

## TERMS AND CONDITIONS OF SALE OF PAUL LEIBINGER INC. – LEIBINGER PRODUCTS AND SERVICES (APPLICABLE TO PRODUCTS SOLD IN THE UNITED STATES, CANADA, and MEXICO)

**1. Acceptance.** These terms and conditions of sale ("Terms") are applicable to all quotations, sales orders, purchase orders and/or requests for service (collectively, "Orders"), and are the only terms and conditions applicable to the sale or other provision of Seller's products ("Products") and/or services ("Services") to Buyer, except those that relate to prices, quantities, delivery schedules and the description and specifications of the Products and/or Services. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in, or attached to, Buyer's Orders. Buyer's acceptance of Products and/or Services requested in an Order will constitute its acceptance of these Terms.

**2. Pricing, Billing and Payment.** The price to be paid by Buyer shall be that contained on the Seller's price list last published before the date of actual delivery of the Products. Payment is due prior to the date of shipment of Seller's products, except where satisfactory credit is established in the sole discretion of Seller. In the latter case, payment is due within 30 days of the later of the date of shipment of Seller's products or Buyer's receipt of invoice, unless otherwise agreed in writing by Seller. Seller reserves the right to revoke or modify any credit extended at Seller's sole discretion. Seller reserves the right to assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Unless otherwise specifically indicated by Seller, prices quoted are exclusive of, and Buyer agrees to pay, shipping and related fees, foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except only taxes based on Seller's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Seller prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer shall promptly make payment to Seller or directly to such taxing authority if requested by Seller. Payments are not subject to setoff or recoupment for any present or future claim Buyer may have. Pricing is subject to change only by Seller upon any change in information and/or requirements during the course

of an Order. Otherwise, all pricing is firm. Seller does not represent that its prices will be the lowest charged to any other customer or comparable to prices offered by any third party. Seller hereby reserves a purchase money security interest in all Products sold or to be sold under this agreement. These interests will be satisfied by payment in full.

**3. Changes.** Orders may be amended by either party by written change order signed by both parties setting forth the particular changes and effect of such changes on price and/or time of delivery. Seller reserves the right to charge Buyer additional fees for changes in drawings and/or designs required after Product installation and/or set-up resulting from: (i) incorrect tolerances furnished by Buyer; (ii) deviations from specifications submitted by Buyer; and (iii) causes beyond Seller's control, including, but not limited to, misaligned, maladjusted, or malfunctioning existing tie-in equipment, inadequate support systems, improper installation, modification and damage. Seller reserves the right to terminate any Orders without further obligation if it determines it is not commercially practicable to meet the required specifications.

### **4. Place of Delivery and Method of Tender.**

Delivery terms are EXW Seller's Plant (Incoterms 2010) unless otherwise agreed to in writing by Seller. Seller will arrange for an appropriate means of transportation of Products. Buyer agrees to pay all transportation charges incurred after Products are delivered to the carrier unless Seller otherwise agrees in writing. Buyer shall bear any special expenses, including special handling, priority, packaging and additional or freight charges, if Buyer furnishes special transportation instructions. When "export packing" is required, Buyer shall be responsible for any extra charges such as export duties, licenses, fees and the like. Orders for Products to be exported are subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer will not re-export the Products or

any products or items which incorporate the Products if such re-export violates local or U.S. export laws. Title and risk of loss or damage to the Products or any part of the Products will pass to Buyer upon delivery to common carrier at the point of shipment and Buyer shall be responsible for filing any damage claims with the carrier. Products and/or Services are deemed accepted unless Buyer provides Seller with written notice of rejection within 20 days after delivery or a shorter period agreed to in writing by the parties.

Seller's Right to Delay or Cancel. The Parties agree that any stated delivery dates are approximate and that delivery of any Products ordered from Seller under this Agreement may be delayed for a period of time sufficient to allow Seller to manufacture and assemble or otherwise acquire the Products for Buyer. The Parties further agree that Seller shall not be held liable to Buyer or any other party for any losses, damages, penalties, or expenses for any delay in delivery of the Products. Notwithstanding any other terms contained in this Agreement, Seller reserves the right to refuse, cancel or delay any shipment to Buyer if any amounts due to Seller from Buyer for any reason become past due, when payment for a shipment has not been arranged to Seller's reasonable satisfaction, or when Buyer has failed to perform any of its material obligations under this Agreement. Such refusal, cancellation or delay of any shipment shall not be deemed a breach or default of this Agreement by the Seller.

Termination for Buyer's Financial Insecurity. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically and without notice upon the occurrence of any of the following events, each of which shall be deemed to be an incurable breach of this Agreement: (i) Buyer's dissolution, termination of existence, insolvency or bankruptcy; (ii) the appointment of a receiver of any part of the property of Buyer; (iii) an assignment for the benefit of creditors by Buyer; (iv) the filing by Buyer of a petition in bankruptcy or under any insolvency laws or any laws related to the relief of debtors, readjustment of indebtedness or reorganization of Buyer; (v) Buyer's failure to make repayment of its obligations for borrowed money; or (vi) Buyer's failure to comply with any law with respect to conduct related to this Agreement, or engaging in any practice with respect to the Products determined to

be illegal or an unfair trade practice. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.

**5. Condition of Products.** Products sold are considered to be NEW unless indicated otherwise. For purposes of these Terms, the term: (i) "NEW" shall mean new in original packaging, never used, full limited warranty applies; (ii) AS-NEW shall mean in original packaging, never installed at customer site but unit may have been used as internal demonstration unit or used at a tradeshow, full limited warranty applies; and (iii) USED shall mean in original packaging or suitable equivalent as determined at Leibinger's sole discretion, but unit may have been previously installed at customer site or used in our training facility, unit has been thoroughly tested and is in good working order, reduced warranty applies.

**6. Installation; Maintenance.** Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation of Products. Cost of installation is not included in the purchase price. If Seller offers installation services it will be quoted at the current rate and expected time duration, including travel charges. Buyer is responsible for all additional charges/fees related to delays due to its failure to comply with its defined portion of the installation plan (e.g., not providing agreed upon access to the production/packaging line, not complying with pre-installation checklist). Installation does not include mechanical, electrical, pneumatic, water or ventilating tie-ins to existing systems. Buyer assumes responsibility for all Product maintenance.

**7. Descriptions and Specifications.** To the extent permitted by applicable law, all descriptive specifications and other data furnished by Seller or otherwise contained in catalogues or other advertising materials are approximate only and are intended to be merely a general description of Products and are not incorporated by reference into any agreement between Seller and Buyer, under these Terms or otherwise. To the extent permitted by applicable law, any description or visual representation or details of Product provided by

Seller to Buyer are representative only, and the actual Product delivered may differ.

**8. Limited Warranties.** Seller warrants the Products and Services in accordance with its standard warranty policies, available on Seller's web site at [www.leibinger-group.com](http://www.leibinger-group.com).

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No employee or agent of Seller, other than an officer of Seller by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Certain printing applications may be regulated by the United States Food & Drug Administration or by laws in other jurisdictions. These may include applications where ink may come into contact with medical devices, pharmaceuticals, cosmetics, food or other substances intended for consumption, or veterinary health products. It is solely the responsibility of the Buyer to ensure compliance with any such regulations.

#### **9. Warranty.**

**a. Equipment Warranty.** The seller, Paul Leibinger, Inc. ("LEIBINGER"), warrants that the printing and coding equipment purchased from LEIBINGER conforms to LEIBINGER's published specifications and are free from defects in materials and workmanship. Unless otherwise provided herein, this warranty covers the parts necessary to correct any non-conformities or defects with the equipment. The warranty period extends until 12 months after date of shipment of equipment from LEIBINGER's facilities. Below are exceptions to the above warranty: equipment purchased by Original Equipment Manufacturers ("OEMs") warranty period for equipment extends for 24 months after installation of equipment at end-user site, provided OEM registers the equipment serial number and follows LEIBINGER's warranty registration procedure. LEIBINGER will pass through transferable manufacturer's warranties for Products not manufactured by LEIBINGER.

**b. Parts Warranty.** LEIBINGER warrants that: (i) non-consumable parts and spare parts will conform to LEIBINGER's published specifications and be free from defects in workmanship and materials for 12 months from date of shipment; and (ii) consumable spare parts, including, without limitation, filters,

belts and rollers shall conform to LEIBINGER'S published specifications and will be free from defects in workmanship and materials at the time of shipment.

**c. Supplies Warranty.** LEIBINGER warrants that its supplies, which include inks, solvent/additive fluids and other consumable products (excluding consumable spare parts), will conform to LEIBINGER's published specifications and will be free from defects in workmanship and materials through the stated "best when used before date" appearing on the container.

**d. Software Warranty.** LEIBINGER warrants that for the earlier of 90 days from installation or 120 days from shipment, its software will perform substantially in accordance with LEIBINGER's published specifications and any accompanying user documentation, if the Software is used under normal operation and maintenance conditions. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN "AS IS" BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.

**e. Warranty Services.** Should any failure to conform to the warranty appear within the warranty period (or 30 days after shipment for consumable spare parts), Buyer must promptly notify LEIBINGER in writing, after which LEIBINGER will confirm that the non-conforming goods were stored, installed, maintained and used in accordance with LEIBINGER's recommendations, accompanying documentation, published specifications and standard industry practices. At LEIBINGER's request, Buyer shall provide ship the goods to LEIBINGER for repair and/or replacement credit after obtaining a valid Return Material Authorization number.

**f. Failure to Repair.** If LEIBINGER is unable to repair warranted goods after a reasonable number of attempts, LEIBINGER will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods; or (ii) a refund of the purchase price depreciated in accordance with standard

accounting principles. THIS SECTION 6 CONTAINS BUYER'S EXCLUSIVE REMEDIES AND LEIBINGER'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.

**g. Warranty Exceptions.** LEIBINGER's warranties herein do not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect or any other use not in accordance with LEIBINGER's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to LEIBINGER's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in LEIBINGER's accompanying documentation or published specifications; (v) repair or service by anyone other than LEIBINGER or its authorized and certified representatives; (vi) the warranted goods or any part thereof, including without limitation the ink system and printhead being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by LEIBINGER; (vii) any attachments to the warranted goods not manufactured, distributed or approved by LEIBINGER; or (viii) any modifications to the warranted goods not approved by LEIBINGER. This Warranty Policy covers goods owned, leased or otherwise held only by Buyer at all times (and no other third parties), and located only in the United States, Canada, Mexico and Latin America, unless otherwise prohibited by law.

**h. Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO EMPLOYEE, RESELLER OR AGENT OF LEIBINGER, OTHER THAN AN OFFICER OF LEIBINGER, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

**i. Limitation of Liability.** IN NO EVENT WILL LEIBINGER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH

OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT OF LIABILITY, LEIBINGER'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY LEIBINGER GIVING RISE TO THE CLAIM.

Misuse of Equipment. Any tampering, misuse or negligence in handling or use of Equipment, or the use of spare parts, fluids or accessories which have not been either supplied by Seller or approved in writing by Seller, renders the warranty void. Further, the warranty is void if, at any time, Buyer attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Buyer creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced.

OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.

**9. Software License.** Seller grants Buyer a non-transferable, non-sublicenseable, non-exclusive, license to use software contained or embedded in the Products ("Software") solely in conjunction with operation of Products as permitted by Seller. All other rights, title and interest in the Software shall remain the exclusive property of Seller or its licensors. Buyer is prohibited from (i) reproducing the Software, any component thereof or any documentation related thereto, and (ii) decompiling, disassembling, compiling or reverse engineering the Software or otherwise attempting to gain access to the Software source code. Buyer shall not use, duplicate or disclose any technical data or any information regarding the Software for any purposes. These rights are subject to any underlying license to Seller from a third party of any component or application of the Software.

**10. Default.** If Buyer (i) fails to furnish shipping instructions for Products within the time specified, (ii) fails to order any shipment of Products within the time specified therefor, (iii) fails to supply adequate credit within the time specified, (iv) fails or refuses to accept any shipment of Products properly

tendered, (v) fails to tender any payment when due in accordance with these Terms and the terms of the applicable Quote, (vi) is determined by Seller to be likely to default on any such payment, including if Buyer is unable, or states that it is unable, to pay its debts as and when they become due or where a receiver is appointed for all or any portion of the assets of Buyer, or (vii) fails in any other respect to perform its obligations in accordance with these Terms, the occurrence of any of the events specified in clauses (i) – (vii) above being deemed to constitute a material breach hereof if such material breach is not cured (if capable of being cured) within thirty (30) days thereof, Seller may treat such default as a total breach of the entire contract, or a breach only as to the individual shipment or installment, and, in addition to any other rights or remedies which Seller may have at law or in equity, Seller may cancel the Quote, terminate the Quote as to the portion thereof in default or as to any unshipped balance, or both, and/or take possession of and resell, after two (2) days written notice to Buyer, any of the Products which have been shipped and which Buyer has wrongfully failed or refused to accept, and receive from Buyer the difference between the purchase price with respect to such Products and the price obtained on resale (if less), as well as any incidental costs and expenses incurred by Seller. All rights and remedies of Seller shall be cumulative and not exclusive of any other rights or remedies which Seller would otherwise have at law or in equity. Buyer shall cooperate with Seller in Seller's enforcement of its rights and remedies hereunder, including granting Seller access to Buyer's facilities for the purpose of retaking possession of any Products that are the subject of a de-fault, and shall indemnify Seller for all costs and expenses (including attorneys' fees) incurred by Seller in connection with the repossession, transport and/or disposal of any Products that perish, become damaged or tainted, or otherwise become unsalable as a direct or indirect result of Buyer being unable or unwilling to accept delivery of such Products.

**11. Limitation of Buyer's Remedies.** IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL, EQUITABLE OR STATUTORY CLAIM, CAUSE OF ACTION OR LEGAL THEORY. IN ANY

EVENT OF LIABILITY, SELLER'S LIABILITY SHALL BE LIMITED TO ACTUAL DAMAGES TO THE EXTENT DIRECTLY AND SOLELY CAUSED BY SELLER'S MATERIAL BREACH. EXCEPT AS OTHERWISE PROHIBITED BY LAW, SELLER'S MAXIMUM LIABILITY HERE-UNDER REGARDLESS OF LEGAL THEORY WILL NOT EXCEED PRICE OF SELLER'S PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE REQUIRED TO INDEMNIFY BUYER OR ANY OTHER PARTY.

**12. Seller's Remedies.** Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may defer performance hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer are fully satisfied. Seller's rights and remedies in these Terms are in addition to, and not in lieu of, any other rights or remedies Seller may have at law or in equity.

**13. Proprietary Rights.** Seller will retain all intellectual property rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the sale or other provision of Products and/or Services to Buyer. Buyer agrees not to enforce against Seller or Seller's customers any patent rights that include any system, process or business method utilizing or otherwise relating to Products and/or Services delivered pursuant to an Order. Seller will not furnish any data, other than installation and specification data, unless it is specifically requested in an Order. The parties will separately negotiate rights and price for such data.

Buyer acknowledges that Seller is the owner of intellectual property related to the Products, and proprietary color and patterns used in connection with its Products (the "Copyrights"). Buyer shall not use the Marks or Copyrights or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Marks or Copyrights. Buyer acknowledges that it is not being licensed any right or interest of any kind in the Marks or Copyrights and that Buyer may not use same without the prior, written consent of Seller.

Buyer agrees that it shall not use or disclose, or permit the use or disclosure of, Seller Confidential Information, except as required by these Terms. All

use or disclosure of Seller Confidential Information shall be for the sole and exclusive benefit of Seller. Buyer shall obtain Seller's written consent prior to any publication, presentation, public announcement or press release concerning its relationship as a customer of Seller, and shall not disclose the terms of any Quote accepted by Seller other than to such of Buyer's employees who have a need to know such information in the ordinary course of Buyer's business.

**14. Hazardous Materials.** Buyer acknowledges that certain materials covered by this Agreement may currently or later be considered hazardous materials under various laws and regulations. Buyer agrees to educate itself (without reliance on Seller except as to the accuracy of special safety information furnished by Seller), with respect to any hazards of such materials, their applications and the containers in which such materials are shipped, and to inform and train its employees and customers as to such hazards. By taking delivery of Product under the terms of this Agreement, Buyer acknowledges receipt of Seller's current safety data sheet(s) ("SDS") concerning the properties of and safe handling procedures of the Product. Buyer acknowledges that the Product may be hazardous material and represents and warrants that it is familiar with the properties of and safe handling procedures for the storage, handling, transportation and use of the Product. Buyer will inform its customers of those safe handling procedures of the Product. Buyer shall hold Seller harmless against any claims by its agents, employees or customers relating to any such hazards except to the extent such claims arise solely and directly from Seller's failure to meet written specifications or the inaccuracy of specific safety information furnished by Seller.

**15. Products Not for Resale.** Buyer represents and warrants that it is purchasing the Products for its own use and not for resale purposes. If Buyer breaches the foregoing, Seller may: (a) void, eliminate and/or refuse to continue to make available to Buyer any volume or other type of discount, rebate or preferential payment term; (b) cancel the Order; and/or (c) refuse to accept any further Orders from Buyer. This provision does not apply to Seller's authorized third party sellers, distributors, OEMs and activity allowed under a Distribution Agreement.

**16. Delay.** Delivery dates are approximate and not guaranteed. Seller will not be liable for any damages or costs resulting from any delays in performance. Buyer may terminate a non-custom Order without penalty only for delays in excess of 30 days for which Seller is responsible, and only as to the undelivered portion.

**17. Cancellation.** Except as otherwise provided herein, all sales are final. Buyer may not cancel Orders for custom Products or shipped Products that have left Seller's dock. All other Orders are subject to a 10% cancellation fee. In the event of cancellation, Seller is entitled to all costs incurred plus a reasonable profit. Cancellation must be in the form of a certified letter to Seller.

**18. Force Majeure.** Except for Buyer's payment obligations, neither party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, pandemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, or other similar causes ("Force Majeure Event"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (i) extend the time for performance for the duration of the Force Majeure Event, or (ii) cancel all or any part of the unperformed part of this Agreement and/or any Purchase Order if such Force Majeure Event lasts longer than sixty (60) days. If a Force Majeure Event affects Seller's ability to meet its obligations at the agreed upon pricing, or Seller's costs are otherwise increased as a result of such Force Majeure Event, Seller may increase pricing accordingly upon written notice to Buyer.

**19. Assignment.** Buyer may not assign this Agreement, either in whole or in part, nor delegate any performance hereunder, without the express, written consent of the Seller, which consent shall be at Seller's sole and absolute discretion. Any assignment without such consent shall be null and void. Seller may assign this Agreement upon written notice to Buyer.

**20. Governing Law; Venue; Actions; Attorneys' Fees.** This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Walworth County, Wisconsin. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any action by Buyer for loss or damage arising from or related to the Products and/or Services must be commenced within the earlier of one (1) year from the date of delivery or occurrence of the event, or such claim will be forever barred. If Seller substantially prevails in any legal dispute, Buyer shall pay all reasonable costs incurred by Seller, including but not limited to, attorneys' fees and costs of legal action. If Buyer's account is referred for collection to any external attorney, collection agency, person or entity that is not our salaried employee, Buyer shall pay all collection costs incurred by Seller. Such collection costs include all fees permitted by applicable law including, but not limited to, attorneys' fees, court costs, and collection agency fees.

**21. Relationship of the Parties.** The relationship of the Parties hereto is that of vendor and purchaser. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Accordingly, Buyer shall not be empowered to bind Seller in any way, to incur any liability, make any statements, representations, warranties or commitments, or otherwise act on behalf of the Seller. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

**22. Entire Agreement; Modifications; Waiver.** These Terms are the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by

law. Any modifications hereto must be in writing and signed by both parties. Seller's failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. If any term herein is declared invalid or unenforceable to any extent, the remainder of these Terms will not be affected thereby, and each term herein will continue to be valid and enforceable to the fullest extent permitted by law.

**23. Notices.** All notices or other communications required to be given to Seller under this Agreement shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Paul Leibinger Inc.  
2702 Buell Drive, Unit 2  
East Troy, WI 53120