# AWT Labels & Packaging — Terms and Conditions of Sale
*Updated October 2026*

## 1. APPLICABILITY

These are the Terms and Conditions of Sale ("Terms") under which Advanced Web Technologies, Inc., Labeltronix, LLC, MacArthur LLC, Citation Healthcare Labels, LLC (d/b/a AWT Healthcare), Advanced Web Technologies Illinois, Inc., American Label Technologies LLC (d/b/a AWT RFID Label Technology), All-Stick Label L.L.C., ASL Print FX Ltd. and Label Innovation Inc. (collectively, d/b/a AWT Labels & Packaging, "Seller") sell products and services to third parties (each, a "Customer"). A Customer with notice of these Terms, however gained, including the use of Seller's website, will be subject to these Terms regardless of what method is used to submit its offer to purchase ("Order"). Seller's acceptance of any request by Customer for any goods or services is expressly conditioned on Customer's agreement to these Terms. Any term, condition, or other provision which is different from, conflicting with, or in addition to the provisions of these Terms will be considered a counteroffer. Seller will not be bound by, and expressly objects to, any term, condition, or other provision which is different from, conflicting with, or in addition to the provisions of these Terms which is proffered by Customer in any Order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Seller expressly agrees to such provision in a written instrument signed by Seller. These Terms, Seller's quotation, and the accepted Order constitute the entire agreement between Customer and Seller, and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof.

## 2. DEFINITIONS

For purposes of these Terms: (a) "Products" means any and all tangible goods, including without limitation any printed materials, labels, packaging, flexible packaging, printed roll stock, Radio Frequency Identification ("RFID") inlays, RFID-encoded tags, or other physical items delivered by Seller to Customer; (b) "Data Services" means any services involving randomization, RFID encoding, RFID programming, RFID serialization, or the creation, processing, storage, transmission, or delivery of electronic files, digital data, or data-related deliverables; (c) "Maintenance Services" means any services for equipment repair, maintenance, installation, calibration, or support; (d) "Services" collectively refers to Data Services, Maintenance Services, and any other services provided by Seller.

## 3. THE CONTRACT

a. OFFER AND ACCEPTANCE. Any purchase order or requisition that a Customer issues will be treated as an offer to purchase the products and services identified in that Order. If Seller accepts the offer, the Order together with these Terms will become a binding contract between Seller and Customer (the "Contract"). These Terms will supersede and take priority over any inconsistent provisions in any Order.

b. CHANGES. Seller may change the Product design, specifications, engineering levels, materials, packaging, testing requirements, shipping date, or time or place of delivery only where such change does not materially affect the form, fit, or function of the Products; any other change shall require Customer's prior written approval. Seller shall not be liable for any changes that Customer makes to the Products, including changes to the design, specifications, materials, packaging, testing requirements, or testing methodologies.

c. CONTRACTS FORMED THROUGH CONDUCT. If, notwithstanding the foregoing, a contract is found to be formed by the conduct of the parties, the terms of such contract shall consist exclusively of these Terms, and exclude any conflicting or additional terms proposed by Customer.

d. ASSIGNMENT. Neither party shall assign or delegate any of its rights or obligations under these Terms or any Order without the other party's prior written consent. Notwithstanding the foregoing, either party may freely assign its rights and obligations hereunder to any affiliate or in connection with a merger, amalgamation, acquisition, sale of assets, or corporate reorganization upon written notice to the other party, provided the assignee assumes all obligations under these Terms. Any purported assignment in violation of this section shall be void.

e. AMENDMENTS AND NO WAIVER. These Terms may only be amended or modified in writing signed by Seller and Customer. No waiver by either party of any breach of these Terms will constitute a waiver of any other, preceding, or succeeding breach of the same or any other provision, nor will any waiver constitute a continuing waiver. The delay by or failure of a party to enforce any provision of these Terms will not be construed as a waiver of that provision, nor will it prevent that party from thereafter enforcing that provision or any other provision hereof. If any provision herein is found invalid or otherwise unenforceable for any reason by a court of competent jurisdiction, then such provision will be severed from these Terms or modified by such court to the minimum extent necessary to reflect the parties' intention, and all other remaining terms and conditions will continue to be in full force and effect.

f. TERMINATION BY SELLER. In addition to any other rights available to Seller, Seller may terminate any Order or these Terms in whole or in part by written notice to Customer, effective immediately upon delivery, if Customer: (a) fails to make any payment when due under any Order; (b) breaches any warranty, representation, or other term of these Terms or any Order; (c) makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Customer; (d) admits in writing its inability to pay its debts as they become due; or (e) in Seller's reasonable judgment, Customer's financial or other condition is such as to endanger timely payment or performance. Termination by Seller will not relieve Customer of any payment obligations or other liabilities accrued prior to termination.

g. EXCUSABLE NON-PERFORMANCE; FORCE MAJEURE. A delay or failure by either party to perform its obligations under these Terms or any Order shall be excused, and shall not constitute a breach, only if: (a) caused by act of God, war, terrorism, riots, civil disorder, embargoes, acts of civil, governmental or military authorities, fire, floods, earthquakes, epidemics, quarantine restrictions, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, or unusually severe weather; and (b) the party unable to perform gives written notice of the non-performance (including its anticipated duration) to the other party as soon as reasonably practicable after becoming aware that such event has occurred or will occur. If Seller is unable to perform for any such reason, Seller may allocate production among its customers in such manner as Seller determines to be equitable. If such non-performance continues for more than sixty (60) days, either party may terminate the affected Order by written notice to the other party.

**4. PURCHASE AND SALE**

a. QUOTATION. Upon request by Customer, Seller shall issue a quotation. All prices are based on material costs at the time of quotation. A quotation not accepted within thirty (30) days is subject to review and update by Seller; provided that Seller shall notify Customer in writing of any such update before it becomes effective.

b. ORDERS. Seller shall sell to Customer, and Customer shall accept and pay for, all Products and Services ordered by Customer pursuant to an Order that has been accepted by Seller. After acceptance by Seller, no Order may be cancelled by Customer except upon terms which will compensate Seller for special, consequential and/or other damages incurred as a result of such cancellation, including loss of profits and legal fees and costs incurred by Seller. Customer shall be solely and fully responsible for, and shall indemnify and hold Seller harmless from and against, all costs and liability associated with raw materials, inventory, work in process, finished goods, tooling dies, plates, cylinders, or any items purchased, produced, held, or committed by Seller in reliance on Customer's forecasts, purchase orders, requirements, or anticipated demand, regardless of whether Customer thereafter cancels, reduces, delays, or fails to take delivery.

c. CONDITION OF COPY. Upon receipt of original copy or manuscript, if Seller determines that the condition of the copy differs from that which had been originally described and consequently quoted, then the original quotation and the subsequent Order will, at Seller's option, be rendered void and a new quotation will be issued.

**5. PRODUCTION**

a. PRE-PRESS PROOFS. Unless Customer's Order is marked "preapproved" by Customer upon Order placement, pre-press proofs shall be submitted to Customer with the original copy. Pre-press proofs are to be returned to Seller by Customer marked "O.K." or "O.K. with corrections" and signed by Customer. Customer's corrections, if any, are to be made on the master set. If revised proofs are desired, the request must be made when proofs are returned to Seller. Seller shall not be liable for errors if Customer has (i) failed to return proofs with indication of changes, or (ii) instructed Seller to proceed without submission of proofs.

b. PRODUCTION SCHEDULES. Production schedules will be established and adhered to by Customer and Seller, subject to Section 3(g). Where production schedules are not adhered to by Customer, or where production is delayed because copy or material furnished by Customer are not in accordance with the parties' specifications, the final delivery date(s) will be renegotiated and reasonably extended to account for delays resulting from the same.

c. CUSTOMER-FURNISHED MATERIALS. Paperstock, inks, camera copy, artwork, color separations, and other Customer-furnished material must be manufactured, packed, and delivered to Seller's specifications. Additional costs incurred by Seller due to delays or impaired production caused by specification deficiencies will be charged to Customer. Materials received from Customer or Customer's suppliers will be verified with delivery ticket as to cartons, packages, or items shown only. If the accuracy of quantities indicated on such tickets cannot be verified, then Seller shall not be liable for any shortage based on Customer's or Customer's supplier's tickets. Charges related to delivery from Customer to Seller, or from Customer's supplier to Seller, will not be included in any quotations unless specified.

**6. ALTERATIONS**

Alterations represent work performed in addition to the work performed in accordance with the original specification. Such additional work will be charged at current rates and be supported with documentation upon request.

**7. ACCEPTANCE AND DELIVERY**

a. COLOR PROOFING. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job will constitute products acceptable for delivery and will not be rejected.

b. OVER-RUNS AND UNDER-RUNS. Printing is performed roll to roll, and Seller cannot guarantee exact quantities. Production over-runs or under-runs not to exceed ten percent (10%) on quantities ordered will constitute satisfactory quantities and delivery of such orders will not be rejected by Customer. Seller will bill for the actual quantity delivered within this tolerance. If Customer requires a guaranteed exact quantity, Customer is advised to order at least 5% over such quantity, and Customer and Seller shall agree in writing to any additional charges for exact-quantity production.

c. DELIVERY. Unless otherwise agreed in writing, products will be delivered in a single shipment Ex Works (Incoterms 2020) Seller's shipping dock. Pricing is based on continuous and uninterrupted delivery of the complete Order without storage, unless the specifications expressly state otherwise. Title and risk of loss for printed product will pass to Customer upon delivery to the carrier at Seller's shipping dock. Special priority or delivery service will be provided at current rates upon Customer's request. Freight, insurance, and special handling charges are additional unless otherwise stated in the quotation.

d. CLAIMS FOR DEFECTS OR SHORTAGES. Seller warrants to Customer that at delivery, products will conform to the specifications agreed upon by the parties and be free from any material defects in workmanship with respect to materials provided by Seller. Claims for defects or shortages must be made in writing within thirty (30) days after delivery of all or any part of the Order giving rise to such claim. Failure to make such a claim within the stated period will constitute irrevocable acceptance and an admission that such part of the Order so delivered complies with all terms, conditions and specifications. Notwithstanding the foregoing, Customer shall not be entitled to any remedy for defects or shortages if: (i) the defect results from Customer's modifications, alterations, or repairs; (ii) the defect results from Customer's improper storage, handling, transportation, installation, or use of the Products; (iii) the defect results from Customer's misuse, abuse, neglect, or accident; (iv) the Products have exceeded their stated shelf life or expiration date, if applicable; or (v) the defect arises from Customer-furnished materials, artwork, specifications, or instructions. Customer's sole and exclusive remedy and Seller's sole liability, whether based upon warranty, contract or tort, including negligence, is limited to

Seller's (i) supply of additional product to address a shortage; and (ii) replacement of the printed products determined by Seller to be defective; provided, Seller will not be liable for defects caused by or arising from use of Customer-furnished materials.

e. BOOKLETS. Notwithstanding anything to the contrary within this Section 7: shipping terms for Booklet Orders are Ex Works (Incoterms 2020) Seller's onsite storage facility and title and risk of loss for the Booklets shall pass to Customer upon delivery to Seller's onsite storage facility; and claims for defects or shortages must be made by Customer in writing within a period of thirty (30) days after delivery to the end user.

f. CORRECTIVE ACTION. Upon either party learning of any defective or non-conforming Products, Customer will reasonably cooperate with Seller in investigating any such quality issues, including by providing relevant information and reasonable access to the affected Products. Each party will notify the other in writing after becoming aware of any defect in the Products. Failure by Customer to provide such notice will not affect any express warranty provided under these Terms, but Customer will not be entitled to any remedy for defects it was aware of but failed to timely report.

**8. PRICING AND PAYMENT**

a. PRICING. Customer shall pay Seller the prices specified in the applicable Order. Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, tariffs (including any tariffs, customs duties, or import/export fees imposed or modified after the date of the applicable Order), and charges of any kind imposed by any governmental authority on any amounts payable by Customer. In the event of any new or increased tariffs, customs duties, or other governmental charges affecting the Products or materials used in manufacturing the Products, Seller may adjust prices upon written notice to Customer to reflect such changes.

b. PRESS PROOFS. Unless specifically provided in Seller's quotation, press proofs are not included in pricing and will be charged at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of makeready. Lost press time due to Customer delay, or Customer changes and corrections, will be charged to Customer at current rates.

c. EXPERIMENTAL WORK. Experimental or preliminary work performed at Customer's request will be charged to Customer at current rates and may not be used until Seller has been paid in full for the amount of the charges billed.

d. PAYMENT. Payment terms are net thirty (30) days from the date of invoice, unless otherwise expressly agreed upon in writing. Payment shall not be contingent upon Customer's resale or further processing of products. No discount for early payment shall apply unless expressly agreed in writing by Seller. If Customer is late in making payment in full with respect to any Order, including any prior or unrelated order of Customer with Seller, Seller may, without affecting any other rights or remedies, (i) charge a late payment fee, from the due date until paid, at the rate of one and a half percent (1.5%) per month (18% per year) or such lesser amount as is the maximum rate of interest allowed by law; (ii) withhold delivery of all or any portion of the Order; or (iii) require advance payment or other assurance of payment satisfactory to Seller for any remaining deliveries. Customer shall pay any and all reasonable costs, including legal fees, incurred by Seller in collecting any delinquent balance.

e. SELLER'S LIEN. As security for payment of any sum due with respect to any prior Order, or to become due pursuant to these Terms or any other agreement between Seller and Customer, Customer grants Seller a purchase money security interest in, and Seller shall have the right, if necessary, to retain possession of, and shall have a lien on, all Customer property in Seller's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or warranty of payment will not affect such security interest and lien.

**9. INTELLECTUAL PROPERTY**

a. CREATIVE WORK. Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by Seller, will remain Seller's exclusive property and no use of same may be made, nor any ideas obtained therefrom be used, except as may be agreed in writing by Seller with compensation acceptable to Seller.

b. PREPARATORY MATERIALS. Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied by Seller, will remain Seller's exclusive property unless otherwise agreed in writing.

c. RETENTION OF INTELLECTUAL PROPERTY RIGHTS. Nothing in these Terms or any Order shall be construed as granting to Customer any license or right under any patent, copyright, trademark, trade secret or any other intellectual property right of Seller, except the limited right to use the Products for their intended purpose after purchase. Notwithstanding the foregoing, Customer shall retain all right, title, and interest in and to any artwork, trademarks, designs, and content provided by Customer to Seller. All intellectual property developed by Seller, including any tooling or production methods created for Customer's Order, as well as Seller's manufacturing processes and know-how, shall remain the exclusive property of Seller.

**10. CUSTOMER'S PROPERTY**

Seller will maintain adequate fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to Customer, including Customer-furnished material, while such property is in Seller's possession, with coverage in an amount not less than the replacement value of such property. Customer's sole recovery for any loss of Customer-furnished material while in Seller's possession shall be limited to any such available insurance proceeds and Customer agrees that Seller will not otherwise bear any liability for any such loss.

**11. CUSTOMER INSURANCE**

Customer shall maintain, at its own expense, product liability insurance and commercial general liability insurance with coverage limits reasonably acceptable to Seller, and upon request shall furnish

to Seller certificates of insurance evidencing such coverage and naming Seller as an additional insured.

**12. SELLER'S LIMITATION ON LIABILITY; DISCLAIMER**

For any claim arising from or relating in any way to an Order, Seller's liability will be limited to the amount paid by Customer for any Products or Services that Customer requested from Seller. For clarity, Seller shall not be liable to Customer for any special, consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or any loss of Customer's clients or customers. EXCEPT AS EXPRESSLY STATED HEREIN, Seller MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OR CONDITION OF MERCHANTABILITY; (B) WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**13. INDEMNIFICATION**

Customer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, and agents from any and all third-party claims, demands, actions, losses, costs, expenses, and damages (including court costs and reasonable attorneys' fees) arising from (a) Customer's negligence or willful misconduct; (b) allegations that Customer's specifications, artwork, designs, trademarks, or other materials furnished by Customer infringe or misappropriate any third party's intellectual property rights, or contain any matter that is libelous, obscene, or invades any person's privacy rights; or (c) Customer's use, sale, or distribution of Products in a manner not contemplated by these Terms or the applicable Order.

**14. CHOICE OF LAW**

Customer agrees that the governing law for any dispute with Seller, or in any way relating to these Terms, shall be determined as follows:

a. **If Seller is ASL Print FX Ltd. or Label Innovation Inc.:** If Seller is ASL Print FX Ltd. or Label Innovation Inc., the governing law for all disputes shall be the laws of the Province of Ontario and the federal laws of Canada applicable therein.

b. **In All Other Cases:** In all other cases, the governing law shall be the laws of the State of Minnesota, without regard to its conflict of laws provisions.

**15. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with an Order, these Terms, or any transaction between Seller and a Customer, including any questions regarding the validity, breach, or termination, or the arbitrability of any dispute (in each case, a "Dispute") must be referred to and finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such arbitration is instituted, which rules are deemed to be incorporated by reference into this Section 15 (Dispute Resolution). The number of arbitrators will be one. The seat, or legal place, of arbitration will be Minneapolis, Minnesota (unless otherwise mutually agreed to in writing by the parties to the arbitration), and the language to be used in any arbitration is English. Each party will bear its own fees and expenses of the arbitration, including the fees and expenses of its lawyers, representatives and witnesses, and will share equally with the other party all other costs of the arbitration, including the fees and expenses of the arbitrator. Each party also acknowledges and agrees that arbitration will be the sole and exclusive procedure for resolving any Dispute, and that any award rendered by the arbitrator will be final and binding upon the parties and a judgment upon such award may be entered in any competent court having jurisdiction.

**16. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable federal, state, provincial, municipal, and local laws, rules, and regulations in connection with the performance of its obligations under these Terms and any Order. For services performed at Customer's premises, Customer shall be solely responsible for compliance with all applicable workplace safety and environmental laws.

**17. CHOICE OF LANGUAGE**

The parties hereto have requested that these Terms be drafted in the English language. Les parties aux présentes ont requis que la présente entente soit rédigée dans la langue anglaise.