

Standard Terms & Conditions

Alterations/Corrections

Prices estimated herein are based upon Tactive's written understanding of the Client specifications submitted. No handwritten alterations to the printed portions of this agreement are valid unless initialed by Tactive and Client. Any changes to the original specifications of this agreement after acceptance by Tactive will be billed as extra charges at Tactive's usual rates.

Notwithstanding the foregoing, and recognizing both the frequency of change orders and press deadlines, Tactive's written change order sent to Client shall amend the terms of the specific job it is pertinent to without the countersignature of Client, provided that Client does not controvert the change order within 24 hours of receipt thereof by delivery-receipted email, postal mail, or facsimile.

Assignment

Tactive may, in its sole discretion, assign this estimate and/or subcontract any and all of the work hereunder. This agreement shall be binding upon and shall inure to the benefit of the successors, and assigns of the Client and Tactive, provided, however, that Client may not assign or transfer this agreement, in whole or in part, except on the prior written consent of Tactive.

Brokers and Other Intermediaries

When contracting with an intermediary such as a broker, ad agency, or reseller for work on behalf of their Clients, Tactive will hold the intermediary fully responsible for timely payment of invoices and for related collection costs, legal fees, and interest. This will be done without regard to whether the intermediary has been paid by their Client for services rendered.

Cancellation or Deviation

In the event of cancellation by Client or requested or necessary deviation or change from all or part of the work covered hereby, customer shall give Tactive as much notice as reasonably practicable. Client shall be liable for all costs incurred by Tactive resulting from such cancellation or deviation that are not otherwise avoidable by Tactive through reasonable commercial efforts, including, without limitation, down press and bindery time, materials ordered or inventoried on Client's behalf and not otherwise usable by Tactive in the ordinary course of its business within a reasonable period of time at the scheduled plant of production, and related obligations.

Tactive, in its sole discretion, may cancel this Agreement at any stage of work or completion. In the event of cancellation by Tactive, Tactive shall refund any sums paid by Client, but shall not be liable for any other damages, including claims for delay or consequential damages.

Choice of Law and Venue

This agreement is made pursuant to and shall be governed by the law of the state of Indiana, and Client consents to jurisdiction of the courts thereof. Any dispute, subject to the

other terms and conditions hereof, shall be filed in the State or Federal Courts of Marion County, Indiana.

Claims

Claims for defects, damages, or shortages must be made by the Client in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Tactive and the Client will have mutually acknowledged that the job has been accepted by the Client and that Tactive's performance has fully satisfied all terms, conditions, and specifications of the agreement.

Content and Refusal of Work

The Client warrants that the work does not contain anything that is libelous, scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. Tactive, when not acting in an illegal discriminatory manner, reserves the right at its discretion to reject any job tendered based on illegal, libelous, scandalous, improper, or unsubstantiated content or based on copyright, trademark, trade name, or service mark infringement related to any elements of the job.

Copyrights

The Client warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed. If the subject matter is copyrighted, the Client warrants that it owns the copyright or has express permission of the owner to reproduce the copyrighted subject matter, and that it has not removed any copyright notice from any material to be reproduced without written permission.

Cost and Expense of Legal Action

The prevailing party in any legal action or proceeding brought to enforce this agreement shall be entitled to recover from the other reasonable attorneys' fees, costs, and expenses arising out of such legal action brought before a court, mediator, arbitration, or private settlement.

Creative Work

Tactive may provide creative work in the form of creative briefs, ideas, concepts, demos, sketches, dummies, storyboards, comprehensive layouts, prototypes, or by other means. Creative work may be communicated verbally, visually, and/or electronically. This work is the sole property of Tactive and may not be used by the Client in any form or derivation without Tactive's written permission or without Client's payment of compensation as determined by Tactive. Client's rights to use such creative work shall further be limited to the original agreed-upon purpose and for any time limit specified unless otherwise agreed in writing.

Client Furnished

Materials: Materials furnished by Clients or their representative are verified by delivery tickets. Tactive bears no responsibility for discrepancies between delivery tickets and actual counts. Client-supplied paper must be delivered according to specifications furnished by Tactive. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, electronic files, or other materials furnished by the Client must be usable by Tactive without alteration

or repair. Items not meeting this requirement will be identified by the supplier and may be repaired by the Client, or by Tactive at Tactive's current rates.

Labels: Paper labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, estimated prices assume that label orientation, unwind, and placement will be specified by artwork or a prior run of identical or similar material, or will be in the position most advantageous to production speed. Otherwise, additional charges will be billed.

Damages/Limitation of Liability

Tactive's liability, whether by negligence, agreement, or otherwise, is expressly limited to the lesser of ten thousand dollars or the sums actually paid by Client to Tactive under this Agreement, and Client hereby agrees and expressly consents to this limitation.

Tactive and Client mutually agree that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this agreement shall satisfy any and all claims whatsoever of any kind and nature arising out of this agreement.

Notwithstanding the forgoing, to the extent that material submitted by Client does not conform to Tactive's specifications, contains clerical or typographical errors, or otherwise does not strictly meet production deadlines as specified in this agreement Tactive shall have no liability for claims arising out of this agreement. Tactive's clerical and typographical errors will be corrected without additional charges.

Under no circumstances will Tactive be liable for specific, incidental, or consequential damages, including but not limited to lost profits, sales, or customers or lost postal discounts, however proximate or foreseeable, arising out of the work, including any services, that is the subject of this agreement. Client agrees that the prices in this agreement for the work (including any services) that is the subject of this agreement are consideration for limiting Tactive's liability hereunder.

Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Tactive's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Tactive will charge accordingly at current rates. Charges for delivery of materials and supplies from the Client to the supplier, or from the Client's representative to Tactive are not included in quotations unless specified. Title for finished work passes to the Client upon delivery to the carrier at the shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

Estimate

An estimate not accepted in writing within thirty (30) days may be changed. No discount will be allowed unless specifically set forth in the estimate itself. Estimates are based on Tactive's written understanding of the Client specifications and the accuracy of the specifications provided to Tactive by the Client. Tactive has the option to re-estimate a project at the time

of submission by Client if the project does not conform to the information on which the original estimate was based.

Estimates are based on the cost of services, labor, and materials on the date of the estimate. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if the Client requires changes in specification, quantities, designs, or the production schedule subsequent to acceptance, or in the event of foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the goods or services purchased hereunder, Tactive reserves the right to change the price estimated. Subsequent orders will be subject to price revision if required.

Estimates do not include applicable taxes, shipping costs, or deliveries unless specifically stated in the estimate. If there is a change in specifications or instructions to the original estimate and these changes result in additional costs, Tactive will inform the Client, in writing, what these additional costs will be. The work performed will be billed at the current rates as agreed, and the completion date may be delayed.

Experimental and Preliminary Work

Experimental and preliminary work performed at Client's request shall not be used, sold, or distributed by Client without Tactive's written consent.

Express Warranties

Tactive warrants that the final work product will fully meet all of the requirements of the purchase agreement in all material respects as agreed to by Tactive and the customer. Additionally, Tactive and the Client mutually acknowledge that all preliminary work, including but not limited to sketches, copies, dummies, etc., are only intended to illustrate the general type and quality of the final work product, and are not intended nor are they required to meet fully all of the requirements of

the purchase agreement as agreed to by Tactive and the Client.

Finance Charge, Acceleration, Collection Cost, Suspension of Work, Liens

Unless otherwise specified or regulated, a finance charge of 1.5 percent per month will be charged on all past due balances until paid.

Client shall execute financing statement(s) on request and irrevocably authorizes supplier to execute and file the same.

Tactive and Client mutually agree that time is of the essence in this agreement, and if Client defaults in the payment of any part hereof the entire amount of the agreement shall immediately become due and payable without notice at the option of Tactive together with all costs of collection, including reasonable attorney's fees if collected by law or through an attorney.

In the event Client defaults in making any payment under this or any other agreement currently being performed for Client by Tactive, Tactive may suspend performance under this agreement.

As security for payment of any sum due under the terms of this agreement, Tactive has the right to hold and place a lien on all of the Client's property in Tactive's possession.

Indemnification

Client represents and warrants that neither the execution, delivery, or performance, nor consummation of the transactions contemplated by this Agreement will result in actual or alleged infringement of any proprietary right (including, but not limited to, trademark, trade secret, patent, or copyright rights), or any actual or alleged misuse of personally identifiable information, or violation of any other laws and regulations applicable, or a violation or breach of, or default under any provision of the charter, by-laws, or any material agreement to which it is a party. At all times Client's performance under this Agreement will be in compliance with any and all other rights arising from or in connection with the products or services produced by Tactive at the direction of the Client. Tactive will not, and Client agrees that Tactive has no duty to, verify that materials submitted by Client conform to these warranties.

Client agrees to indemnify and save Tactive harmless from any and all losses, claims, or damages (including legal costs and reasonable attorney fees) that Tactive may suffer in connection with a claim related to any actual or alleged breach of the representations and warranties described above, or any similar claim relating to Tactive's services to Client.

Insurance, Risk of Loss

All stock and materials belonging to a Client will be held and stored only at the Client's risk, and the Client shall be responsible for insurance on their material. Client retains title to and the insurable interest in its materials. Because of this, Tactive is held harmless for acts not of its doing that create losses.

All files, software, programs, paper, film, plates, or other materials not supplied by Client but used to perform the services hereunder shall remain the exclusive property of Tactive unless otherwise agreed in writing. Tactive shall carry insurance to protect against acts or negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired, such coverage must be specified by agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed-upon insurance amount.

Moreover, Tactive will only maintain fire and extended coverage on property belonging to the Client while the property is in Tactive's possession. Tactive's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Tactive.

Client shall bear all risk of loss to finished Work upon delivery of the work by Tactive or its subcontractor, as applicable, to a common or contract carrier or to the U.S. Postal Service mail unit, F.O.B. Tactive's or its subcontractor's shipping dock. The risk of loss for property furnished and/or owned by Client and for partially finished work before or after the

manufacturing process and while in transit to or from Tactive's premises shall be borne by Client. Title to finished and partially finished work shall pass at the same time the risk of loss for such work passes to Client.

Integration

This agreement contains the entire agreement of the parties and no inducements, representations, promises, agreements, or understandings, oral or in writing between the parties, not embodied herein or subsequently made a part hereof by a properly executed addendum or amendment hereto as herein provided, shall be of any force or effect. No addendum to or amendment in the provisions of this agreement shall be effective or binding upon a party hereto unless embodied in a written instrument executed on behalf of such party by an authorized representative.

Mailing Lists

Client's mailing list(s) in Tactive's possession, for storage or otherwise, is the exclusive property of the Client and shall be used only at the Client's instructions. Tactive shall provide reasonable and prudent protection against the loss of a Client's list, in much the same manner that the Client would itself. This includes adequate backup procedures for all files and programs.

Tactive shall provide reasonable and prudent security to protect the Client's data from access by non-essential personnel while in the possession of Tactive.

Tactive shall pay for the cost of replacing such lists in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the list due to customer's negligence or willful misconduct), provided that the Client has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. Unless otherwise provided, Tactive shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

Tactive is not responsible for the accuracy or integrity of lists or other data supplied by the Client or a list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

Tactive shall destroy all one-time use lists in accordance with the standard procedures for the same.

Orders

Orders shall be effective upon acceptance by Tactive. Acceptance by Tactive may be either by notification to Client or by commencing to produce work on the goods or services ordered. Acceptance of orders is subject to credit approval and other causes enumerated under Production Schedules. The work is to be performed according to specifications expressly set forth in the agreement and in any of Tactive's specifications relating to particular portions of the work, as provided to Client. If the Client furnishes its own paper for any work hereunder, the provisions of Tactive's furnished paper rider shall apply. If for any reason, other than solely Tactive's error, all or any part of the work must be redone, an additional charge will be made at current rates. An additional charge at current rates may

also be made for work requested by the Client that is different from or in addition to the work, as specified in the estimate.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Client, are chargeable. Client is responsible for payment for any paper which Tactive has been authorized by the Client to purchase, including paper remaining on hand as the result of Client changing Tactive's discontinuing publication, or changing paper requirements. Tactive reserves the right to substitute comparable paper of a manufacturer different than that designated unless specified otherwise in the agreement.

Overruns, Underruns, Spoilage, Shrinkage

Overruns or Underruns will not exceed ten (10) percent of the quantity ordered, unless specified otherwise in the agreement. Tactive will invoice for the actual quantity delivered within this tolerance. If the Client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. In the case of a fulfillment agreement, Tactive is not responsible for normal spoilage of material that occurs naturally during processing.

Spoilage: All direct mail handling and processing involve spoilage. Spoilage of up to three (3) percent of Client's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Client's material with frugality and to prevent undue spoilage. Nevertheless, Tactive cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids or cartons, the quantity per skid or carton and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible. Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Tactive will apply a surcharge for any rework necessary for materials received not meeting these specifications.

Counts: Tactive accepts outside manufacturers' count until processing and assumes no responsibility for shortages discovered at that time. Additional charges will apply if Client requires Tactive to verify outside manufacturer's counts prior to processing. Client is expected to provide Tactive with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for backorders, delay notices, canceled orders, and increased customer service resulting from out-of-stock conditions will be billed additionally to Client.

Collect shipment will be accepted by Tactive only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. Tactive is not responsible for the condition of shipped overs unless Client has been billed for packing and/or shipping.

Shrinkage: Three categories of shrinkage allowances are typical in the fulfillment industry:

- (a) If the fulfillment Tactive is not authorized to perform counts of the literature or products received from Client, nor is there independent verification, then no realistic shrinkage expectations can be developed and the fulfillment Tactive is not responsible for inventory shrinkage.
- (b) If the fulfillment Tactive performs test counts, spot checks, and weight counts, the industry standard for shrinkage is five (5) to ten (10) percent of the printed material received and two (2) to three (3) percent of products received.
- (c) If the fulfillment Tactive has been paid to count/verify valuable items on receipt and to maintain the counted material in a special secured environment, the standard shrinkage allowances do not apply, and the fulfillment Tactive is responsible for losses that could have been prevented by exercising reasonable and prudent care. Any liability for losses that the fulfillment Tactive assumes is limited to the cost of the materials and does not include indirect or consequential claims, such as loss of sales or opportunity.

Payment

Unless otherwise specified herein, payment for services shall be net cash due thirty (30) days from the invoice date. Unless otherwise agreed, the invoice date will be the date any of the work is first available for shipment.

Postage

Estimates do not include postage. Tactive will notify the Client in writing, including by e-mail, of the required postage as soon as this amount is known and will notify the Client of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. While Tactive will make every effort to provide the Client with an accurate estimate of required postage, Tactive is not responsible for additional postage charges if the rate of postage changes for reasons beyond Tactive control.

Payment of postage in advance is required on all orders and is the responsibility of the customer. Tactive reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The Client will provide the postage payment in adequate time for Tactive to complete the mailing prior to the previously agreed upon mail date.

Prepress, Preparatory and Proofing

A color proof is used to simulate how the printed piece will look prior to production on the printing press (offset or digital). Due to differences between the proofing substrates, equipment, and other conditions the proof may present a "reasonable" variation in color between the proof and printed piece. A "reasonable" variation in color between color proofs and the completed job may be expected. When variations of this kind occur, it will be considered acceptable performance.

It is the Client's responsibility to maintain a copy of the original data submitted to Tactive. Tactive is not responsible for accidental damage to material, data or media supplied by the Client or for the accuracy of furnished input or final input. Until the Client's data or media can be evaluated by Tactive, no claims or promises are made about the provider's ability to work with the material submitted in digital format, and no liability is assumed for problems

that may arise. Any additional translating, editing, or programming needed to utilize Client-supplied files will be charged at prevailing rates.

All materials and data created by Tactive, including, but not limited to, artwork, plates, dies, film, data, and digital output files, shall remain Tactive's exclusive property. Tactive will submit prepress proofs along with the original copy for the Client's review and approval. Corrections will be communicated electronically or returned to Tactive on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required" and electronically authorized or signed by the client. Until the master set is received, no additional work will be performed. Tactive will not be responsible for undetected production errors if:

- (a) Proofs are not required by the Client;
- (b) The work is printed per the Client's OK;
- (c) Requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

Press proofs will not be furnished unless they have been requested by the Client and presented in Tactive's quotation. A press sheet can be submitted for the Client's approval as long as the Client is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of the Client's delay or change of mind will be chargeable at Tactive's current rates.

Production Schedules

Production schedules shall be established and followed by both the Client and Tactive. There will be no Tactive liability or penalty for delays due to Client delays, state of war, riot, civil disorder, fire, flood, terrorism, unavailability or shortages of materials, equipment failures, acts or defaults of the work of a subcontractor, delays in transportation, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of Tactive. In such cases, schedules will be extended by an amount of time equal to the delay incurred. The prices in this agreement are based upon full compliance with said schedule and any deviation from the agreed upon schedule on the part of the Client may result in a revised delivery date or additional charges for downtime or overtime incurred by Tactive due to said deviation from the schedule. In any case, no additional work will be performed by Tactive until such revised schedule and/or pricing is approved by the Client.

Shipping

All prices are for a single shipment, without storage, F.O.B. Tactive's plant, Indianapolis, Indiana.

Storage, Overages

Intermediate Materials: Tactive will retain intermediate materials until the related end product has been accepted by the Client. If requested by the Client, intermediate materials will be stored for an additional period for an additional charge. Tactive is not liable for any

loss or damage to stored material beyond what is recoverable by Tactive's fire and extended insurance coverage.

Paper Storage: Only in the event that Tactive stores paper on behalf of the Client the following is agreed. Tactive will provide storage for the Client's paper chargeable at Tactive's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Tactive shall have the right to demand that Client remove the paper from Tactive's storage. If Client fails to remove the paper after 20 days' notice, Tactive may sell the paper and remit the proceeds to Client less storage costs and costs of sale. Tactive shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Only in the event that Tactive stores materials on behalf of the Client the following is agreed. Storage of finished goods, inserts, covers, cartons, and all other materials will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after the originally scheduled print date will be chargeable at Tactive's current rates. Skids may not contain more than 2,000 pounds of material. If there is no activity, storage charge, or request by the Client for return of stored material for 3 months after the initial agreement storage period, Tactive has no liability if it chooses to dispose of, or destroy, the stored material.

Overages: The Client must advise Tactive, in advance of the job, the disposition of overs. Overs may be returned to the Client, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Tactive's option and without liability to Tactive, material may be automatically destroyed after 60 days if Client has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Return Policy

All custom-decorated items are non-refundable unless a defect in the product is found. Please inspect your order upon reception and contact us immediately if the item is defective, damaged, or if you receive the wrong item, so that we can evaluate the issue and make it right. For all other inquiries, please reach out to your customer service representative.

Subsequent Work

To facilitate and expedite the parties' dealings on future printing jobs, it is agreed that the terms set forth in this agreement shall apply to all future printing jobs unless amended or contradicted in writing signed by both parties.

Taxes

All taxes and assessments levied by any governmental authority are the responsibility of the Client. All amounts due for taxes and assessments will be added to the Client's invoice. No tax exemption will be granted unless official proof of the Client's exemption is on file with Tactive or such documentation accompanies the order. If, after the Client has paid the

invoice, it is determined that more tax is due, the Client must promptly remit the required taxes to the taxing authority or immediately reimburse Tactive for any additional taxes paid.

Telecommunications

Unless otherwise agreed, the Client will pay for all transmission charges. Tactive is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

Waiver

No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Agreement that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Agreement.