

1. **Terms of Contract:** These Terms and Conditions are complete and exclusive terms and conditions of the contract between Customer and CJK Group, Inc., or one of its affiliated companies (Sheridan Press, Sheridan Group, Sheridan Books, Hess Print Solutions, Bang Printing, Webcrafters, Dartmouth Printing Company, Dartmouth Journal Services and Sinclair Printing) (hereinafter the "Company"). No additional, different, or inconsistent terms in a purchase order or other document issued by Customer are applicable to this transaction unless agreed to in writing by authorized personnel of the Company. The Quote price does not include applicable taxes, transportation, postage, freight, corrections, alterations to files, additional file prepress work, fulfillment or storage charges, unless so specified, and Customer is solely liable for those charges.

2. **Acknowledgment:** Receipt by Company of either a copy of the Quote signed by Customer or a signed Purchase Order from Customer will be presumed to indicate Customer's acceptance of the Quote and these Terms and Conditions. Acceptance by electronic signature, as well as electronic delivery, are accepted and will be subject to the Uniform Electronic Transactions Act and its state equivalents, if any. Customer will be financially responsible for any work done.

3. **Schedule:** Work will be performed according to a mutually agreed to schedule. Delay in furnishing the Company with all or part of the materials necessary for production may result in an extension of scheduled delivery dates or additional charges for accelerated production (if possible).

4. **Payment Terms:** Payment shall be net 30 days unless otherwise set forth in the Quotation or invoice. The Company may elect to declare all unpaid balances immediately due and owing upon Customer's failure to make payment as set forth therein. In the event of non-payment, the Company may commence collection proceedings against the Customer without further notice. Customer agrees to compensate the Company for all costs incurred in collecting said sums, including but not limited to, reasonable attorney's fees and costs.

5. **Experimental Work:** Experimental or preliminary work performed at Customer's request and not included in the Quotation will be charged for at current rates.

6. **Condition of Copy:** If the condition of copy submitted to the Company differs from that which had been originally described and consequently quoted, Customer agrees that the Company may adjust the Quotation accordingly. Customer agrees to be bound by such adjustments.

7. **Preparatory Materials:** Working electronic files, mechanical art, plates, and other items supplied by the Company shall remain its exclusive property unless otherwise agreed in writing.

8. **Press Proofs / Press Checks:** Unless the provision of press proofs to Customer or a press check by Customer is specifically included in the Quotation, such provision is an additional item and will be charged for at current rates. Any changes, corrections or lost press time due to Customer's change of mind or delay will be charged for at current rates.

9. **Color Proofing:** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, Customer will accept a reasonable variation in color between proofs and the completed job.

10. **Customer Furnished Materials:** Customer furnished material shall be manufactured, packed, and delivered per the Company's specifications. Additional cost due to delays or impaired production caused by deficiencies in Customer furnished materials shall be charged to Customer. Materials delivered from Customer or Customer's suppliers are verified with the delivery ticket as to cartons, packages, or items only. The accuracy of quantities indicated on such tickets cannot be verified and the Company cannot accept liability for shortage based on supplier's delivery tickets.

11. **Company Supplied Paper:** If Company supplies paper, the Quotation is based on current paper prices and availability of paper as quoted to use by Company's suppliers. Any increase in the delivered price of paper due to price increases, or changes to available grades or weights by Company's suppliers, will require adjustment to the Company's quoted prices. If the paper in this Quotation is specifically ordered for Customer's job, once ordered, the paper will become Customer's responsibility. If Customer's production dates are delayed or the order is cancelled after the paper has been produced at the mill, the Customer will be invoiced at the appropriate price and be liable for payment within twenty (20) days of receipt of paper at the Company's facility.

12. **Shipment:** Unless otherwise specified on the Quotation, the price quoted is for single shipment, F.O.B. shipping point. If Customer does not provide an address at the time of the Quotation or modifies the address provided at the time of Quotation, Customer is responsible for the price adjustments, if any. The Company will select routing unless Customer requests special routing at its expense.

Risk of Loss: Title, possession, and risk of loss shall pass to Customer upon tender for delivery at the F.O.B. point stated in the Quotation. The Company's responsibility for the shipment ceases with delivery to the carrier. Claims for loss or damage must be presented directly to the carrier.

13. **Storage:** Company will store Customer furnished material and finished goods for a monthly charge. Any materials or finished goods stored more than five (5) days after completion of the work are subject to the Company's standard storage charges. Fulfillment, handling, warehousing, postage and freight charges will be charged at current rates and will be quoted upon request.

14. **Over runs and Under runs:** Acceptable over run and under run percentages vary based on print run lengths and product types. Unless otherwise stated on the Quote, over runs not exceeding (a) 3% on periodicals, (b) 3% on catalogs and commercial work, (c) 5% on journals, and (d) 10% on books, school workbooks and all other product, and under runs not exceeding 10% of the quantity ordered shall constitute acceptable delivery. If Customer requires guaranteed exact quantities, adjustment in the quoted price may be made by Company. Customer agrees to pay for the actual quantity delivered within these tolerances.

15. **Inspection:** Customer shall inspect goods upon receipt and process any claims with the carrier immediately. Customer shall notify the Company in writing of all claims for defects, errors, or shortages (not caused by the carrier) within thirty (30) days of receipt of goods. Failure to timely notify the Company of such defects shall be deemed a waiver by Customer.

16. **Changes and Cancellation:** Customer may not change or cancel this order, in whole or in part, after the acceptance of the Quotation, unless agreed to in writing by the Company. All changes shall be priced at the Company's then current prices. Customer shall also pay costs incurred prior to the change and any additional processing charges. The minimum charge for cancellation is 20% of the price plus costs incurred prior to cancellation. Orders for special make up items may only be changed or changed by Customer only upon payment of all costs incurred by the Company to the point it received written notice.

17. **Warranty:** The Company warrants that the goods will conform to the description contained on the face of the Quotation or any amendment or change thereof. There are no other warranties, expressed or implied attaching to goods or services supplied by the Company, including the implied warranty of merchantability or fitness for a particular purpose.

18. **Limitation of Liability:** The Company's liability for breach of this warranty is limited, at its option, (i) to repairing or replacing the defective articles at no cost to Customer, (ii) crediting Customer for its variable unit cost (meaning the price per booked charged for press operations) paid to the Company for defective articles, or (iii) in situations with no variable unit cost the Company will negotiate a credit with Customer. Any such credits are limited to the amount actually paid by Customer. In no event will the Company be liable for any indirect, special, consequential, punitive or exemplary damages for any matter arising under this contract, or for negligence.

19. **Force Majeure:** The Company shall not be responsible for failure or delay in performance if due to Act of God, war, governmental acts or regulations, fire, flood, embargo, quarantine, labor difficulties, accident, unusually severe weather, energy failure, equipment breakdown, delays of supplier or carriers, or other causes beyond the Company's control. The Company may, in its own discretion, reduce or cancel Customer's order upon written notice to Customer or perform such portion of the work as it is capable of performing. If the work is placed elsewhere, the Company shall be entitled to resume the work as promptly as practicable.

20. **Indemnification:** Notwithstanding the Quotation and acceptance thereof by Customer, the Company reserves the right to refuse to prepare, print or bind any material it believes imposes an undue risk of liability or if it is immodest, unlawful or violates anyone's rights. Notwithstanding the Company's failure to exercise such rights, Customer shall indemnify and hold harmless the Company from all loss and liability, including legal costs, attorney fees and damages, resulting from any claims, demands, actions or proceedings: (1) alleging an intellectual property violation; (2) contains immodest, libelous, or scandalous material; or (3) invades a right of privacy or other personal right. The Company shall promptly notify Customer of any such claim and Customer shall promptly defend the claim at its expense.

21. **Security:** As security for payment of any sum due or to become due for any past or present work by the Company under any agreement between the parties, the Company shall have the right to retain possession of and shall have a lien on all customer property in the Company's possession, including work in progress, finished work and customer furnished materials. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and liens.

22. **General:** This Agreement between Customer and the Company shall be governed by Minnesota law. Any action against the Company by Customer shall be brought in Crow Wing County, Minnesota. Customer consents that such courts shall have personal jurisdiction over any such action. Stenographic and clerical errors in the Quotation or Acknowledgment may be corrected without liability to the Company. If any provision of these Terms and Conditions is found to be unenforceable by a court, the remaining provisions shall remain in full force and effect. Failure of the Company at any time to exercise any right does not

