

1. Acceptance: This order is accepted by Tech, Tag & Label, Inc. (the "Company"), on and subject to the following terms and conditions, which terms and conditions may not be varied or added to except by a writing signed by the Company's duly authorized representative. Any terms in Purchaser's order or confirmation which are inconsistent herewith should not be binding upon the Company.

2. Terms: Unless otherwise specified on the face of the invoice, payments terms are Net 30 days.

3. Freight: All shipments are F.O.B. shipping point unless otherwise stated. All risk or loss of damage to the goods shall pass to the Purchaser upon delivery of the goods to a common carrier, whether sold with freight allowed or otherwise. The Company reserves the right to ship goods via the most economical routing, unless otherwise specified by the Purchaser..

4. Taxes: All sales, excise or similar taxes which the Company may be required to pay or collect with respect to the goods covered by this order shall be paid by the Purchaser, except as otherwise provided by law.

5. Excuse: The Company shall not be liable for failure to perform this contract by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or by other causes beyond its reasonable control.

6. Warranty and Exclusion of Warranties: All statements, technical information and recommendations about the Company's products are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. All products are sold with the understanding that the Purchaser has independently determined the suitability of such products for its purposes. Any products shown to the satisfaction of the Company within the time provided to be so defective shall be replaced without charge or the Company may issue a credit in such amount as it deems reasonable. However, in no event shall the Company be responsible for claims beyond the replacement value of the defective product or in anyway liable or responsible for consequential or incidental damages.

No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise, except as set forth above (which is made expressly in lieu of all other warranties) shall apply to products sold by the Company. The Company specifically disclaims and excludes all other such warranties. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of the Company.

7. Claims: All returns must be authorized in advance. Unauthorized returns will not be accepted and will be returned by the carrier. All returns must be authorized within sixty (60) days of our shipping date. Liability for rejected labels is limited to the price charged for the same labels. Credit will only be issued for those labels which are returned unless otherwise agreed to. Credit will be limited to errors of omission and commission; if the Purchaser wishes to change copy, label design, or other facets of the label, credit will not be given toward replacement of the incorrect labels. In no instance shall the Company be held liable for damages arising from the use of its products in excess of actual replacement cost of the Company's products.

8. Change in Order or Cancellations: Changes in quantities, copy, color or stock may be made depending on the stage of the order. These changes may require a change in pricing or a charge for work incurred. Cancelled orders will be subject to all charges for materials, artwork, and services incurred at the time of cancellation.

9. Credit: Credit is established by providing (4) references, preferably one (1) bank and three (3) trade. If a credit rating cannot be established, you may be asked to accept the order on a C.O.D. basis, send payment in advance, or use a major credit card.

10. Patents or Copyrights: When orders are manufactured to the Purchaser's specifications, the purchaser agrees to assume any liability resulting from actions or demands brought against us for patent or copyright infringements.

11. Rights to Promotion: We reserve the right to use all products in our advertising and displays unless otherwise specified in writing at the time of order.

12. Over-Runs and Under-Runs: We seek to produce requested quantities; however, we reserve the right by industry standards to over-run or under-run orders by 10%, which will constitute fulfillment of the order. Exact quantities can be specified.

13. We reserve the right to refuse any order that we judge not acceptable in language or design.