



TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase are incorporated into, and made part of, the purchase order (the "**Purchase Order**") issued by Multi-Color Corporation or an affiliated entity ("**MCC**"). The Purchase Order is an offer to purchase the supplier products set forth therein ("**Products**") subject solely to these Terms and Conditions of Purchase (these "**Terms and Conditions**"). The Purchase Order together with these Terms and Conditions shall be collectively referred to herein as the "**Agreement**."

1. Acceptance; Modifications

The seller of the Products ("**Supplier**") shall be bound by these Terms and Conditions when it acknowledges receipt of the Purchase Order, indicates its acceptance of the Purchase Order in writing, or delivers the Products to MCC. The Purchase Order includes any specifications, drawings, data, and other documents attached thereto or incorporated into the Purchase Order by reference. The Agreement states the complete and entire agreement between MCC and Supplier regarding the purchase of the Products, and supersedes any prior or contemporaneous communications, representations, promises, or negotiations of the same subject matter. MCC expressly rejects any additional or inconsistent terms and conditions offered by Supplier. Any reference to Supplier's quotation, bid or proposal or any similar document or instrument will not be deemed acceptance of any term, condition, or instruction contained in such documents. In the event of any conflict between these Terms and Conditions and the Purchase Order, the Purchase Order shall control. These Terms and Conditions shall otherwise control over any conflicting terms in any other contract documents forming part of the Agreement. The Agreement may not be modified except in a writing signed by an authorized procurement representative of MCC.

2. Delivery, Shipment and Packaging

2.1 **TIME IS OF THE ESSENCE.** Supplier shall deliver Products in accordance with the quantities and date(s) specified on the Purchase Order. Unless otherwise directed, all Products shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

2.2 If ordered Products are not received in the quantities and at the time specified, Supplier shall have a three (3) day period to correct the deficiency. If not corrected, MCC reserves the right, without liability, and in addition to other rights and remedies provided under this Agreement or applicable law, to take the following actions or any combination thereof: (a) direct expedited shipping of the Products (the difference in cost between the expedited shipping and standard shipping costs to be paid by Supplier), (b) terminate the Purchase Order as to all or any specified Products not yet shipped with Supplier to refund any payments MCC has made, if any, for such Products, (c) deduct from the amounts due under this Purchase Order a late delivery penalty in the amount of one (1%) percent of the Purchase Order total per week until the Products are fully

delivered, with a maximum penalty amount of ten (10%) percent of the total Purchase Order charges; or (d) purchase substitute goods or services elsewhere and charge Supplier for the difference between the cost of substitute goods and the sales price. Supplier shall be liable for excess transportation charges, delays or claims resulting from Supplier's deviation from MCC's shipping instructions. MCC will not be liable to pay for Products delivered to MCC which exceed the quantities specified in the Purchase Order and delivery schedules. MCC may at its option retain such Products and pay for them at the unit price or reject and return such Products at Supplier's expense, including transportation charges both ways. Supplier will not make any substitutions without MCC's prior written approval.

2.3 All items will be packaged in accordance with MCC's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. MCC will not be liable for any discharge, spill, or other environmental incident (including clean-up costs) involving any Products shipped under the Purchase Order. All containers will be properly marked for identification per the instructions on the Purchase Order and contain a packing slip that details, at minimum, the MCC Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of MCC's delivery schedule may be returned at Supplier's expense. Supplier will give notice of shipment to MCC when the Products are delivered to a carrier for transportation. The Purchase Order number must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

2.4 All Products, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Products in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

2.5 No later than one business day after Supplier delivers the Products to the carrier, Supplier will provide to the MCC contact identified in the Purchase Order a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Products to MCC's custody.

3. Performance Assurance Plan

If MCC, in its sole discretion, determines there is a material risk that Supplier will fail to meet its performance or delivery requirements under the Purchase Order, MCC may require Supplier to perform under a MCC Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of the Purchase Order. Any failure by Supplier



to satisfy the terms of the Performance Assurance Plan is a material breach of the Agreement.

4. Shipping Terms, Title and Risk of Loss

4.1 Unless otherwise specified on the face of the Purchase Order or in a separate written agreement, the point of delivery, as defined in Incoterms® 2020, shall be MCC's designated facility and Incoterms DAP (or DDP for international deliveries) will apply, and risk of loss and title passes to MCC upon receipt of the Products at MCC's facility. When the Purchase Order specifies the point of delivery is Supplier's location, Incoterms FCA will apply and Supplier bears all risk of loss or damage to the Products, and title passes to MCC upon delivery of the Products to the carrier designated or approved by MCC.

4.2 Notwithstanding anything to the contrary in the Agreement, nothing in the Agreement relieves Supplier of its responsibility for hidden damages discovered after acceptance of the Products. Notwithstanding Section 4.1 above, title and risk of loss to Products subject to a consignment stock agreement passes upon release of the Products from the consignment stock. MCC may direct Supplier to ship the Products to MCC or to any third party designated by MCC.

5. Import/Customs Compliance

Supplier assumes all responsibility and liability for any shipments covered by the Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Products imported under the Purchase Order, MCC reserves the right to terminate the Purchase Order in accordance with the Termination provisions of these Terms and Conditions. MCC may offset the amount of any duties, fees, or freight incurred by MCC due to Supplier's failure to comply with the terms and conditions of the Agreement against the cost of the Products.

6. Drawback

All drawback of duties, and rights thereto, related to duties paid by Supplier or MCC upon importation of the Products or any materials or components that enter into the manufacture of the Products will accrue to the exclusive benefit of MCC. Such duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Products. Supplier will provide MCC with all documents, records, and other supporting information necessary to obtain any duty drawback and will reasonably cooperate with MCC to obtain payment.

7. MCC-Supplied Materials, Tooling, Equipment and Technical Data

7.1 Unless otherwise agreed to in writing by MCC, MCC property furnished to or made available to Supplier, including but not limited to all tooling, tools, equipment and material and any replacement thereof, shall be and remain

the sole property of MCC. Such property, other than consumable materials, shall not be modified without the written consent of MCC. MCC's property shall be plainly marked or otherwise adequately identified by Supplier as "Property of Multi-Color Corporation" and shall be safely stored separately and apart from Supplier's property. Such property while in Supplier's possession or control shall be kept in good condition, shall be held at Supplier's risk, and shall be kept insured against damage or loss by Supplier, at its expense, in an amount equal to the replacement cost, with loss payable to MCC. To the extent such property is not material consumed in the performance of the Agreement, it shall be subject to inspection and removal by MCC at any time and MCC shall have a right of entry for such purposes without liability to Supplier. When directed by MCC, Supplier shall disclose the location of such property and/or prepare it for shipment and ship it to MCC in the same condition as originally received by Supplier; reasonable wear and tear excepted. All technical information in the nature of designs, blueprints, specifications, engineering data, or product know-how, which is supplied to Supplier by or on behalf of MCC to facilitate or assist in the performance of the Purchase Order, together with any improvement thereto made by Supplier in the course of the performance of its obligations under the Purchase Order will remain or vest with MCC. All of the foregoing shall collectively be referred to as "MCC Property."

7.2 Supplier will use MCC Property exclusively for the performance of its obligations under this Agreement. MCC Property is intended for use at the Supplier's site only or as otherwise authorized in writing by MCC and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of MCC Property and any loss, damage or destruction of any third-party property resulting from Supplier's negligent use of MCC Property. Supplier will not include the cost of any insurance for MCC Property in the prices charged under the Purchase Order. Supplier will return MCC Property or dispose of it at MCC's sole option in accordance with MCC's written directions. MCC makes no representations and disclaims all warranties (express or implied) with respect to the MCC Property.

8. Price

Supplier will furnish the Products at the prices stated on the Purchase Order. Unless otherwise specified, the prices set forth in the Purchase Order include all applicable federal, state, and local taxes, customs, or duties. All such taxes shall be stated separately on Supplier's invoice.

9. Price: Most Favored Pricing and Terms

By its acceptance of the Purchase Order, Supplier warrants that the prices charged for the Products delivered under the Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volumes of similar Products. If Supplier charges any external customer a lower price for a similar volume of similar Products, Supplier must notify MCC and apply that price to all Products ordered under any applicable Purchase Order. If at any time prior to



full performance of the Purchase Order MCC notifies Supplier in writing that MCC has received a written offer from another supplier for Products similar to those to be provided under the Purchase Order at a price lower than the price set forth in the Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered Products. If Supplier fails to meet the lower price MCC, at its option, may terminate the balance of the Purchase Order without liability.

10. Invoicing and Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Products provided and, as applicable, part numbers, quantity, and unit of measure, hours (if applicable), and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following: (a) name and address of Supplier; (b) name of shipper (if different from Supplier); (c) MCC's Purchase Order number(s); (d) country of export; (e) detailed description of the Products; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Products, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Products shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Products and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms are net 120 days from receipt of invoice and Conforming Products (unless otherwise stated on the Purchase Order agreed upon by both parties). Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.

11. Setoff

MCC may deduct any amount owing from Supplier or any of its affiliated companies to MCC as a setoff against any amount due or owing to Supplier under the Agreement.

12. Quality Assurance

Supplier agrees to allow MCC, during normal business hours, to make reasonable inspections of the facilities where Supplier and its sub-tier suppliers manufacture, process, or store the Products.

13. Inspection

13.1 All Products may be inspected and tested by MCC or its customers at all reasonable times and places. If such inspection or testing is performed at Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. In its standard inspection and testing of the Products, Supplier will use an inspection system accepted by MCC in writing. All inspection records,

including sub-tier supplier records relating to the Products, will be maintained and made available to MCC (or, at MCC's election, its customers) during the performance of the Purchase Order, and for a period of three (3) years or such longer periods as may be specified by MCC.

13.2 Notwithstanding any prior inspection at Supplier's premises, the manner and place of final inspection and acceptance by MCC will be as determined by MCC in its sole discretion. At its option, MCC may inspect 100% or a sample of Products, and may reject all or any portion of the Products or lot of Products if MCC determines them to be defective or nonconforming in its sole discretion. If MCC performs any inspection (other than the standard inspection) due to discovery of defective or non-Conforming Products, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Products relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence. If the Products are defective or otherwise not in conformity with the requirements of the Agreement, MCC may, by written notice to Supplier: (a) rescind the Purchase Order as to such Products; (b) accept such Products at an equitable reduction in price; or (c) reject such Products and require the delivery of replacements Products at Supplier's cost, risk and expense including transportation charges both ways. Delivery of replacements will be accompanied by a written notice specifying that such Products are replacements. If Supplier fails to deliver required replacements promptly, MCC may correct any retained defective or non-Conforming Products at Supplier's expense; replace them with Products from another supplier and charge the Supplier the cost thereof, including cover and any incidental costs; or terminate the Purchase Order for cause. Acceptance of any portion of the Products shall not bind MCC to accept future shipments, nor deprive it of the right to return non-Conforming Products already accepted.

14. Warranty

14.1 Supplier warrants to MCC, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Products furnished (including all replacement or corrected Products or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by MCC, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by MCC, as set forth in the Purchase Order, as the case may be, (c) be merchantable, (d) be fit for the intended purposes and operate as intended, (e) comply will all applicable national, state, and local laws and regulations, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information.

14.2 The Warranty Period will be for a period of eighteen (18) months from the date of delivery to MCC or



the MCC customer end user of the Products, or until the date on which any longer or broader government requirement applicable to the Products ends, whichever is later. These warranties will survive any delivery, inspection, acceptance, or payment by MCC for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Products were previously inspected. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery.

14.3 Products that conform to the warranties in this Section 14 are called "**Conforming Products**" and Products that do not conform to such warranties are collectively called "**non-Conforming Products**." If Conforming Products are not furnished within the time specified by MCC then MCC may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the non-Conforming Products repaired, replaced, or corrected at Supplier's expense. In addition to the costs of repairing, replacing, or correcting non-Conforming Products, Supplier is responsible for all related reasonable out-of-pocket costs, expenses and damages incurred by MCC. Supplier will promptly reimburse MCC for all such costs upon receipt of MCC's invoice.

14.4 To the extent any services are provided in connection with Products, Supplier hereby represents and warrants: (a) that Supplier will perform such services with reasonable care and skill in accordance with generally recognized commercial practices and standards; (b) the services will conform with all descriptions and specifications provided to Supplier by MCC; (c) the services will be provided in compliance with all applicable laws and regulations; and (d) the services will comply with any other such reasonable warranty requested of Supplier in connection with its provision of services hereto.

14.5 Supplier accepts that compliance with warranty obligations may be calculated by MCC using statistical methods based upon representative samples as utilized by MCC in its reasonable discretion.

14.6 The warranties set forth in this Section 14, and all other warranties, express or implied, survive delivery, inspection, acceptance, and payment.

15. Recall

Supplier is liable for all actual, out-of-pocket costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Products, non-Conforming Products, or any products containing or incorporating such Products including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. If neither MCC nor any customer elects to conduct such recall, Supplier will be responsible for administering any recall or willfully participating in the administration of any recall conducted by MCC or its customer in relation to Supplier's Products as MCC may so direct. Each party will cooperate in making

available records and other information reasonably required by the other party in connection with any recall. This Section survives any termination or expiration of the Agreement.

16. Changes

MCC reserves the right at any time, by written or electronic notification, to direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Products. Only authorized MCC procurement representatives designated in writing by MCC may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for performing the Purchase Order, an equitable adjustment will be made in the Purchase Order in writing or electronically. Any claim for adjustment under this provision may, at MCC's option, be deemed to be waived unless it is asserted in writing (including the amount of the claim) and delivered to MCC within 10 days from the date of the receipt by Supplier of the MCC-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by MCC, MCC may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under the Agreement pending resolution of the disagreement.

17. Design and Process Changes

Supplier will make no changes to the design, materials, manufacturing location, sub-tier suppliers, or processes specified in the Purchase Order or documents referenced therein, or if none, those in place at time of issuance of the Purchase Order, without the advance written approval of MCC's procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change, and regardless of the type of change, including product improvements.

18. Stop Work

MCC may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under the Purchase Order for a period of up to 120 days (Stop Work Order), and for any further period as Supplier and MCC may agree. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, MCC may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of the Agreement. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

19. Termination

19.1 The Agreement will remain in effect until terminated by MCC, or until all Products have been delivered pursuant to the terms of the Agreement ("**Term**").

19.2 The non-breaching party may terminate the Agreement, in whole or in part, if the other party commits a material breach and fails to remedy the breach within thirty (30) calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non-Conforming Products. The solvent party may terminate the Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of this Agreement by MCC under this Section 19.2 will entitle MCC to all damages and remedies available at law or equity. Additionally, Supplier grants to MCC a fully paid up, non-exclusive, irrevocable license to Supplier's intellectual property rights embodied or used in the Products for MCC to make, have made, and sell Products using such Intellectual Property rights to fulfill MCC's obligations to its customer(s).

19.3 Notwithstanding any firm time period or quantity, MCC may terminate the Agreement in whole or in part at any time with or without cause with respect to undelivered Products upon ten (10) days' prior written notice.

19.4 If MCC terminates the Purchase Order under either 19.2 or 19.3 above, MCC's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Products received and accepted by MCC prior to the date of termination, payment for which can be set off against any damages owed by Supplier to MCC. Upon termination, MCC may require Supplier to transfer title and deliver to MCC any completed Products and MCC will pay the Purchase Order price for such Products subject to set off against any damages to MCC. MCC may also require Supplier to transfer title and deliver to MCC any or all property produced or procured by Supplier for performance of the Purchase Order and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Purchase Order value, whichever is less. In addition to the foregoing rights, MCC may, without prejudice to any other rights or remedies it may have, provide or perform, or have a third party provide all or any part of the Products which have not been provided at the time of termination, in accordance with the Purchase Order. All out-of-pocket costs incurred by MCC in providing the Products or having a third party do so, including reasonable overhead, incidental expenses and reasonable attorneys' and professional fees, will be charged to and payable by Supplier or deducted from any sums due or to become due to Supplier.

19.5 To the extent that any portion of the Agreement is not terminated pursuant to 19.2 or 19.3 above, Supplier will continue performance of that portion.

20. Supplier Indemnification

20.1 General Indemnification. Supplier shall, at its expense, defend, indemnify and hold harmless MCC and its subsidiaries, affiliates and agents, and its and their respective officers, directors, shareholders, employees, and customers

(collectively "**Indemnitees**") from and against any and all losses, costs, expenses, damages, claims, demands or liabilities, including reasonable attorney and professional service fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee ("**Losses**") arising out of, resulting from or occurring in connection with (i) Supplier's negligence, willful misconduct, or breach of any representation, warranty, covenant or obligation under this Agreement, and (ii) any third party claims arising from or in relation to the Products, Supplier, or in connection with the Agreement.

20.2 IP Indemnification. With respect to the Products provided hereunder, Supplier will, at its expense, indemnify and hold harmless Indemnitees from and against any and all Losses arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, and from expenses incurred by Indemnitees in defense of such suit, claim or proceeding. If any injunction or restraining order is issued in connection with Supplier's foregoing indemnification obligations, Supplier will, at its expense, obtain for Indemnitees either the right to continue to make, use, offer to sell, sell or import the Products or replace or modify the Products to make them non-infringing but with at least the same quality and functionality as the infringing Products.

20.3 Indemnification Procedures. MCC shall provide Supplier notice of a claim for indemnification under this Section 20 and Supplier agrees to promptly assume full responsibility for the defense of any and all suits, actions, or proceedings. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of MCC, Supplier will provide such documents to MCC for review and approval, which approval will not be unreasonably withheld. In no event will Supplier enter into any settlement or other dispositive agreements without MCC's prior written consent, which will not be unreasonably withheld. Indemnitees may participate in such defense or negotiations to protect its interests.

21. Insurance

Supplier will maintain insurance with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability) in a sum no less than \$5 million, workers' compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1 million. Prior to the delivery of any Products, Supplier will provide to MCC certificates of insurance evidencing that Supplier maintains the foregoing insurance, which will provide that such coverage will not be changed without 30 days advance written notification to MCC from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against MCC, its subsidiaries and affiliated companies, and its and their



respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in the Agreement.

22. Confidentiality and Intellectual Property

22.1 All information, including without limitation, specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of MCC; or (b) Supplier will design, develop or create in connection with the Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "**Confidential Information**" of MCC. All of the foregoing Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to MCC, with MCC having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in MCC as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to MCC all right, title and interest therein.

22.2 MCC's Confidential Information will remain the sole property of MCC, may not be used by Supplier for any purpose other than for performing the Purchase Order, may not be disclosed to any third party, and will be returned to MCC upon the earlier of MCC's written request or completion of the Purchase Order. If, with MCC's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to MCC for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of MCC's purchase of Products hereunder, the terms of the Purchase Order, the substance of any discussions or negotiations concerning the Purchase Order, or either party's performance under the Purchase Order.

22.3 Supplier acknowledges that MCC is the owner of all right title and interest in, and to, any trademarks used in the provision of the Products (the "**Trademarks**"). All goodwill resulting from the use of the Trademarks by Supplier, including any additional goodwill that may develop because of Supplier's use of the Trademarks, will inure solely to the benefit of MCC, and Supplier will not acquire any rights in the Trademarks except those rights specifically granted in the Purchase Order or a writing signed by MCC. Supplier will use the Trademarks in strict conformity with the Purchase Order, MCC's directions and with MCC's corporate policy regarding trademark usage. Supplier shall not (a) use the Trademarks in any manner

likely to diminish their commercial value; (b) knowingly use any name, domain name, logo or icon likely to cause confusion with the Trademarks; (c) make any representation to the effect that the Trademarks are owned by Supplier rather than MCC; (d) file or obtain, or cause any third party to file or obtain, any applications or registrations or domain names for the Trademarks or any terms confusingly similar to the Trademarks; or (e) challenge the validity of MCC's ownership of the Trademarks. Supplier further will not at any time, either during the life of or after the expiration of the Agreement, contest the validity of the Trademarks or assert a claim or any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto.

23. Audit

23.1 Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of the Agreement. Supplier will permit MCC's auditors to have access at all reasonable times to Supplier's books and other pertinent records and Supplier will require each of its sub-tier suppliers to do likewise with respect to their books and records. Supplier and each sub-tier supplier will also furnish other information as may be reasonably requested by MCC's representatives in auditing compliance.

23.2 MCC may perform audits up to two years following completion of the Purchase Order. If as a result of an audit any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or MCC, as the case may be. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

24. Miscellaneous

24.1 Assignment and Subcontracting. Supplier will not assign its rights or obligations under the Purchase Order or this Agreement, and will not subcontract all or any material aspect of the work without the prior written approval of MCC. Any assignment without MCC's written approval will be voidable at the option of MCC. MCC may assign its rights hereunder or any of its rights or obligations under the Agreement to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which the Purchase Order relates without Supplier's consent and upon written notice to Supplier.

24.2 Relationship of Parties/Independent Contractor. Nothing in the Purchase Order will be construed to place Supplier and MCC in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in the Agreement will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Supplier will perform its obligations under the Purchase Order as an independent contractor.



Supplier retains the right to exercise full control of, supervision over, and responsibility for, Supplier's performance under the Agreement, including the employment, direction, compensation, and discharge of Supplier's personnel, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations, and ordinances governing such matters.

24.3 Compliance with Laws and Integrity. Supplier agrees to comply with all applicable laws, rules and regulations, including without limitation, those relating to (i) anti-bribery and anti-corruption, including, but not limited to, the United States Foreign Corrupt Practices Act; and (ii) child labor, modern slavery, and human trafficking. In addition, Supplier agrees to adhere to MCC's code of business conduct and/or supplier code of conduct, as requested by MCC and as MCC may update them from time to time. Notwithstanding the foregoing, Supplier agrees it shall not under any circumstances engage in or tolerate any slave or forced labor, child labor, human trafficking, corruption, or discrimination based on age, gender, race, marital status, nationality, religion, or sexual identity or orientation.

24.4 Applicable Law and Forum. The construction, interpretation and performance under the Agreement and all transactions thereunder shall be governed by the laws of the State of Illinois, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the federal or state courts located in Cook County, Illinois, U.S.A., and the parties submit to the personal jurisdiction of such courts.

24.5 Remedies. All MCC remedies set forth in the Agreement are in addition to, and will in no way limit, any other rights and remedies that may be available to MCC at law or in equity.

24.6 Excusable Delay (Force Majeure). Neither party shall be liable for delays or defaults due to causes solely beyond its control and without its fault or negligence, including but not limited to, fires, floods, and Acts of God, provided however, that as soon as Supplier has reason to believe that the Products will not be delivered when scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to MCC. If Supplier's delay or default is caused by the delay or default of a subcontractor (if subcontracting is permitted), such delay or default shall be excusable only if it arose out of causes solely beyond the control of both Supplier and the subcontractor and without the fault or negligence of either of them and the Products were not obtainable from other sources in sufficient time to permit Supplier to meet the required delivery or performance schedule. Supplier's ability to sell Products at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Products will

not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Supplier's delivery is delayed, MCC may, at MCC's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Products to MCC, Supplier will allocate its available supply of Products in a manner that assures MCC of at least the same proportion of Supplier's total output of Products as was allocated to MCC prior to the excusable delay event. If delivery of any Products is delayed for more than 30 days, MCC may, without liability, cancel all or any part of the Agreement.

24.7 Notices. All notices relating to this Agreement ("**Notices**") must be in writing. Notices to the parties will be sent to their respective addresses appearing on the Purchase Order. Any Notice will be deemed given on the date delivered if delivered personally; the next business day if sent by recognized overnight courier; three business days after being mailed certified first-class mail, postage prepaid; or on the date of transmission if transmitted by email, provided that any notice which alleges breach of contract or any other legal claim or action must be sent to MCC by overnight courier, Multi-Color Corporation, Attn: General Counsel, 1530 Morse Ave., Elk Grove Village, IL 60007, in addition to email transmission or other form of notice.

24.8 Publicity. Any news release, public announcement, advertisement, publicity or any other disclosure concerning the Agreement to any third party (except as may be necessary to comply with other obligations stated in the Purchase Order) requires prior written approval of MCC.

24.9 Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.

24.10 Waiver. The failure of either party to enforce at any time any of the provisions of the Agreement will not be construed to be a continuing waiver of any provisions under the Agreement, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions of the Agreement.

24.11 Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from the Agreement; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

24.12 Supply Chain Security. If applicable, Supplier will implement the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Products may adopt such as the U.S. Customs-Trade



Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program.

24.13 Authorization to Perform. Each party represents that it is duly organized and authorized to enter into the Agreement and to perform its obligations; and that it is not a party to any agreement with a third party which would restrict its ability to perform its obligations under the Agreement. Supplier will promptly notify MCC of any action taken by or against it that could result in a breach of Supplier's obligations or representations under the Agreement. Supplier represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Supplier in any way from fulfilling all its obligations, duties, and services under the Agreement, including without limitation any exclusivity or non-compete arrangement.

24.14 Survival. All provisions of the Agreement, which by their nature should apply beyond the Term will remain in force after any termination or expiration of the Agreement, including, but not limited to, those addressing the following subjects: Import/Customs Compliance, Price, Price: Most Favored Pricing and Terms, Invoicing and Payment, Setoff, Warranty, Recall, Indemnification, Insurance, Confidentiality and Intellectual Property, Audit, Applicable Law and Forum, Notices, Publicity, and Survival.

24.15 Non-Exclusivity. Nothing in the Agreement will restrict MCC's right to provide or perform on its own behalf, or to contract with any third party to provide or perform, products similar or related to Products provided by Supplier pursuant to the Purchase Order. Furthermore, unless otherwise specified in the Purchase Order, there is no requirement that any minimum level of business or fees be provided to Supplier by MCC.

24.16 Interpretation. The Agreement has been negotiated at arm's length between parties who are experienced and knowledgeable in the matters contained in the Agreement, and the parties hereby agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in the Agreement against the party who has drafted it are not applicable and are hereby waived.