



## General Terms and Conditions

### ENTIRE AGREEMENT

The front page of this agreement together with these General Terms and Conditions (together, "the Agreement") constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and statements, whether oral or written, regarding subject matter. No modification to, change in, or departure from the provisions of this Agreement shall be valid unless approved in writing by Portland Paper Products. No course of dealing usage of trade shall be applicable to the transactions contemplated here.

### WARRANTY; REMEDIES; LIMITATION OF DAMAGES

Other than the limited warranty/guarantee expressly set forth on the front page of this agreement, Portland Paper Products and its distributor disclaim all warranties expressed or implied, including but not limited to any implied warranties of merchant ability or fitness for a particular purpose, with respect to the products being sold. Upon discovery of any defect subject to the limited warranty/guarantee set forth on the first page of this agreement, the Customer must immediately report to Portland Paper Products or its distributor the nature of the defect(s) and the location of the defective product(s).

In no event shall either Portland Paper Products or its Distributor be liable to the Customer for indirect, consequential, special or punitive damages, including but not limited to lost profits.

### BRANDING/CUSTOMER PRINT APPROVAL

Prior to final placement of order of any custom print or special order. Customer shall sign off and confirm the nature, design and quantity of the order.

### FAILURE TO PURCHASE MINIMUM AMOUNT OF PRODUCT

In the event the Customer fails to purchase the minimum amount of the Company's product as outlined in the Agreement, Customer shall pay a minimum of 2% per month interest on all outstanding custom print products being held by the Company and any additional storage fees associated with storing the products at the Company's facilities.

### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to the conflict of laws principles.

### ASSIGNMENT

The Customer may not assign its rights or obligations under the Agreement. If the Customer sells or transfers more than twenty percent (20%) of their company that is considered an assignment under the terms of this agreement. This applies to all aspects including but not limited to the Line of Credit.