

MARKING SPECIALISTS GROUP - CUSTOMER SALES ORDER TERMS & CONDITIONS-CUSTOMER AGREEMENT

1. PARTIES AND APPLICATION. The parties are Seller and Buyer. "Seller" is Marking Specialists Group and "Buyer" is the party buying product(s) ("Products") from Seller. Hereafter, these terms and conditions and the sales order (the "Order") are collectively the "Agreement". This Agreement is incorporated into the transaction described on the Order. It is agreed that all purchase(s) of Products by Buyer from Seller are made pursuant to this Agreement. The terms and conditions herein may in some instances conflict with the terms and conditions contained in a purchase order or other document submitted by Buyer. Therefore, acceptance by Seller of Buyer's order is made only on the express understanding and condition that insofar as the terms and conditions of this acceptance conflict with any term(s) and/or condition(s) of the Buyer's order, the terms and conditions of this Agreement shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implications or acceptance and payment of goods ordered hereunder. Any failure by Seller to object to any provision(s) contained in any document(s) or communication(s) from Buyer shall not be deemed a waiver, addition to or modification of any provision(s) of this Agreement.

2. MODIFICATION. This Agreement may not be amended, changed or modified except by a writing duly executed by Buyer and Seller, and it is expressly understood that in the case of Seller, any such writing must be executed by an authorized representative of Seller. This Agreement, together with any specifications, schedules, or amendments referred to herein or attached hereto, sets forth the complete agreement between the parties, and supersedes any prior or contemporaneous communication(s) relating to its subject matter.

3. CUSTOMER PURCHASE ORDER. Seller should only undertake to supply product in accordance with Seller's formal quotation and the purchase order acknowledgment. This is subject to the terms and conditions herein confirmed by the buyer's authorized signature applied to the quotation document or a written purchase order supplied by the buyer. It is noted that the terms and conditions provided herein will always be the presiding and effective basis of the agreement to supply product or services to the buyer. No other terms and conditions shall apply to the agreement irrespective of any indication otherwise made by the buyer.

4. PRICES. Seller reserves the right to revise prices for any Products if there is a change in quantity, size, analysis, finish, method and/or time of shipment differing from those provided for in the original Order.

5. PAYMENT. Buyer shall make payment to Seller in the manner set forth in this Agreement. If in the judgment of Seller the creditworthiness of Buyer becomes impaired at anytime or Seller otherwise becomes insecure Seller shall have the

right to require payment in advance before making any future shipments. Seller may, upon seven days written notice to Buyer, declare the unpaid purchase price of any Products shipped to Buyer to be immediately due and payable. Any payment for Products not made when due shall accrue interest at a rate of (a) 1.5% for each month (or any portion of any month in which a balance remains unpaid), or (b) the highest interest rate permitted by law, whichever rate is less. At Seller's option, upon any breach or default by Buyer hereunder, Seller may declare any outstanding debt, obligation or liability of Buyer to Seller, under this Agreement or otherwise, to be immediately due and payable. With respect to all payments due to Seller from Buyer hereunder, and unless in each instance waived by Seller in writing, timely payment shall be a required condition precedent to any subsequent deliveries of Products or other performance by Seller of its duties and obligations under this Agreement.

6. RISK OF LOSS. All risk of loss of or damage to any Products shall pass from Seller to Buyer upon Seller's delivery of such Products to the carrier designated in the shipping instructions of Buyer or to a carrier reasonably selected by Seller if such shipping instructions do not designate a carrier for shipment. Any charges by carrier at destination for spotting, switching, demurrage or other services shall be paid by Buyer. Any price quotations contained herein are price terms only. Risk of loss or damages and shipping terms are as separately provided in this in this Agreement.

7. DEFECTIVE NON-CONFORMING OR REJECTED MERCHANDISE. Buyer shall inspect all Products shipped immediately upon arrival at the shipment's destination. Within 10 business days of arrival Buyer shall notify the Seller's Quality Department of (a) any alleged defects in any Products in that shipment, (b) any reason(s) Buyer rejects any Products, and/or (c) any claim of shortage of Products in a shipment. When appropriate Seller will then issue a Return Goods Authorization (RMA) number to Buyer. SELLER WILL NOT ACCEPT ANY RETURNS WITHOUT HAVING FIRST ISSUED AN RMA NUMBER. AN RMA NUMBER MUST BE CLEARLY WRITTEN ON ANY PACKAGE AUTHORIZED FOR RETURN. A WRITTEN EXPLANATION OF THE REASON FOR REJECTION MUST ALSO ACCOMPANY THE RETURNED PRODUCT. Further, in the event any model or sample of any Products was shown to Buyer before an Order was placed, the Buyer acknowledges that such model or sample was merely used to illustrate the general type and quality of the Products and not to represent that the Products would necessarily be identical to the model or sample. Therefore, any alleged difference between the Products shipped and any model or sample shall not be a valid basis for rejection of any Products. Buyer shall not withhold payment on the basis of a claim for defective parts or short shipment unless seller has agreed to the claimed amount as being acceptable and has issued a "Return Material Authorization" (RMA) and has passed a credit note confirming the reduction in the amount billed to customer.

8. CHANGES AND CANCELLATIONS. Should Buyer desire to revise or suspend an Order for reasons allegedly beyond the Buyer's control, Buyer shall first discuss the matter promptly with the Seller and the parties shall attempt to

reach a mutually satisfactory agreement. Seller's Products are custom, made-to-order per specific customer requirements and therefore are non-cancellable as Products cannot be resold. All sales are final.

9. LIMITATIONS OF LIABILITY. In no event shall the amount of Seller's liability for any breach or default hereunder exceed the purchase price paid or payable by Buyer to Seller for the Products and in no event shall Buyer be entitled to claim compensation for special, incidental or consequential damages for defective goods or services, late delivery or non-delivery, nor shall Seller be liable for Buyer's loss of any kind or description whatsoever. BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND SHALL NOT MAKE OR BE LIABLE UNDER ANY GUARANTEES, WARRANTIES, OR REPRESENTATIONS, EXPRESSED OR IMPLIED IN ANY MANNER OR FORM WHATSOEVER. THIS INCLUDES BUT IS NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN OR IN A WRITING DELIVERED BY SELLER TO BUYER AND SELLER SHALL NOT, DIRECTLY OR INDIRECTLY, BE RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THE PRODUCTS, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

10. TERMINATION. In the event of any breach or default by either party in any of the terms or conditions of this Agreement, or any other agreement between the parties, the other party may immediately terminate this Agreement by giving written notice to the defaulting party. This Agreement shall immediately terminate without written notice by or to, or other action by, either party in the event of any assignment for the benefit of creditors or offer to make an extension to creditors by Buyer, the insolvency (as such term is defined in the Uniform Commercial Code) of Buyer, the commencement of any proceeding under any bankruptcy laws by or against Buyer, the suspension or liquidation of Buyer's usual business, or any transfer (either voluntary or involuntary) of a substantial part of Buyer's property or assets other than in the ordinary course of business. Provided however, that in the event of any such termination, the terms and conditions of this Agreement shall continue to be binding upon the parties in connection with all the Products shipped by Seller to Buyer prior to any such termination.

11. NOTICES. Any notice given under this Agreement shall be in writing and mutually agreed upon and signed by both parties. The content of any notice, or any other communication, from Buyer shall not be construed as a modification of these terms and conditions unless such communication is specifically acknowledged by the Seller, in writing, as a modification or amendment hereto.

12. CHOICE OF LAW, SEVERABILITY & VENUE. This Agreement and each transaction described in the Order shall be construed and interpreted only under the laws of the State of Illinois. If any provision of this Agreement shall be determined invalid, only the portion of that provision shall be construed ineffective without invalidating the remainder of such provision or the remainder

of the Agreement. In the event that any dispute relating to this Agreement or the transaction described in the Order shall result in judicial action, it is agreed that the venue for such action shall be the federal courts located in Chicago, Illinois, providing sufficient jurisdiction shall exist; and, if not, then the venue shall be the state courts located in Lake County, Illinois.

13. ATTORNEY'S FEES. If any legal action is initiated by either party, the party in whose favor judgment shall be entered shall be entitled to recover from the other party all costs and expenses (including attorney's fees) incurred in such action, including all such costs and expenses of any appeal there from.

14. EXPORTS. Exports and re-exports of Marking Specialists Group products (as material, an individual component, or an assembly) are subject to U.S. export controls and sanctions administered by the Commerce Department's Bureau of Industry and Security (BIS) under its Export Administration Regulations (EAR). Therefore, Marking Specialists Group products may not be exported or re-exported, either directly or indirectly, to any of the following countries without prior authorization from the BIS pursuant to the EAR and other applicable U.S. government agencies: Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria.

15. PROPRIETARY TOOLING. All fabrication tooling is proprietary and remains the property, and stays within the confines of Marking Specialists Group. This is a non-recurring tool charge, meaning that any additional maintenance or replacement costs are incurred by Marking Specialists Group for the life of the product—exclusive of any material part design changes or modifications.

MARKING SPECIALISTS GROUP - SUPPLIER PURCHASE ORDER TERMS AND CONDITIONS

1. PARTIES AND APPLICATION. The parties are Seller and Buyer. "Buyer" is Marking Specialists Group and "Seller" is the party selling product(s) ("Products") to Buyer. Hereafter, these terms and conditions and the order documents (the "Order") are collectively the "Agreement". This Agreement is incorporated into the transaction described in the Order. It is agreed that all sale(s) of Products by Seller to Buyer are made pursuant to these terms and conditions. Any acceptance of this offer of Buyer to purchase must and shall be construed as being expressly limited to the terms and conditions herein. Therefore, notwithstanding any different, conflicting or additional terms or conditions which may appear on any document or business form submitted by Seller, such different, conflicting or additional term(s) shall not be construed to become a part of the agreement and contract between Seller and Buyer.

2. ACCEPTANCE, MODIFICATION AND CHANGES. The Order must be accepted by Seller in writing. If, however, Seller fails to accept said Order in writing, any conduct by Seller which recognizes the existence of an agreement pertaining to the Order shall be construed to constitute an acceptance by Seller of the Order and this Agreement. Any terms or conditions proposed in Seller's acceptance of the Order which are different from the terms and conditions herein are hereby rejected and shall not be construed to be a part of the Order. Any reference in the Order to Seller's proposal shall not include any terms and conditions attached to such proposal or referred to therein. This Agreement may not be amended, changed or modified except by a writing signed by Buyer and Seller. Buyer may at any time, by notice to Seller, cancel the Order, change the quantities, or make changes within the general scope of the Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing, and/or (iii) time and/or place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. No claim by Seller for adjustment shall be valid unless asserted within two (2) business days from the date of receipt by Seller of the notification of change; provided, however, that such period may be extended upon the written approval of Buyer.

3. PRICES AND PAYMENT. Seller agrees that the price(s) in the Order is(are) firm and not subject to increase. Invoices shall contain the following information: Purchase Order number, item number, quantities, unit prices and extended totals. Payment of an invoice shall not constitute acceptance of the Products and shall be subject to adjustment for errors, shortages, defects in the Products, or other failure of Seller to meet the requirements of the Order. Payment due dates and terms, including discount periods and Unacceptable Products, will be computed from the actual date of receipt of Products passing final Buyer inspection (as outlined in clause 5) or actual date of receipt of correct invoice, whichever is later. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller to Buyer. Buyer shall be liable for the

payment only of those sales taxes, if any, which Seller is required by law to collect from Buyer. All such taxes shall be stated separately on Seller's invoice.

4. TIME IS OF THE ESSENCE. Deliveries must be received on the date(s) and at the destination(s) specified in the Order. If delivery is not completed within the time(s) and/or at the place(s) specified, Buyer reserves the right, without liability and in addition to its other rights and remedies, to cancel the entire or that part of the Order not delivered, or to extend the time of payment. If timely delivery is endangered by Seller, Buyer shall have the right to direct Seller to make shipment by the most expeditious means and the cost of such shipment shall be borne by Seller. Buyer will pay only for quantities ordered. Over-shipments are not permitted unless specifically authorized in writing by the Buyer.

5. INSPECTIONS, UNACCEPTABLE PRODUCTS, RETURNS AND PACKING. All Products shall be subject to final inspection and acceptance by Buyer at destination within a reasonable time after receipt. Buyer shall have the right to reject any Products that do not meet the requirements of the Order, and/or in the opinion of Buyer, do not meet the quality standard and/or specifications set forth in the Order ("Unacceptable Products"). Buyer may refuse to accept delivery of any/all Unacceptable Products. Seller shall accept any Unacceptable Products for return, for full credit and with freight paid by Seller. All Products shipped under an Order from Buyer shall be packed in a commercially reasonable manner suitable for the goods shipped and so as to secure the lowest transportation rates. Seller shall mark all containers with necessary handling and shipping information. An itemized packaging sheet must accompany each shipment to Buyer.

6. FREIGHT, TITLE AND RISK OF LOSS. All shipments are FOB Shipping Point. All risk of loss of or damage to any Products shall pass from Seller to Buyer upon Seller's delivery of such Products to the carrier designated in the shipping instructions given to Seller or to a carrier reasonably selected by Seller if such shipping instructions do not designate a carrier for shipment. Any charges by a carrier at destination for spotting, switching, demurrage or other services shall be paid by Buyer.

7. TERMINATION. (A) Buyer may terminate the Order, in whole or in part, at any time by written notice. Upon such termination Seller shall, to the extent specified by Buyer, stop all work on the Order. Charges for such termination shall be limited to actual, non-recoverable costs incurred by Seller which Seller can demonstrate were incurred prior to the date of termination. In no event shall Buyer be required to reimburse Seller for Products in excess of those required to meet the delivery schedule. Within 5 days from termination Seller may submit to Buyer its claim for termination charges. Failure to submit such claim shall constitute a waiver of all claims and a release of Buyer's liability arising out of such termination. Buyer shall pay Seller the amount due for Products delivered prior to termination and, in addition, shall pay the following: (i) the contract price for all Products completed in accordance with the Order and not previously paid

for; and (ii) the cost of paying claims to Seller's suppliers for work and materials directly allocable to the Products terminated. Buyer shall not be responsible for payment of any charges for terminating the Order for Products for which there are alternate customers. Buyer shall not be responsible for any commitments made by Seller in advance of those necessary to comply with the delivery schedules set forth in the Order. The total of payments made by Buyer under this paragraph shall not exceed the aggregate price for all Products specified in the Order less payments already made. Upon payment of a valid claim of Seller, Buyer shall be entitled to all goods, materials and work in process. IN NO EVENT SHALL SELLER BE ENTITLED TO NOR SHALL BUYER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF PREPARING CLAIMS, COSTS OF TOOLING OR EQUIPMENT, OR ANY OTHER EXPENSES OR DAMAGES ARISING OUT OF THE ORDER OR WITH RESPECT TO THE TERMINATED ORDER. (B) Buyer may, by written notice, terminate the Order, in whole or in part, if Seller: (i) fails to make delivery of the Products within the time or at the destination specified; or (ii) fails to replace or correct defective or Unacceptable Products in accordance with the provisions of the "Warranty" paragraph below; or (iii) fails to make progress so as to endanger performance in accordance with the terms of the Order; or (iv) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors. In the event of such termination, Seller shall transfer title and deliver to Buyer, to the extent directed by Buyer: (i) any completed Products, and (ii) such partially completed Products, and (iii) all drawings, information, and contract rights as Seller has produced or acquired for the performance of the Order. Prices for such items shall be negotiated; however, they shall not exceed the Order price per type of Products.

8. WARRANTY. Seller warrants that all Products furnished hereunder shall: (i) be free from defects in workmanship, material, and manufacture; (ii) comply with the requirements of the Order; (iii) perform as represented by Seller (even if such representations do not appear in the Order, notwithstanding the provisions of Paragraph 9 hereof; (iv) be merchantable and fit and sufficient for the use intended by Buyer; and (v) be free and clear of any lien or other claim against title. The foregoing are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. Buyer's approval of Seller's material or design shall not relieve Seller of the warranties set forth herein. Seller's warranty shall be effective for a period of one (1) year from the date of Buyer's acceptance. This warranty shall run to Buyer's customers and users of the Products. If any Products furnished hereunder do not meet the warranties specified herein, Buyer may, at its option: (i) require Seller to correct, at no cost to Buyer, any defective or nonconforming Products by replacement; or (ii) return such defective or nonconforming Products at Seller's expense to Seller and recover from Seller the Order price thereof; or (iii) correct the defective or nonconforming Products and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity or under the Order and shall not be deemed to be exclusive.

9. ENTIRE AGREEMENT. This Agreement, together with any requirements, specifications, schedules, drawings/sketches or amendments referred to herein or attached hereto by Buyer, sets forth the complete agreement between the parties, and supersedes any prior or contemporaneous communication(s) relating to its subject matter. Any reference to any proposal, quotation or other communication by Seller shall be deemed to be limited to the description of the Products and to be limited by the terms of this Agreement and shall not be a part of the Agreement if inconsistent with any term herein.

10. NOTICES. Any notice given under this Agreement shall be in writing and mutually agreed upon and signed by both parties. The content of any notice, or any other communication, from Seller shall not be construed as a modification of these terms and conditions unless such communication is specifically acknowledged by the Buyer, in writing, as a modification or amendment hereto.

11. CHOICE OF LAW, SEVERABILITY & VENUE. This Agreement and each transaction described in the Order shall be construed and interpreted only under the laws of the State of Illinois. If any provision of this Agreement shall be determined invalid, only the portion of that provision shall be construed ineffective without invalidating the remainder of such provision or the remainder of the Agreement. In the event that any dispute relating to this Agreement or the transaction described in the Order shall result in judicial action, it is agreed that the venue for such action shall be the federal courts located in Chicago, Illinois, providing sufficient jurisdiction shall exist; and, if not, then the venue shall be the state courts located in Lake County, Illinois.

12. ATTORNEY'S FEES. If any legal action is initiated by either party, the party in whose favor judgment shall be entered shall be entitled to recover from the other party all costs and expenses (including attorney's fees) incurred in such action, including all such costs and expenses of any appeal there from.