

Joram Corporation, dba Polyfuze Graphics Corporations®

General Terms & Conditions

PREVALENCE CLAUSE

These General Terms & Conditions (these “Terms”) supersede all prior proposals, negotiations, representations, agreements, and understandings between the parties regarding the purchase and sale of Products and Services, and all terms and conditions contained in any Purchaser-provided purchase orders, requests for proposal, requests for quotation, or other procurement documentation, and, together with the Polyfuze Order Confirmation Agreement, the NDA (as defined below), Seller’s Limited Warranty , Label Inspection Standard, and any Purchase Order Confirmation issued by Seller, all of which are incorporated herein by reference, constitutes the complete and exclusive agreement between Purchaser and Seller regarding the subject matter hereof (the “Agreement”). The Purchaser acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Seller that is not set out in this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for the Purchaser’s convenience in record keeping. No such reference or the provision of Products or services to Purchaser shall be deemed an acknowledgment of or agreement to any terms or conditions associated with any such purchase order or other Purchaser-provided documentation. Any such associated terms and conditions are of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter, or supplement this Agreement. To the extent any Purchaser purchase order, purchase terms and conditions, or similar document purports to constitute a conditional offer requiring acceptance of the Purchaser’s terms, Seller’s acceptance is expressly limited to the product specifications, quantities, and delivery schedules set forth in such purchase order, and Seller expressly rejects all other terms and conditions contained therein. Seller’s commencement of performance shall not constitute acceptance of any Purchaser terms that are additional to, different from, or inconsistent with this Agreement. For the avoidance of doubt, this “Agreement” does not include any terms, conditions, or provisions contained in any Purchaser-provided purchase order, purchase order terms and conditions or similar document, or other Purchaser documentation.

1) GENERAL

These Terms apply to any and all products of Joram Corporation, dba Polyfuze® Graphics Corporation (“Polyfuze Graphics Corporation” or “Seller”) purchased or used by any person, entity, or other organization acquiring those products (“Purchaser”). Seller makes various types of graphic transfers. These Terms supersede any contrary provisions in any documents, including but not limited to any past, present, or future purchase orders and/or any written or oral communications with any Purchaser. The Purchaser accepts these Terms as a condition of receiving and/or using any Products from Seller.

2) PURCHASE ORDERS AND ACCEPTANCE

By submitting a purchase order to Polyfuze® Graphics Corporation, the Purchaser has entered into a buyer/supplier contract agreement. Once a Purchase Order Confirmation has been sent by the Seller, the Purchaser has 24 hours to respond with any changes or cancellation requests. After this 24-hour period has passed, it is deemed that the Purchaser has accepted the Purchase Order Confirmation as issued and has agreed to be bound by these Terms and the Agreement herein. Seller will proceed with manufacturing based on the confirmed details. Any corrections presented after production begins may not be possible, and any cancellations or changes after production has begun may result in additional fees.

3) DELIVERY

To the extent reasonably possible, Seller will attempt to ship Products to Purchaser by the requested shipment date and/or in time to meet any requested delivery date in any purchase order. Seller cannot control actual in-transit shipping times. Production schedules can vary due to a variety of reasons and, therefore, shipment and delivery dates cannot be guaranteed.

Unless otherwise stated in these Terms, the delivery terms will be F.O.B. Seller's warehouse (Incoterms 2020). Purchaser may specify to Seller the carrier Purchaser desires to carry the Products in writing at least seven (7) business days prior to shipment. Seller will use good faith efforts to use Purchaser's requested carrier. If no carrier is specified (or use of such requested carrier is not reasonably practicable), Seller may select any recognized common carrier without responsibility or liability to Purchaser for such selection. Seller shall have no obligation to arrange for any valuation of the Products being shipped over and above the standard valuation provided in the carrier's tariffs or other rate schedules at the lowest rates of carriage. Purchaser acknowledges that the risk of loss shall pass to Purchaser upon the common carrier taking possession of the Products and that Purchaser shall have the sole responsibility to insure the Products against loss and/or make any special arrangements or valuations with the carrier.

4) TERMS OF PURCHASE AND PAYMENT

Upon request, Seller will provide Purchaser with a written quote following confirmation of size and color information from Purchaser. The quote provided will include MOQ and price structure based on purchase volumes. Prior to placing an order, Purchaser must sign and return Seller's Non-Disclosure Agreement ("NDA") before the customer account can be set up. The NDA shall cover, without limitation, all Seller proprietary processes, formulations, application parameters, and evaluation data. Seller requires a formal Purchase Order in writing. Seller does not acknowledge "forecast" as a purchase commitment. Seller will provide Purchaser confirmation by email that formal purchase order has been received and is being processed. Order shipments to Purchaser can be staggered if they are part of a [Blanket Purchase Order](#). The provisions of these Terms supersede any contrary provisions in a purchase order or any document referenced therein, including any purchase order terms and conditions or similar document.

Condition of Sale:

Delivery Delay: Scheduled shipping dates are approximate and subject to prompt receipt from buyer of all information necessary to manufacture the goods.

Payment terms: U.S. FUNDS ONLY. All orders are Cash In Advance, unless Purchaser is approved by Seller in writing in advance for Net 30 payment terms. As part of vetting process for approval of Net 30 payment terms, individual Credit Limits are established for each account. Purchaser can propose credit limit increase to Seller in writing at any time based on forecasted purchase volumes and/or change in financial status.

Freight: FOB Clarkdale, AZ. USA

5) PROOF APPROVAL

There is a proof approval process that must be completed by both Seller and Purchaser prior to the start of the initial production of Products by Seller. The proof approval process includes, but is not limited to: confirmation of material type and the material color that the Products will be applied to and confirmation of any items related to compliance of the finished part. Any Purchaser supplied art will need to be reviewed by Seller and prepared for processing. Prior to production Purchaser will receive a digital proof approval from the Seller. Once the Purchaser provides proof approval and ink match is complete, production will be scheduled by Seller. Proof approval is the process for Purchaser's pre-production Products inspection approval. NOTE: Colors may not match Pantone colors specified on various color monitors or printers.

6) GRAPHICS OR PRODUCT TECHNICAL SPECIFICATION

Polyfuze Graphics Corporation Products and Graphic Transfer Products are intended for application to polyolefin materials. All Polyfuze Graphics Corporation Products are comprised of compatible pigmented material instead of ink. Proper application may require variations in time, temperature, and pressure. Purchaser and Seller understand these settings will impact performance of the Products. Purchaser is solely responsible for proper application. Upon proper application, Polyfuze Graphics Corporation Products will fuse to become a permanent part of the polyolefin product they are applied to. As a result, after proper application, the Products will be bound by the same molecular properties as the polyolefin part itself including some color fade and chalking over time.

GRAPHIC TRANSFER PROCESS CONSIDERATIONS: The color of a Polyfuze Graphics Corporation Graphic Transfer in its raw material form may appear different prior to fusion with polyolefin part. Slight color shift may occur when using a light colored Graphic Transfer on a dark colored part. Various in the customers plastic can also contribute to color shift.

Graphic Transfer Products made to meet specific regulatory compliance may limit color pallet and exact color match, while reducing light fastness and weather ability.

Polyfuze Graphics Corporation retains all intellectual property rights to the Polyfuze Graphics Corporation Surface Enhancer Products, Graphic Transfer Products and any other products and services provided by Polyfuze Graphics Corporation' polymer fusion technology, application processes, formulations, including but not limited to patents, trade secrets, copyrights,

trademarks, and know-how (collectively, “Seller IP”). The Purchaser shall not obtain any intellectual property rights or license based on the purchase, testing and/or production of the Products. Polyfuzer Graphics Corporation is a supplier or vendor to the Purchaser, and the relationship shall not be considered to include a “work for hire” or joint development arrangement. Without limiting the foregoing:

(a) No IP Transfer Through Purchase, Testing, or Production. The purchase, evaluation, testing, or production of Products, whether on a trial, sample, or commercial basis, does not transfer, assign, or convey any ownership interest, license, or right in or to any Seller IP to Purchaser. Any samples, prototypes, or test results produced by Seller in connection with evaluating the application of Products to Purchaser’s materials remain the sole property of Seller. Process parameters, application data, and any adaptations developed by Seller during testing or production constitute Seller’s proprietary trade secrets.

(b) No Work for Hire or Joint Development. The relationship between Seller and Purchaser is strictly that of an independent supplier and buyer. Nothing in this Agreement, any purchase order, or any course of dealing shall be construed to create a “work for hire” arrangement, joint development agreement, joint venture, partnership, or agency relationship between the parties. All work performed by Seller in manufacturing, testing, or applying Products to Purchaser’s materials is performed using Seller’s proprietary technology and does not constitute work performed at the direction or under the creative control of Purchaser.

(c) Fused Products and Combinations. When Seller’s Products are fused with or applied to Purchaser’s materials, Seller retains all intellectual property rights in and to the Seller IP embodied in or utilized to produce the fused product. The combination of Seller’s Products with Purchaser’s materials does not create any jointly owned intellectual property. Purchaser acknowledges that the polymer fusion process and the resulting bond are achieved through Seller’s patented technology and proprietary processes and that no intellectual property rights in such technology or processes transfer to Purchaser by virtue of such combination.

(d) Rejection of Conflicting IP Terms. Any terms in Purchaser’s purchase order, purchase order terms and conditions, or other documentation purporting to assign, transfer, or vest in Purchaser any ownership rights in work product, deliverables, foreground intellectual property, or background intellectual property of Seller are hereby expressly rejected and shall have no force or effect. Purchaser’s submission of a purchase order containing such terms shall not modify or supersede the intellectual property provisions of this Agreement.

SHORTAGES AND OVERAGES:

Polyfuzer Graphics Corporation has established a 5% manufacturing policy which means that we occasionally experience shortages or overages on custom order quantities due to normal manufacturing processes. By placing a purchase order, you acknowledge, understand and accept that your orders may be over or under by a maximum of 5% (though we normally print extra Products for each job). In the event that we produce less or more than you ordered (within our 5% policy) we will adjust your invoice accordingly. Individual unit prices are locked-in at the time of order confirmation and will not be adjusted with + / – %5. **NOTE: When placing an order, please**

make sure you don't leave yourself in a situation where your business is negatively impacted by a shortage of Products.

When ordering graphics containing Serial Numbers, please note that MIGS may not be able to provide an unbroken number sequence. Should select serial numbers be lost due to scrap during our production process, they will be replaced at the end of the requested number sequence. This will result in your total order quantity being fulfilled, although not necessarily as part of a continuous unbroken number sequence.

7) LIMITATION OF LIABILITY

Notwithstanding any provision herein to the contrary, and other than as otherwise expressly set forth herein, Purchaser acknowledges and agrees that Seller shall have no liability to Purchaser in connection with each Product in excess of the total amount of consideration paid to Seller hereunder for such Product. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SELLER'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER FOR SUCH PRODUCTS. No action shall be brought by Purchaser for any breach of any contract arising or resulting from this Agreement more than one year after the cause of action therefor accrues.

8) FORCE MAJEURE

Seller shall not be liable for any failure or delay in performance for the period that such failure or delay is due to causes beyond its control, such as but not limited to War, Acts of God, Forces of Nature, fire, earthquakes, drought, floods, acts of terrorism, strikes and any other matters beyond Seller's reasonable control.

9) CONFIDENTIAL INFORMATION

Seller's processes, procedures, composition, material configuration, polymer fusion technology, application parameters, testing data, evaluation results, and formulations of and for all products are the confidential and proprietary information of Seller ("Confidential Information"). Confidential Information of Seller also includes, but is not necessarily limited to: any and all information regarding the 'Seller's manufacturing processes, procedures, methods, and means for applying raw material products and/or raw materials to a product or mold; process parameter settings (including time, temperature, and pressure settings) developed or utilized by Seller for specific applications; and any data, samples, or results generated during evaluation or testing of Products with Purchaser's materials. Purchaser shall not analyze, decompile, or reverse engineer or cause a third party to analyze, decompile or reverse engineer any of the raw material products and/or raw materials, fused products, or application processes for any purpose. Purchaser shall not use Confidential Information to develop, manufacture, or have manufactured any product that competes with or is substantially similar to Seller's Products. Confidential information shall remain confidential unless and until it becomes publicly known through no fault of Purchaser. The

obligations of this Section shall survive termination or expiration of any agreement between the parties.

10) BATTLE OF THE FORMS NOT APPLICABLE

The Seller and Purchaser agree it is their intent that the “Battle of the Forms” provisions of Section 2-207 of the Uniform Commercial Code (and any analogous provision under applicable state law) shall not apply to the Polyfuze Graphics Corporation Terms & Conditions or to any invoice, acknowledgment or acceptance form of the Seller related to Polyfuze Graphics Corporation Terms & Conditions. It is the intent of the Seller and the Purchaser that Polyfuze Graphics Corporation Terms & Conditions shall exclusively control the relationship of the parties, and in the event of any inconsistency between these Terms, or any contract, purchase order, purchase order terms and conditions or similar document, and any invoice or other document exchanged between the Seller and the Purchaser, these Terms shall control. Purchaser’s submission of a purchase order referencing Purchaser’s own terms, whether or not such purchase order states that it constitutes a conditional offer, shall not limit, modify, or supersede these Terms.

11) GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Yavapai County, Arizona, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. The prevailing party in any such action shall be entitled to recover its reasonable attorneys’ fees and costs from the non-prevailing party.

12) SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

13) WAIVER

No failure or delay by Seller in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All waivers must be in writing and signed by an authorized representative of Seller to be effective.