

**STANDARD TERMS AND CONDITIONS OF SALES OF PRODUCTS
MADE BY UNIVERSAL ENGRAVING, INC. ("SELLER")**

All orders for "Products" and/or "Services" accepted by "Seller" are conditioned on the Buyer's assent to these Standard Terms and Conditions ("Terms and Conditions") and will constitute the agreement between the Seller and Buyer ("Agreement"), unless Seller agrees in writing to the contrary. The terms and conditions and other statements (oral and written) appearing in any catalog or other materials that Seller may furnish to Buyer are not binding on Seller and do not constitute an offer or quotation by Seller.

1. **Terms of Payment:** For all sales to customers with prior credit approved by Seller, payment is due in U.S. funds, by due date shown on invoice. Any extension of the payment period must be approved in writing by an officer of Seller.
2. **Taxes:** The Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the Product hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
3. **Delivery Terms:** Risk of loss shall transfer to Buyer upon acceptance of Products by shipper. All shipments are FOB Seller's shipping point.
4. **Warranty:** Seller expressly warrants that the Products will be free from defects in material and workmanship. This express warranty expires and may not be availed after 90 days from initial date of sale. THIS EXPRESS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED. Any claim pursuant to this warranty must be made in writing prior to the expiration period or is waived.
5. **Orders:** An order may be canceled prior to shipment only upon payment to Seller for losses incurred in reliance on that order. Once shipped, no product may be returned unless request for return is made prior to expiration of warranty and unless written authorization to return is given by Seller. Buyer must pay transportation charges (and insurance if desired) and carefully package Products so that they reach Seller without damage. If Seller determines that the Products are properly returned under Seller's warranty, then Seller will reimburse Buyer for transportation charges and, at Seller's option, make replacement at Seller's expense or issue a credit for the full invoice price. If Seller determines that the Products are not properly returned under Seller's warranty, then Seller will so notify Buyer and, absent further instructions, will repackage the Products and return them to Buyer at Buyer's expense.
6. **Limitation of Remedies:** In all events, Seller's liability for proven breach of its express warranty or for proven negligence (whether patent or latent) in connection with the sale of the Products or any other proven breach of any duty whatsoever and howsoever arising in connection with the Products is limited to one of the following remedies, which are the sole and exclusive remedies available against Seller: (1) replacement; or (2) return of the purchase price. Seller shall in no event be liable for special consequent damages to any person, firm or corporation. Buyer shall be liable for all of Seller's collection and other costs (including reasonable attorneys' fees and costs) in enforcing its rights against Buyer. In the event that Buyer breaches any term or condition of this Agreement, Seller may seek all available remedies at law or in equity.
7. **Delays:** Neither party shall be liable for incidental delays, or other acts beyond its control disrupting performance under this contract, including Acts of God, strikes, fires, threatened or actual, patent or trademark infringement action, prohibition on exportation or importation and the like, but each party shall be bound to use its best efforts to mitigate the adverse effects of the other party arising out of such disruptive acts.
8. **Quotations:** Quotations by Seller are firm, if in writing, for sixty (60) days from the date they are given.
9. **Limitation of Liability for Short or Incorrect Shipment:** On claims for shortages or the shipment of products different from those ordered. Buyer must give written notice to Seller specifying such claims within fifteen (15) days from the receipt of shipment or be barred from any remedy with respect to such claims.
10. **Returned Checks:** The Seller will apply a \$40.00 service charge to the Buyer's account for each invoice wherein the Buyer's check is returned for non-sufficient funds.
11. **Creative Work:** Any creative, experimental, engineering, or other preliminary work requested by Buyers will be charged for at current rates and will not be released until paid for by Buyer.
12. **Indemnification:** Buyer shall indemnify and hold harmless Seller from all losses, expenses, claims or damages (including court costs and reasonable attorney's fees) that may arise from a claim that any artwork, creative design, logo, or trademark reproduced by Seller for Buyer, violates any copyright, trademark or other proprietary right.
13. **Advice:** Buyer acknowledges that any advice by Seller is given gratis; all such advice is given at Buyer's own risk.
14. **Security Interest:** As security for Buyer's payment obligations under the Purchase Order attached hereto and of which this Agreement is a part of, Buyer grants to Seller a continuing security interest in the goods sold by Seller to Buyer as described in the Purchase Order and all proceeds of the same as well as any specifications, blueprints, films or drawings furnished by Buyer to Seller (the "Collateral"), as now owned or hereafter acquired. Buyer will execute and deliver to Seller any instrument, financing statement, assignment or other writing or electronic communication to attach and perfect Seller's security interest in the Collateral and appoints Seller its attorney in fact to execute any and all documents to protect Seller's security interest in the Collateral, and authorizes Seller to file financing statements evidencing such security interest in the Collateral. By assenting to these Terms and Conditions, Buyer acknowledges its intent to create a security agreement under Article IX of the Uniform Commercial Code, and where applicable, assents to the compliance with other applicable law when necessary to create a valid security interest for Buyer in Buyer's jurisdiction of formation. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may also suspend future deliveries and/or require COD payment or CREDIT CARD payment.
15. **Trade Secrets:** Buyer acknowledges that the technology and manufacturing process used by Seller to produce the Product is confidential and propriety. Buyer agrees not to divulge any information about Seller's business that may become available to Buyer as a result of its course of dealings with Seller.
16. **Applicable Law/Choice of Forum:** The sale of the Products shall be controlled by the laws of the State of Kansas and the parties hereby agree to submit themselves to the personal jurisdiction of the State of Kansas for the purpose of resolving any dispute arising under or related to the sale of the Products or these Standard Terms and Conditions.
17. **Binding Agreement:** The terms of this Agreement, or any Purchase Order executed in connection with this Agreement, may be set forth, accepted, rejected or modified by the parties by a written document, facsimile, electronic signature, or other form of electronic communication permitted by law, including but not limited to e-mail. Buyer hereby certifies that the information in the Terms and Conditions and Purchase Order received from Universal in connection with this Agreement is true and correct, and by an authorized representative of Buyer typing his/her signature below, on the Purchase Order or in an e-mail wherein the Terms and Conditions and/or Purchase Order have been received/attached from Seller by mail, facsimile, e-mail or other means of communication and Buyer acknowledges his/her acceptance of said Terms and Conditions and the Purchase Order via one of the above-described means, Buyer agrees and consent to be legally bound by said terms and Conditions and Purchase Order(s) and understands that any typed electronic signature of Buyer shall have the same legal effect as an original signature and is being accepted by Universal Engraving, Inc. as such.