

Revised April 12, 2013

TERMS AND CONDITIONS OF SALE

NOTICE: All sales are subject to the following terms and conditions, which are part of the agreement of sale and may not be changed or supplemented without Encore's written approval. In the event of any conflict between these terms and conditions and those submitted by purchaser, the following terms and conditions will prevail.

TERMS: Unless otherwise stated in writing, payment terms are Net 30 from the date of invoice on all open accounts with established credit. Abuse of payment terms may result in a terms reduction without prior notice. Unless otherwise stated in writing, all product will be delivered F.O.B. shipping point. Prices are those in effect at time of shipment and are subject to change without notice. Prices do not include printing plates, art and engraving charges, or any applicable fuel surcharge. A finance charge of 1 1/2% per month will be applied to any unpaid balance after 30 days. Encore reserves the right to correct tax rates and/or collect the sales/use tax as required by law at any time after delivery of product. Purchaser agrees to pay all reasonable expenses incurred by Encore if collection efforts are necessary, including but not limited to attorney's fees, legal, and collection costs in addition to any other awards or relief which may be granted. **ANY PARTIAL PAYMENT INTENDED TO BE MADE IN FULL SATISFACTION OF A DISPUTED AMOUNT MUST BE SENT TO 319 HOWARD DRIVE, SANDUSKY, OHIO, 44870 ATTN: VICE PRESIDENT/GENERAL COUNSEL.**

PURCHASE ORDERS: Encore requires written purchase orders prior to accepting an order. Encore reserves the right to increase or decrease units ordered to the nearest standard shipping carton. In addition, Encore reserves the right to ship over-runs within a range of plus or minus 10%. All orders are subject to i) correction of clerical and pricing errors; ii) acceptance or rejection by Encore based on requirement date and material availability; and iii) approval by Encore's credit department. **Minimum order quantity is \$750.00.** On printed and special color items, please refer to the print schedule and color up-charge chart for minimum quantities and applicable service charges.

ARTWORK: New accounts must have credit approval before any artwork can be prepared. Under no circumstances will artwork be prepared without a written purchase order. All engravings and artwork will remain the property of Encore. Signed approval for all artwork prepared by Encore or its suppliers are required. Printing plates, print scheduling, or actual printing will not begin until signed approval is received by Encore. Normal lead times will begin on the date that signed approval of the artwork is received. Verbal approvals are not acceptable. The individual who signs or initials the approved artwork is fully responsible for that artwork. Encore does not warrant the accuracy of printed graduations or the scanability of printed universal product codes. Encore recommends a full size (100%) or larger UPC, printed in black ink on a white container or white lid. Other variations in UPC sizes, color of ink or product color will diminish scanability. Under no circumstances is Encore liable for loss of product, loss of business, damages, or consequential damages arising from the scanability of Encore's product.

TITLE, RISK OF LOSS: Title to material and risk of loss will pass to purchaser upon delivery to the carrier at the time and place of shipment.

CLAIMS: Purchaser agrees to make prompt inspection of the product delivered hereunder. All palletized shipments departing Encore's docks are stretch-wrapped prior to being loaded. Purchaser agrees to note on freight bill or delivery receipt whether pallet stretch-wrap is intact. All claims for lost, suspected shortage, or damaged merchandise during transit must be made in writing within 3 days from receipt of shipment. Claims for suspected shortage or damaged goods should be filed immediately with the carrier and notation of shortages and damages made on freight bill or delivery receipt. All claims for non-conformity must be made in writing within 3 days from receipt of shipment. Failure to make any claim within such period will constitute irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions, and specifications of this contract. Product may not be returned without first obtaining written authorization from Encore pursuant to its then applicable return authorization procedures. No product returns will be considered unless authorization is requested within 12 months of receipt of shipment. Approved returns must ship freight prepaid. All returns are subject to inspection and a 15% restocking charge. The resolution of all disputes will be governed by and resolved in accordance with the laws of the State of Ohio. All claims for co-op advertising and other credits and allowances must be made, if at all, within thirty days after the end of the calendar year during which such amount is incurred. Any dispute arising hereunder will be litigated in the Common Pleas Court of Erie County, Ohio and purchaser consents to jurisdiction of Ohio courts and venue of Erie County for such purpose. Encore will have all rights of a secured party as to all goods sold hereunder as provided under Article 9 of the Uniform Commercial Code as adopted in Ohio.

LIMITED WARRANTY: All products are sold with the understanding that purchaser will request, examine, and test samples of the product prior to purchase in order to determine whether the product meets purchaser's requirements. Encore warrants to purchaser that the products will be free from defects in material and workmanship at the time of delivery thereof. This limited warranty extends only to purchaser and is strictly limited to replacement F.O.B. Encore's plant of any product which was defective at the time of delivery thereof, provided written claim has been received from purchaser within 12 months after delivery thereof and such original product or component is returned prepaid to Encore. This warranty does not apply to printed graduations; the scanability of UPC's or where any claimed defect arose as a result of purchaser's misuse, neglect, alteration, or accident with respect to the product delivered hereunder. Encore will not be liable for any loss of profit, loss by reason of plant shutdown, non-operation, increased expense of operation, loss of product or materials, or other special or consequential loss or damage of any nature, and all claims for such loss or damage are expressly waived by purchaser. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND OF ANY OTHER OBLIGATION ON THE PART OF ENCORE. EXCEPT AS EXPRESSLY STATED, ENCORE WILL NOT BE DEEMED TO HAVE MADE AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED OF ANY NATURE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT WILL NOT INFRINGE UPON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. ENCORE WILL NOT BE LIABLE FOR ANY LIABILITY FOR LOSS DUE TO FORCE MAJEURE.** Purchaser will hold Encore harmless from and will be responsible for any loss, damage, or injury to persons or property arising out of the use of the product supplied by Encore except to the extent caused by Encore's negligence in product design or manufacture, and in no case will Encore be liable to purchaser for special, indirect, or consequential damages. These limitations and exclusions will apply regardless of the form of action, whether including misrepresentation, negligence, or gross negligence.

ACCEPTANCE: Acceptance of purchaser's order is limited to, and is hereby made expressly conditional upon purchaser's assent to, the foregoing terms. Purchaser's assent will be deemed given upon purchaser's acceptance of merchandise shipped hereunder or purchaser's failure to make written objection thereto within 7 days after receipt of acknowledgement whichever occurs first. Encore objects to the inclusion of any different or additional terms proposed by purchaser in purchaser's acceptance of this offer to sell, and if any are included in purchaser's acceptance, a contract for sale will result upon Encore's terms as stated herein. Each shipment received by purchaser from Encore will be deemed to be only upon the terms and conditions contained herein, notwithstanding Encore's acceptance of payment for any shipment.

TIME: Lead time will vary due to demand and circumstances. Encore will not be liable for failure to deliver or delays in delivery due to causes beyond its control or the control of its suppliers. If any delay in delivery due to such causes occurs, the time for delivery will be extended for a period of 60 days. If delivery is not made within such extended period, Encore reserves the right to cancel such order without liability to either party.

RETURN AUTHORIZATION: To return product, please follow these easy steps: 1) call our customer service department for a return merchandise authorization ("RMA") number and instructions; 2) include with your return a copy of your invoice or packing slip and identify your RMA number; 3) return the product pursuant to the RMA instructions to the original shipping address unless the RMA instructions provide otherwise. No product may be returned without a valid RMA number.