

Jostens Standard Terms and Conditions for Supplies and Services

1. Acceptance. This purchase order ("Purchase Order") constitutes an offer on the part of Jostens, Inc. and/or one or more of its affiliates or subsidiaries ("Jostens") to purchase the products or services set forth herein (the "Products" and/or "Services") upon the conditions and terms and at the prices stated herein. Seller's delivery of the items identified in this Purchase Order shall constitute Seller's acceptance of all of the conditions, terms and prices stated herein and no deviations from the conditions, terms and prices provided by Seller will be valid or binding upon Jostens.

2. Price. Unless otherwise specified, the price stated includes all charges and expenses of Seller including, but not limited to, packing, boxing, cartage and any and all applicable taxes and duties of Federal, state, provincial or local governments. Seller agrees to accept in lieu of any tax that may be included in this Purchase Order a tax exemption certificate or other evidence acceptable to the Federal, state, provincial or local government and to reduce the price as stated herein by the amount of such exempt tax. Jostens will pay all invoices for accepted products within sixty (60) days of the date of such invoice. Jostens shall independently determine the prices at which it sells such Products to its customers.

If additional payments will be or have been made to Seller by Jostens for items such as assists (e.g., tooling, molds, dies, materials or components provided for incorporation in or for use in the manufacture of the finished merchandise), royalties, packing, selling commissions or other incidental charges, such additional value(s) should be separately itemized and identified on the commercial invoice. Seller invoices must not indicate a nominal value for goods but shall indicate the invoice price charged to Jostens.

3. Delivery. (a) Time of delivery is of the essence of this contract, and if delivery is not made on or before the specified date of delivery, Jostens reserves the right, without liability, to return same at the Seller's expense.

(b) Jostens reserves the right to designate carriers and routes when freight charges are the responsibility of Jostens. Seller agrees to reimburse Jostens for excess freight charges incurred as a result of failure to follow such designations by Jostens.

(c) Commercial Invoice Requirements. Seller shall furnish Jostens with a written commercial invoice containing, at a minimum, the following information: (i) reference to this purchase Order; (ii) Seller's name and address; (iii) Jostens' name and address; (iv) country of export; (v) detailed description of merchandise in English, including the product name/code; (vi) accurate quantities and weights of the merchandise shipped; (vii) actual purchase price, including all elements of the amount paid or payable by Jostens; (viii) the currency in which the sale was made; (ix) all charges, costs and expenses associated with the merchandise, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (x) all rebates or discounts; (xi) the country of origin (manufacture) of the goods; (xii) the Harmonized Tariff Schedule number of the goods (if known), (xiii) the agreed upon terms of sale as noted in this purchase Order, and (xiv) all goods or services furnished for the production of the merchandise (e.g., "assists") not included in the invoice price for the first shipment of goods destined for the customs territory of the United States (or other applicable jurisdiction) incorporating the goods or services, unless Jostens directs otherwise in writing.

4. Law Governing; Venue; Conflicts in Terms. The terms and conditions of this agreement, and the resolution of any disputes arising out of it, shall be governed by and interpreted in accordance with the laws of the State of Minnesota, USA. Any dispute arising out of this agreement shall be venued exclusively in a court of competent jurisdiction in Hennepin County, Minnesota. Any and all terms and conditions specified by Jostens and noted on the face of this Purchase Order or any attachments thereto, shall take precedence over any pre-printed terms herein which may be inconsistent therewith. In no event will any terms on any Seller document regarding the order and delivery of the goods or services specified herein (whether pre-printed or not) take precedence over the terms of this Purchase Order or be given effect by Jostens.

5. Indemnity. Seller agrees to indemnify and hold Jostens harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs (including reasonable attorneys' fees and expenses) of any kind or nature arising out of or related to
- a) Sellers performance or nonperformance of its duties under this Agreement,
 - b) any act, omission or default of Seller or its employees and/or contractors,
 - c) any breach by Seller of the warranties provided hereunder,
 - d) Seller's failure to follow any product specifications provided by Jostens and
 - e) any liability resulting in any way from any product delivered by Seller to Jostens hereunder.

This indemnity shall survive the termination of this Purchase Order.

6. Packing and Shipping. All articles are to be suitably packed or otherwise prepared for shipment so as to meet requirements for obtaining lowest transportation rates and to meet carrier's requirements. No charges will be allowed for packing, crating or cartage unless stated in the order. Each container must be marked to show order number, and itemized packing sheets must accompany each shipment or delivery.

7. Inspection. All Products shall be subject to inspection, testing and approval by Jostens before or after acceptance, at Jostens' premises or any other location selected by Jostens. Products rejected as damaged, defective or otherwise not conforming in any way to a Purchase Order (including these terms and conditions) may be held or returned by Jostens to Seller at Seller's risk and expense, including transportation and handling costs, and Jostens in any event shall be entitled to a full refund. Seller shall promptly reimburse Jostens for any and all costs incurred by Jostens to inspect or test such nonconforming Products or otherwise incurred by Jostens as a result of such nonconforming Products. Jostens' acceptance, inspection, testing, approval and/or use of or payment for any Products shall not constitute a waiver of any rights or remedies (including rights or remedies with respect to any non-conformities later discovered) and shall not relieve Seller from any liabilities or obligations under its warranties or otherwise.

8. Risk of Loss. Notwithstanding F.O.B. point specified on the face hereof, Seller assumes all risk of loss of or damage to any Products until the Products are finally accepted by Jostens pursuant to the terms of the Purchase Order and these terms and conditions.

9. Warranty. In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or articles covered by this Purchase Order will conform to drawings, specifications and other description and will be of good quality and workmanship and free from defects. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Jostens and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, materials or articles which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement, as Jostens may direct, and Seller shall provide conforming replacement goods as directed by Jostens and within the time frame required by Jostens, all at Seller's sole cost and expense.

10. Textiles. If this Purchase Order includes textiles, then: (a) Seller hereby guarantees that any Textile Fiber Products specified herein are not misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act and rules and regulations thereunder. (b) Seller hereby guarantees that reasonable and representative tests made according to the procedures prescribed in Section 4(a) of the Flammable Fabrics Act show that fabrics used or contained in the articles of wearing apparel and fabrics otherwise subject to said Act covered by and in the form delivered under this document are not so highly flammable as to be dangerous when worn by individuals. (c) Seller hereby guarantees that Seller has filed with the Consumer Product Safety Commission a continuing guaranty pursuant to the Flammable Fabrics Act.

11. Composition of Products/Product Content. (a) Lead Free Products. All Products provided pursuant to this Purchase Order shall be "lead free" (defined as less than .01 % or 100 ppm lead by weight), and by providing any Products pursuant to this Purchase Order, Seller is certifying that such Products are lead free as so defined. In addition, any surface coatings applied to any Products provided hereunder (including but

not limited to paint) shall be lead free (defined as less than 90 ppm lead), and by providing any Products pursuant to this Purchase Order, Seller is certifying that all such surface coatings are lead free as so defined.

(b) Phthalate Free Products. No Products provided pursuant to this Purchase Order shall contain any of the following phthalates: di-(2-ethylhexyl) phthalate (DEHP), dibutyl phthalate (DBP), benzyl butyl phthalate (BBP), diisonoyl phthalate (DINP), diisodecyl phthalate (DIDP) or di-n-octyl (DnOP), and by providing any Products pursuant to this Purchase Order, Seller is certifying that no such Products contain any of the aforementioned phthalates.

(c) If this Purchase Order is for a Jewelry item, as defined below, then such jewelry item shall be "lead free" (defined as either 0.01% or 0.0% (less than 100 ppm) lead by weight), "mercury free" (defined as no mercury having been intentionally added to the product) and cadmium free, as well as electroplated with suitable under and finish coats, and by providing any Jewelry item pursuant to this Purchase Order, Seller is certifying that such Jewelry item is lead free, mercury free and cadmium free as so defined and that such Jewelry item has been electroplated with suitable under and finish coats. Jostens may, at its sole discretion, require the Seller to provide a test document from an Independent Test facility certifying that such jewelry has been tested in accordance with EPA Methods 3050B, 3051A or 3052.

(i) "Jewelry" - Any of the following ornaments (each, an "Ornament") worn by a person: anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, hair accessory, earring, necklace, pin, ring, tie clip, Body Piercing Jewelry (as defined below), Jewelry placed in the mouth for display or ornament; any bead, chain, link, pendant or other component of an Ornament; a charm, bead, chain, link, pendant or other attachment to shoes or clothing that can be removed and may be used as a component of an Ornament; or a watch in which a timepiece is a component of an Ornament, excluding the timepiece itself if the timepiece can be removed from the Ornament.

(ii) "Body Piercing Jewelry" - Any part of Jewelry that is manufactured or sold for placement in a new piercing or a mucous membrane, not including any part of that Jewelry not placed within a new piercing or a mucous membrane.

(d) If this Purchase Order is for the provision of a Children's Toy (as defined by the CPSIA Sec. 108(e)(1)(B), 15 U.S.C. S 2057c(g)(1)(B)), then such Product shall comply, and by providing such Product pursuant to this Purchase Order, Seller is certifying that such Product complies, with the requirements set forth in Sections 1 1 (a) and 1 1(b) above, as well as with the following:

(i) compliance with all applicable standards set forth in ASTM F963-08 or in the version of such standard in effect as of the date of this Purchase Order, including but not limited to physical/mechanical standards and flammability; and

(ii) the absence of heavy metals, including antimony, arsenic, barium, cadmium, chromium, mercury and selenium.

(e) Seller will provide any additional written certifications of the requirements set forth above as requested by Jostens.

(f) Jostens may request test results from Seller from time to time which substantiate Seller's certifications of the requirements set forth above.

(g) Seller's certifications of the requirements set forth above.

(h) Jostens requires that all Products provided hereunder utilize the same compositions or formularies with respect to product specifications. Concurrently with acceptance of this Purchase Order, Seller shall provide Jostens with specifications describing the content of all Products provided hereunder. Seller must promptly notify Jostens of product or process anomalies, or changes in product definition, composition or content (e.g., should Seller utilize a different metal composition or fabric dye); identify all products affected by such anomaly or change; and provide Jostens with revised specifications reflecting any changes to the content of the Products provided hereunder.

12. Intellectual Property Rights. Seller warrants to Jostens and its customers that the sale and use of goods hereunder will not infringe any patent, copyright or other intellectual property right of any third party; that Seller will at its own expense defend any action, suit or claim or assist in defense thereof, in which an infringement of any patent, copyright or other intellectual property right is alleged with respect to the sale or use of said goods; and that Seller will indemnify and save harmless Jostens and its customers from any and all losses, costs and damages for infringement or alleged infringement of any patent, copyright

or other intellectual property right because of the sale or use of said goods. This provision shall not apply with respect to goods manufactured according to design originated by Jostens.

13. Changes. (a) Jostens may at any time, by written order, make changes in drawings, design specifications, method of shipment or packing or time or place of delivery, require additional work or direct the omission of work covered by this Purchase Order. If any such change causes an increase or decrease in the price under this Purchase Order or in the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within ten (10) days from the date this change is ordered, and the amount of such claim must be stated in writing within thirty (30) days thereafter.

(b) Merchandise, products or specifications substituted without Jostens' authority may be returned at Seller's expense.

(c) Jostens will not accept overruns or underruns unless such overruns and underruns are agreed to by Jostens in writing.

14. Materials, Tools and Data. Title to any material, dies, molds, jigs or tools furnished by Jostens to Seller for purposes of completing this Purchase Order shall remain in Jostens. Seller shall protect Jostens against all loss and damage of said property by full and complete insurance at Seller's expense in an amount satisfactory to Jostens. If the cost of special dies, molds, jigs or tools involved in the manufacture of articles covered by this Purchase Order is amortized and included in the price hereunder, the same shall become the property of Jostens upon completion or termination of this Purchase Order. Drawings, designs and technical information and data furnished by Jostens shall remain Jostens' property, shall be held in confidence by Seller, shall not be disclosed by Seller to others without Jostens' written permission and shall be returned to Jostens upon completion or termination of this order.

15. Compliance.

(a) Seller covenants and agrees to observe and comply, in the performance of this Purchase Order, with all applicable federal, state, provincial and local laws including but not limited to all country of origin marking requirements established by U.S. Customs and Border Patrol or other applicable authority, laws and regulations governing the importation of goods into the customs territory of the United States or other applicable jurisdiction and any other laws specific to the good provided hereunder and Seller agrees to indemnify and save harmless Jostens for and from any and all liabilities, expense, costs and damages which Jostens may be put to or incur or suffer as a result of Seller's failure or omission so to do.

(b) Seller covenants and represents that all Products provided pursuant to this Purchase Order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act. To the extent required by law and without limiting the paragraph below, the Seller hereby agrees to comply with all requirements of Executive Order 11246 and any applicable regulations contained in 41 C.F.R. Chapter 60, as amended.

(c) The also represents that it has read, understood and agrees to abide by a) Jostens' Business Conduct and Ethics Principles, in effect as of the date hereof, a copy of which is available on Jostens' website at <https://www.jostens.com/about/conduct-and-ethics>, and b) Jostens' Workplace Code of Conduct, as amended from time to time, which is available on Jostens' website at <https://www.jostens.com/about/legal-supplier-information>, and to other codes of conduct or similar instruments which become binding on Jostens and its vendors or suppliers during the term of this Purchase Order and which codes apply to the type of products provided by the Seller hereunder.

(d) With regard to the United States Foreign Corrupt Practices Act of 1977 (the "Foreign Corrupt Practices Act" or "FCPA):

i. Seller must comply at all times with the FCPA and the local laws and regulations of the countries relative to the manufacturing or delivery of the Products and Services relating to the offer or payment of money or other items of value to government employees (collectively, "the Anticorruption Laws"). Seller agrees to strictly comply, and to require that any person acting on Seller's behalf strictly comply, with the Anticorruption Laws.

ii. Seller acknowledges that its failure to strictly comply with the Anticorruption Laws, or other anti-corruption laws relating to the payment of money or other items of value to private or public employees, will constitute a material breach, enabling Jostens to immediately terminate

- any relevant agreement, contract, or purchase order with Supplier.
- iii. Seller agrees to notify Jostens immediately if Seller discovers that it, or any person acting on its behalf, has violated the Anticorruption Laws, or other anti-corruption laws even if Seller regards the violation as immaterial. Should Seller ever receive, directly or indirectly, a request from any Jostens employee or representative that Seller believes will or might constitute a violation of the Anticorruption Laws or other applicable law, Seller must immediately notify Jostens' General Counsel.
 - iv. Jostens and its representatives shall be entitled, at any time, to request, review and audit, at Jostens' expense, those books and financial records of Seller, including records of Seller's bank accounts and accounts at other financial institutions in any country sufficient to satisfy Jostens, in its sole and exclusive discretion, that no violation of the Anticorruption Laws or any other applicable anti-corruption laws has occurred or may be occurring. All invoices or other bills that Seller submits to Jostens for payment will be itemized and will contain sufficient detail to enable Jostens to determine the purpose of the cost expended or service provided by or on behalf of Seller. Seller understands and agrees that refusal to comply promptly with Jostens' request to furnish such sufficient books and records shall entitle Jostens to terminate any and all agreements between Jostens and Seller. These rights do not expire.
- (e) Seller shall abide by the requirements of 41 C.F.R. SS 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16. Human Trafficking and Slavery Certification. By providing any Products or Services pursuant to this Purchase Order, Seller hereby certifies that it is and shall remain, throughout the term of this Purchase Order and as long as Seller is doing business with Jostens, in compliance with all laws, rules and regulations relating to human trafficking or slavery in all countries in which Seller does business.

17. Conflict Minerals. "Conflict Minerals" is defined herein as columbite-tantalite (coltan), cassiterite, gold, wolframite, any derivatives of such minerals (which are limited to tantalum, tin and tungsten, unless the U.S. Secretary of State determines that additional derivatives are financing conflict in the Democratic Republic of the Congo or any country sharing an internationally recognized border with the Democratic Republic of the Congo (collectively, "Covered Countries")) or any other minerals or their derivatives determined at any time by the U.S. Secretary of State to be financing conflict in any of the Covered Countries. "Recycled Metals" is defined herein as reclaimed end-user or post-consumer products, or scrap processed metals created during product manufacturing, which includes excess, obsolete, defective and scrap metal materials that contain refined or processed metals that are appropriate to recycle in the production of tin, tantalum, tungsten and/or gold, and which does not include minerals partially processed, unprocessed or a bi-product from another ore. An "Armed Group" is defined herein as an armed group that is identified as a perpetrator of serious human rights abuses in annual Country Reports on Human Rights Practices under Sections 116(d) and 502B(b) of the Foreign Assistance Act of 1961 (22 U.S.C. 2151 n(d) and 2304(b)) relating to the Covered Countries. If any of the Products provided pursuant to this Purchase Order contain or are constituted of Conflict Minerals, Supplier must (a) exercise due diligence on the source of the Conflict Minerals and make such due diligence information available to Jostens and (b) ensure that (i) such Conflict Minerals did not originate from the Covered Countries; (ii) such Conflict Minerals are from Recycled Metals; or (iii) if such Conflict Minerals were sourced from the Covered Countries, such Conflict Minerals did not directly or indirectly finance or benefit Armed Groups in the Covered Countries. By providing any Products that contain or are constituted of any Conflict Minerals pursuant to this Purchase Order, Seller is certifying that (a) such Conflict Minerals did not originate from any of the Covered Countries; (b) such Conflict Minerals are from Recycled Metals; or (c) if such Conflict Minerals were sourced from the Covered Countries, such Conflict Minerals did not directly or indirectly finance or benefit Armed Groups in the Covered Countries. If any of the Products provided pursuant to this Purchase Order contain or are constituted of any Conflict Minerals, Seller, before providing such Products to Jostens, shall notify Jostens in writing that such Products contain such Conflict Minerals and shall provide Jostens with (a) written proof to Jostens' satisfaction (which may include, without limitation, a description of Supplier's efforts to determine the source of such Conflict Minerals and the evidence of the origins of such Conflict

Minerals) that such Conflict Minerals have not originated from any of the Covered Countries, that such Conflict Minerals are from Recycled Metals or that if such Conflict Minerals were sourced from the Covered Countries, such Conflict Minerals did not directly or indirectly finance or benefit Armed Groups in the Covered Countries; and (b) the full legal name (s) and location(s) of the mine(s), smelter(s) and/or refiner(s) of such Conflict Minerals. If any changes to formulations or otherwise cause any written proof, representations or other information provided to Jostens related hereto to no longer be accurate, Supplier shall notify Jostens in writing of any such changes prior to any such changes going into effect.

18. Non-Assignment. This Purchase Order shall not be assigned by Seller, and assignment of this Purchase Order, any interest therein or any payment due or to become due thereunder, without the prior written consent of Jostens, shall be void, except that Jostens may assign this Purchase Order, in whole or in part to its parent subsidiaries and/or affiliated companies.

19. Termination. Jostens may terminate all or any part of this Purchase Order at any time or times without cause upon thirty (30) days' written notice to Seller without incurring any liability. Jostens may terminate all or any part of this Purchase Order immediately without incurring any liability upon the occurrence of any of the following causes:

(a) A material breach of any term of this Purchase Order by Seller, including, but without limitation, untimely shipments or shipments of goods which do not conform to the contract, purchase Order or specifications.

(b) Assignment or attempted assignment of this purchase Order in whole or in part by Seller without Jostens' written consent.

(c) Any material adverse change in the financial condition of Seller which Jostens in good faith believes to impair the likelihood that Jostens will receive a timely and full performance of the contract.

If, after notice of termination of this Purchase Order for cause, it is determined for any reason that Seller was not in default, or that the default was excusable, the rights, obligations and liabilities of the parties shall be the same as if the notice of termination had been issued pursuant to the first paragraph of these termination provisions, and Seller shall have no other rights or remedies against Jostens for wrongful termination of the contract.

20. Force Majeure. Force Majeure shall mean any event or condition, not existing as of the date of this Purchase Order, not reasonably within the control of either Party, which prevents in whole or in material part the performance of such obligations or renders such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state, governmental action, war, prolonged shortage of energy supplies, pandemics, epidemics, flood, hurricane, tornado, typhoon, earthquake, lightning, explosion and terrorist activities.

21. Insurance. Seller shall at its expense purchase and maintain products liability insurance in an amount sufficient to satisfy any claims or liabilities which Seller might incur arising out of the manufacture, sale or delivery of any of the goods described in this Purchase Order. Such products liability insurance policy shall provide coverage for the satisfaction of any liability of the Seller to Jostens resulting from operation of the indemnity provisions of this Purchase Order, or from other operation of law, as well as for the satisfaction of any liability of Seller to any third party or parties. Any insurance purchased by Seller to cover loss or damage to the goods in transit to Jostens shall be solely at Seller's expense.

22. Liens. All goods to be delivered by Seller hereunder and all property to be rendered to Jostens shall be free and clear of any and all liens and encumbrances whatsoever.

23. Limitation of Liability. Jostens' liability is strictly limited to payment of the agreed price (and associated taxes, where applicable). IN NO EVENT WILL JOSTENS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THIS PURCHASE ORDER, EVEN IF JOSTENS IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CLAIMED UNDER THIS PURCHASE ORDER, IN TORT OR ON ANY OTHER LEGAL THEORY.

24. Certification and Testing. To the extent any product specifications require any certification and/or testing of the product provided hereunder, testing results and applicable certifications must be provided with each batch and/or shipment of product provided hereunder.

25. Entire Agreement and Successors and Assigns. This instrument contains all of the terms and conditions agreed upon and constitutes the entire agreement between the parties, and shall be binding upon their representatives, successors and assigns, if any.