TERMS AND CONDITIONS OF SALE

1. APPLICABILITY

These Terms and Conditions of Sale (these "**Terms**") govern the sale by Multi-Color Corporation, an Ohio corporation, or any of its affiliated entities that issue an order confirmation for Products (collectively, "**MCC**"), of labels, packaging, printed products, and related products and equipment (collectively "**Products**"). By purchasing Products from MCC, the buyer of the Products ("**Buyer**") agrees to these Terms. MCC expressly objects to, rejects, and excludes any other Buyer terms and conditions, including, but not limited to, any different, additional, or contrary terms proposed by Buyer, or any standard terms and conditions set forth in a Buyer purchase order or other document. Buyer's purchase order excluding Buyer's standard terms and conditions which are expressly rejected, shall be referred to herein as the "**Order**". These Terms, together with the MCC quotation and/or MCC order confirmation into which they are incorporated (the "**Order Confirmation**" and collectively with these Terms, this "**Agreement**") supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No Order shall become binding on MCC until MCC issues an Order Confirmation, accepts the Order in writing or starts performing in accordance with the Order. Orders that are not accepted by MCC within 60 days shall be deemed rejected. In the event of a conflict among the provisions of these Terms and the Order Confirmation, these Terms shall control.

2. CANCELLATION OR MODIFICATION OF ORDERS

Buyer may not cancel or modify an Order without MCC's prior written consent. In the event of such cancellation or modification, Buyer shall compensate MCC for all resultant costs and damages, in addition to a fee equal to 5% of the aggregate amount of the cancelled Order. MCC may cancel an Order without incurring any liability to Buyer, if production becomes impracticable.

3. LABEL DESIGNS AND SPECIFICATIONS

(a) Buyer shall be charged for all artwork, printing plates, dies and tooling supplied by MCC to produce the Products. All such charges shall be invoiced with the first shipment of Products unless otherwise set forth in the Order Confirmation.

(b) As between Buyer and MCC, Buyer is solely responsible for the content of all Products. Buyer shall furnish all artwork, designs and wording for to be imprinted on the Products, and/or shall review and approve all artwork, designs, and written material supplied by MCC ("**Designs**"). Buyer must accept and approve the Designs before MCC prints the Products. Buyer shall release and indemnify MCC against any claims that the Designs do not comply with the requirements of law or fail to imprint any word, device, or design that may be required by law.

(c) Buyer warrants it has all necessary right, title and interest in and to the Designs, including all label content and any intellectual property rights comprised therein, and warrants that the Designs do not infringe upon the intellectual property rights or privacy or proprietary rights of any third party. Buyer grants to MCC a personal, non-assignable, royalty-free, right and license to utilize Buyer's intellectual property rights in the Designs in order for MCC to perform its obligations under this Agreement.

(d) Buyer acknowledges that MCC is not under any obligation to enforce Buyer's intellectual property rights in the Designs, or to independently confirm the Designs do not infringe any third party intellectual property rights, including in relation to any Designs supplied by MCC.

(e) Each party is and will continue to be the sole owner of any intellectual property owned by it prior to the date of the Agreement. Any new intellectual property relating to the methods of production, assembly, or supply of the Products which is conceived, made, authored or reduced to practice by MCC under this Agreement shall be MCC's sole and exclusive property. To the extent any such rights vest in Buyer by operation of law, Buyer hereby agrees to assign and convey such rights to MCC without the payment of any amounts including any royalties, commissions or profit participation charges. Buyer will not make any adverse claim regarding intellectual property owned by or to be assigned to MCC. Further, unless specified otherwise in the Order Confirmation, Buyer does not acquire any ownership rights or interests in any tooling acquired by MCC on behalf of Buyer, despite payment of any invoice charges for the dies, tools, and fixtures.

4. ESTIMATES AND QUOTATIONS

MCC's written estimates and quotations are valid for a period of 30 days from the date of the quotation unless otherwise agreed to in writing by MCC. All pricing shall constitute good faith estimates only and shall be conditioned upon review by MCC of any Design and/or samples supplied by Buyer.

5. PRICING; PAYMENT TERMS

(a) Buyer shall purchase the Products from MCC at the prices set forth in the Order Confirmation. MCC may increase the price of any Products at any time on written notice before delivery of the Products to a carrier for shipment to Buyer. In such event, these Terms shall be construed as if the increased price were originally inserted herein, and Buyer shall be billed by MCC on the basis of such increased price.

(b) All prices are exclusive of sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, however, that MCC shall be responsible for any taxes with respect to MCC's income, revenues, personnel or real or personal property.

(c) Buyer shall pay all invoiced amounts within 30 days from the date of MCC's invoice. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off, counterclaim, or dispute with MCC. Buyer shall pay a late payment charge on overdue amounts at a rate equal to the lesser of: (a) one and one-half percent ($1^1/_2$%) per calendar month, or (b) the maximum rate allowed by applicable law. In addition, Buyer shall be responsible for all costs of collection incurred by MCC on past due amounts, including court costs, collection agency fees and reasonable attorney's fees. MCC shall have the right to suspend performance of an Order until all past due amounts are paid in full.

6. DELIVERY

(a) Unless otherwise agreed in writing by the parties, MCC shall deliver the Products to Buyer FCA, MCC's facility dock (FCA shall have the meaning set forth in Incoterms 2020 (ICC No. 715) with its attendant rights and obligations) using MCC's standard methods for packaging and shipment. Buyer shall be responsible for all loading costs and shall provide all equipment and labor reasonably suited for receipt of the Products at Buyer's delivery point. All risk of delay or loss or damage in transit shall pass to Buyer when MCC delivers the Products to the carrier. Buyer shall promptly inspect the Products and must inform MCC within 10 calendar days of receipt of the Products of any defects (or shall be deemed to have accepted the Products).

(b) MCC will use commercially reasonable efforts to comply with the delivery dates set forth in the Order Confirmation but does not

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guarantee to meet such dates. Time for delivery shall not be of the essence. Shipments may contain shortages or overruns not exceeding 10%. Failure by MCC to meet the estimated delivery dates does not constitute a cause for cancellation or damages. In the event of a delay in delivery requested by Buyer or caused by Buyer, MCC will store the Products at Buyer's risk and expense. Claims for shortages or other errors must be made by Buyer in writing within 10 calendar days of delivery, provided shipments may contain shortages or overruns not exceeding 10%. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. All sales are final. Products may not be returned to MCC for any reason without MCC's prior written authorization. Partial shipments shall be permitted.

7. LIMITED WARRANTY

Unless specifically stated otherwise in the Order Confirmation, MCC warrants for a period of six (6) months from the date of shipment that the Products will be free of material defects and will conform in all material respects with the written specifications for the Products as agreed to by the parties in writing (the "**Limited Warranty**"). Buyer's sole and exclusive remedy for any breach of this Limited Warranty shall be limited to replacement, correction, or repair of defective Products by MCC, including the cost of inspection, removal, delivery, or field service travel expenses. EXCEPT AS PROVIDED IN THIS SECTION 7, MCC MAKES NO OTHER REPRESENTATION OR WARRANTIES AS TO THE PRODUCTS, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. MCC DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S SPECIFIC NEEDS OR REQUIREMENTS. THE WARRANTIES SET FORTH IN THIS SECTION 7 SHALL NOT APPLY TO ANY PRODUCTS THAT HAVE BEEN (i) SUBJECTED TO ABUSE, MISUSE, NEGLECT, NEGLIGENCE, ACCIDENT, IMPROPER TESTING, IMPROPER INSTALLATION, IMPROPER STORAGE, IMPROPER HANDLING, ABNORMAL PHYSICAL STRESS, ABNORMAL ENVIRONMENTAL CONDITIONS OR USE CONTRARY TO ANY INSTRUCTIONS ISSUED BY MCC; OR (ii) RECONSTRUCTED, REPAIRED OR ALTERED BY PERSONS OTHER THAN MCC OR ITS AUTHORIZED REPRESENTATIVE.

8. INDEMNIFICATION

Buyer hereby releases and agrees to indemnify, defend and hold harmless MCC, its shareholders, directors, officers, employees, managers, members, affiliates, subsidiaries, agents, successors and assigns from and against any and all direct and indirect claims, demands, actions, liabilities, judgments, damages, losses, fines, penalties, forfeitures, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of proceedings (collectively, "**Losses**"), arising out of, in connection with, resulting from or relating to: (i) a breach by Buyer or any of Buyer's shareholders, directors, officers, employees, managers, members, representatives, agents, successors or assigns ("**Buyer's Parties**") of these Terms, any Order Confirmation, or any law; (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties; (iii) losses, damages or injuries caused by, arising out of or relating to the Products and/or Designs or the handling or use of the Products and/or Designs, except to the extent caused directly by a breach of the Limited Warranty in Section 7; and/or (iv) any infringements of any patent, trademark, copyright or other intellectual property rights of Buyer or any third party with respect to the Products and/or Designs either alone or in combination with other products. Buyer understands it is responsible for all Losses set forth in this Section 8 and agrees to obtain and maintain adequate levels of insurance to cover its operations on a primary and non-contributory basis. Buyer agrees to release and waive all rights of recovery against MCC and its insurers by way of subrogation.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL MCC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER OR NOT MCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT FOR LIABILITY ARISING OUT OF MCC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL MCC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS UNDER ANY THEORY OF LIABILITY EXCEED THE TOTAL OF THE AMOUNTS PAID TO MCC FOR THE PRODUCTS SOLD HEREUNDER OR $100,000, WHICHEVER IS LESS.

10. GRANT OF SECURITY INTEREST

As partial consideration for MCC's sale of the Products to Buyer, Buyer hereby grants to MCC and MCC hereby retains a security interest in all Products sold to Buyer now or hereafter in the possession of or under the control of Buyer, regardless of whether title has passed to Buyer, including, without limitation, (i) all Products or any other products bearing any trademark of MCC, (ii) returns or repossessions, and (iii) the proceeds of all of the foregoing, to secure all of Buyer's obligations to MCC under these this Agreement or any invoice issued by MCC to Buyer and all other obligations of Buyer to MCC. Upon the request of MCC, Buyer agrees to execute such financing statements, continuation statements and other documents and to take such actions as may be requested by MCC to document the rights of MCC in this Section 10. If Buyer fails to perform any of its duties set forth in this Section, MCC is hereby authorized and appointed as Buyer's attorney-in-fact to execute and file such documents to evidence and/or perfect the security interest granted herein.

11. TERMINATION

In addition to any remedies that may be provided under these Terms, MCC may terminate this Agreement and any Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) refuses or is unable to provide adequate assurances of performance or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

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12. FORCE MAJEURE

MCC shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of MCC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions or lockdowns, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lockouts, strikes, or other labor disputes or shortages (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies, materials or telecommunication breakdown or power outage.

13. MISCELLANEOUS

(a) Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MCC. Any attempted assignment or delegation in violation of this clause 13(a) shall be void and of no effect.

(b) No waiver by MCC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by MCC.

(c) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(d) This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois without regard to the conflicts of law principles thereof and excluding the United Nations Convention on the International Sale of Products of 1980 (and any amendments or successors thereto). The parties hereby irrevocably submit themselves to and consent to the exclusive jurisdiction of the state and/or federal courts located in Cook County, Illinois. ANY ACTION BROUGHT BY BUYER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DELIVERY OF THE PRODUCTS NOTWITHSTANDING ANY STATUTORY PERIOD OF LIMITATION TO THE CONTRARY.

(e) Buyer certifies that it will comply with all applicable import laws and regulations, including those administered by U.S. Customs and Border Protection.

(f) Any notice given pursuant to the Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase Order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

(g) Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this including, but not limited to, the following Sections: 3, 5(c), 7, 8, 9, 10, 12 and 13.