

CONDITIONS OF SALE

Epsen Hillmer Graphics, Co. ("Seller") and any customers who place an order for any goods or services to be supplied by Seller (the "Buyer") hereby agree that the following Conditions of Sale (the "Conditions") shall together with any additional terms contained in the Seller's order acknowledgement or invoices for a given transaction constitute the total agreement of sale between the parties for that transaction (the "Agreement").

1. Buyer agrees to pay the price listed on Seller's invoices, and agrees said prices can be adjusted from the prices listed in Seller's initial order acknowledgement to cover any increase in costs of materials or other production costs of the goods sold hereunder caused by any of the following: new or increased payroll or labor costs; new or increased taxes imposed by any Federal or State governmental or regulatory entity; new or increased transportation costs or fuel surcharges or changes made by Buyer after its initial order was placed. Buyer further agrees to pay any expense Seller incurs after sketches or proofs have been approved and plates made to design and prepare the product or to account for changes in sizes or film already prepared or in process. If Buyer requests and Seller agrees to provide warehousing, Buyer agrees to pay an additional monthly charge to cover storage, insurance and handling in accordance with Seller's then current pricing and warehousing policy until such time as the goods are shipped from Seller's facility to Buyer. All invoices are due on net 30 day terms. Overdue accounts shall bear interest at the maximum rate allowed by law.

2. Shipment will occur when the goods ordered are ready for shipment and will be F.O.B. Seller's Omaha, Nebraska facility unless otherwise agreed to by the parties. If Buyer requests delays in shipments beyond this delivery period, title to such goods shall pass to Buyer, and payment shall be due from Buyer on the completion date of the goods. Buyer shall bear all risks of loss for any goods stored by Buyer and pay any costs associated therewith on receipt of Seller's invoice for such costs. All delivery dates are estimates and not guaranteed, and such estimates are subject to Buyer's prompt delivery of all required specifications, sketches, proofs and Seller's required acceptance form. Shipments will be to such points and in such quantities as Buyer requests, and will be billed upon completion of the goods. Broken cartons requested by Buyer are subject to a broken carton charge. Seller may group shipments to the same location for multiple customers in order to provide a fixed shipping and handling charge. Seller shall not be required to submit a copy of a freight bill for this shipping and handling service. Any additional expenses incurred by Seller because of a change in delivery location, special packing or special or express shipping requested by Buyer, shall be paid by Buyer and may at Seller's option be required to be paid in advance or billed as an addition to the selling price at time of shipment. An over-run or an under-run of goods not exceeding 10% of the quantity ordered will constitute complete delivery of this order. In addition, Seller may provide unequal sets of fronts, backs, and/or necks.

3. Due to the difficulty paper mills experience in manufacturing paper and board without variations as to strength, color, finish and weight, paper and board furnished under the parties' contract shall be governed by the rules in force at the mills furnishing the same. Buyer agrees Seller's only duty shall be to reasonably attempt to match colors, to the extent permitted by the prevailing dye and ink suppliers. Seller makes no warranty express or implied regarding its ability to color match products perfectly.

4. All original film art work, drawings, negatives, engravings, plates, dies or other implements furnished and used by the Seller shall remain Seller's property and Seller shall not be required to furnish Buyer any copies, negatives or impressions thereof. It is agreed that the vignettes and/or art work to be used on the goods herein ordered, if provided by Seller, are stock features, designed by and owned by the Seller, and can be used by Seller on other goods for other customers, and Buyer hereby consents to such general use of such features by Seller and its customers. If provided by Seller, art work will remain the property of Seller. "Film" and "plates" shall be defined as all plate ready films, both positives or negatives, including all material used to produce plate ready films, including, but not limited to, art work, electronic files, original working films, die positives, camera films, inter-process films and masks, duplicates or archival material, original master vignettes, separation originals, color correction and patch-up compositions, as well as any supporting records, indexes or inventory lists, and any similar materials. "Art work" shall be defined as any original illustrations, drawings, vignette transparencies, camera negatives, mechanical paste-ups and camera prints, and material used in the production of graphic images including type or art files and computer stored images.

5. SELLER WARRANTS THAT THE GOODS AND SERVICES SOLD TO BUYER WILL CONFORM TO THE DESCRIPTION IN THE APPLICABLE ORDER ACKNOWLEDGEMENT, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP, AND WILL BE OF SELLER'S STANDARD QUALITY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE LIABILITY TO BUYER FOR ANY BREACH OF THIS WARRANTY REGARDING ANY SALE SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER TO SELLER FOR THE GOODS UNDER THE APPLICABLE INVOICE; OR, IF SELLER FAILED TO DELIVER, THE BUYER'S DAMAGES WILL BE LIMITED TO THE DIFFERENCE IN VALUE BETWEEN SELLER'S PRICE AND ANY REASONABLE MARKET PRICE PAID BY BUYER TO REPLACE THE GOODS WITH GOODS OF LIKE KIND AND QUALITY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR OTHER LOSSES INCURRED BY BUYER DUE TO ANY SUCH BREACH. ANY WARRANTY CLAIM OR CLAIM REGARDING ERRORS OR DEFECTS IN ANY PRODUCT MUST BE MADE BY BUYER IN WRITING WITHIN 10 DAYS AFTER ARRIVAL OF THE GOODS AT SELLER'S FACILITY OR THEY SHALL BE DEEMED WAIVED AND RELEASED BY BUYER.

6. Seller shall have no liability to Buyer for delays or non-performance caused in whole or part by fire, strikes, differences with workmen, accidents to machinery, failure of usual sources of supply of materials or any contingencies beyond the control of the Seller, whether related or unrelated, or similar or dissimilar to any of the foregoing.

7. The Buyer agrees to assume all responsibility for, and to save the Seller harmless from, any and all violations of federal and/or state pure food and drug laws; flag, trademark and copyright laws; or, from any subject matter required by law or prohibited by law to be printed or lithographed on the goods covered by the parties' Agreement that has been authorized by Buyer.

8. Upon any default in payment, if Seller for any reason should reasonably doubt Buyer's ability to pay for the goods under any of the parties' contracts, or if Buyer files for relief under the U.S. bankruptcy code, then, in any such event Seller may decline to manufacture or make further deliveries to Buyer of any goods on order, and Buyer shall be immediately liable for: (i) all goods manufactured and/or in course of manufacture; (ii) Seller's profit on any ordered but unmanufactured goods under such contract; and, (ii) any costs incurred by Seller for purchase of raw materials to manufacture those goods which are not otherwise reasonably able to be used by Seller with respect to other orders.

9. Any provisions in Buyer's offer, confirmation or other writing, which are inconsistent with or in addition to the parties' Agreement for that transaction or any additional conditions contained in Seller's order acknowledgements or invoices are not binding upon Seller unless expressly approved by it in writing. No modification of the parties' agreement shall be binding unless such modification shall be in a writing signed by both the Seller and Buyer. The parties Agreement for a given transaction shall be binding on Seller, Buyer and their respective successors and assigns.

10. Should any one or more provisions contained herein be determined to be illegal or unenforceable, all other provisions shall nonetheless remain effective. The parties' agreement shall be governed by the laws of the State of Nebraska.

11. The parties each hereby submit to the jurisdiction of the United States District Court for the District of Nebraska and any Nebraska state court sitting in the City of Omaha for purposes of all legal proceedings arising out of or relating to their Agreement for any given transaction between them. The parties, after consulting or having had the opportunity to consult with counsel, each knowingly, voluntarily and intentionally waive any right to have a jury trial in resolving any dispute, whether sounding in contract, tort or otherwise between them arising out of, connected with, related to or incidental to any their Agreement regarding that transaction. The parties each knowingly waive their right to a jury trial regarding any such dispute.