING & STANDARDS: Due to differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and Pantone colors should be expected in the completed job. When variation of this kind occurs, it will be considered acceptable performance. If color standards are used, Nosco will match to them within industry standards.

OVER-RUNS OR UNDER-RUNS: Unless otherwise agreed upon in writing, over-runs and/or under-runs will not exceed ten percent (10%) of the quantity ordered. Nosco will bill for actual quantity delivered within the tolerance.

CUSTOMER PROPERTY: Nosco will only maintain fire and extended coverage on property belonging to the customer while the property is in Nosco's possession. Nosco's liability for this property will not exceed the amount recoverable from insurance.

DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Nosco's dock. The customer shall provide Nosco with shipping and billing information. Proposals are based on continuous and uninterrupted delivery of the complete order. Charges for delivery of materials and supplies from the customer to Nosco, or from the customer's supplier to Nosco, are not included in the pricing proposal unless specified. Title for finished work passes to the customer upon transfer to the carrier at Nosco's dock. Special priority pickup or delivery service will be provided at current rates upon the customer's request.

PRODUCTION SCHEDULES; FORCE MAJEURE: A production schedule can only be established through the receipt of proof approval, purchase order and specifications (if applicable). Production schedules will be established and followed by both the customer and Nosco. In the event that production schedules are not adhered to by the customer, delivery dates are subject to change. There will be no liability or penalty for delivery delays caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("Force Majeure Event"); provided that a Party may not claim relief for a Force Majeure Event under this Section unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the "Delayed Party") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants require by this section.

CUSTOMER-FURNISHED MATERIALS: Artwork, special dies, and/or other materials ("Materials") furnished by the customer must be usable by Nosco. Items requiring alteration will be changed by Nosco at Nosco's current rates.

OUTSIDE PURCHASES: Unless otherwise agreed upon in writing, all outside purchases required to complete produced items are chargeable based on Nosco's pricing proposal.

TERMS/CLAIMS/LIENS: Payment shall be whatever was set forth in the pricing proposal or invoice, unless otherwise provided in writing. Payment terms are one-half percent (½%), ten (10), net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the customer in writing no later than thirty (30) calendar days after delivery. If no such claim is made, Nosco and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Nosco's performance has fully satisfied all terms, conditions and specifications. Nosco's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Nosco has the right to hold and place a lien on all customer property in Nosco's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

TITLE AND RISK OF LOSS: Title and risk of loss and damage to the goods sold under the agreement shall vest in the customer when the goods are shipped Free on Board ("FOB") Nosco's dock. The customer shall be responsible for damages to goods shipped from Nosco to the customer's warehouse or end location.

INTELLECTUAL PROPERTY: Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by Nosco shall vest in and belong to Nosco. Nosco may use any artwork or printing produced by itself for the purposes of promoting itself. Customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible Materials prior to instructing Nosco to reproduce the same. Customer shall defend and indemnify Nosco from all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or any claim that the reproduction of the Materials by Nosco which were provided by the customer infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

COPYRIGHTS: The customer also warrants that the subject matter, the concepts, the ideas, the artwork and the fonts to be printed on the goods are not copyrighted by a third party or that the customer has a license or owns the intellectual property for the Materials. The customer is in full compliance with all legal requirements applicable to the Materials. The customer also recognizes that because the Materials do not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the Materials for reproduction. To support these warranties, the customer agrees to indemnify and to hold Nosco harmless 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 by the customer.

PERSONAL OR ECONOMIC 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 or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Nosco in all illegal actions on these grounds as long as Nosco: promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. Nosco reserves the right to use its discretion in refusing to print anything deemed illegal, libelous, scandalous, improper or infringing upon by copyright law.

ASSIGNMENT: None of the rights or obligations of the customer under these terms and conditions may be assigned or transferred in whole or in part without the prior written consent of the other party; provided, however, Nosco may assign any or all of these conditions or agreement to any of its affiliate or to an entity acquiring substantially all of the assets of Nosco's business.

WARRANTIES; DISCLAIMER: For a period of six (6) months from date of sale, Nosco warrants the cartons, labels and inserts will conform to the specifications described in the purchase order and related specification document, if any, provided they are properly stored. If there is a conflict between the purchase order and a separate customer-supplied specification document, the purchase order shall govern. The customer understands that all drawings, copy, samples and preparatory work shown to the customer are intended only to illustrate the general type and quality of work. They are not intended to represent the actual work performed. Nosco warrants only that the work will conform to the description contained in the purchase order and specification provided by the customer. Nosco's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Nosco be liable for specific, individual, or consequential damages. **NOSCO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY AND FITNESS FOR PURPOSE. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN ARE EXCLUDED.** Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to applicable law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.

INDEMNIFICATION: The customer agrees to defend and indemnify Nosco and its officers, directors, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and costs, incurred by Nosco arising out of or resulting from any cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether in law or equity of a third party alleging or relating to: (i) customer's purchase and/or use of the goods; (ii) customer's breach of the agreement, including without limitation any representation or warranty herein; (iii) customer's negligence or more culpable act; (iv) any infringement of intellectual property rights of a third party, regardless of whether customer was aware of such rights, caused by the content provided by customer to Nosco for use in producing finished goods; (v) customer's failure to comply with any law or regulation with respect to the content it finalizes and approves for use on the goods; or (vi) any act or omission of customer that results in damages or harm to Nosco.

TAXES: All amounts due for taxes and assessments will be added to the customer's 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 purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse Nosco for any additional taxes paid.

TERMINATION: If either Party is in breach of any of its material obligations hereunder, the alleged breaching party shall use commercially reasonable efforts to remedy such breach as soon as possible, and if such breach is not remedied within a period of thirty (30) after receipt of written notice thereof provided to the alleged breaching party by the non-breaching party, then the non-breaching party may terminate this agreement after such cure period. Nosco may terminate its arrangement with customer based on these terms and conditions immediately upon notice if customer shall: (a) file in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction a petition in bankruptcy or insolvency or for reorganization or for arrangement or for the appointment of a receiver or trustee of that its assets; (b) propose a written agreement of composition or extension of its debts; (c) be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof; (d) propose or be a party to any dissolution or liquidation; (e) make an assignment for the benefit of its creditors; or (f) admit in writing its inability generally to pay its debts as they fall due in the general course.

LAW/VENUE/DISPUTE RESOLUTION: The parties agree that Illinois law shall govern any dispute arising out of these terms and conditions. The parties irrevocably submit to the courts of Illinois. The parties agree that any dispute shall be first negotiated among senior executives of the parties. If after forty-five (45) days the dispute remains unresolved, then either party may seek court intervention.