

## **General Terms & Conditions**

September, 2023

### **1) GENERAL**

These General Terms and Conditions (“Terms”) apply to any and all products of Joram Corporation, dba Mold In Graphic Systems (“Mold In Graphic Systems” or “Seller”) purchased or used by any person, entity or other organization acquiring those products (“Purchaser”). Seller makes various types of graphic transfers and Surface Enhancer products (jointly referred to as “Products”). These Terms supersede any contrary provisions in any documents, including but not limited to any past, present or future purchase orders and/or any written or oral communications with any Purchaser. Purchaser accepts the terms and conditions of this document as a condition of receiving and/or using any Products from Seller.

### **2) DELIVERY**

To the extent reasonably possible, Seller will attempt to ship Products to Purchaser by the requested shipment date and/or in time to meet any requested delivery date in any Purchase Order. Seller cannot control actual in-transit shipping times. Production schedules can vary due to a variety of reasons and, therefore, shipment and delivery dates cannot be guaranteed.

Unless otherwise stated in these Terms, the delivery terms will be F.O.B. Seller’s warehouse. Purchaser may specify to Seller the carrier Purchaser desires to carry the Products in writing at least seven (7) business days prior to shipment. Seller will use good faith efforts to use Purchaser’s requested carrier. If no carrier is specified (or use of such requested carrier is not reasonably practicable), Seller may select any recognized common carrier without responsibility or liability to Purchaser for such selection. Seller shall have no obligation to arrange for any valuation of the Products being shipped over and above the standard valuation provided in the carrier’s tariffs or other rate schedules at the lowest rates of carriage. Purchaser acknowledges that the risk of loss shall pass to Purchaser upon the common carrier taking possession of the Products and that Purchaser shall have the sole responsibility to insure the Products against loss and/or make any special arrangements or valuations with the carrier.

### **3) TERMS OF PURCHASE AND PAYMENT**

Upon request, Seller will provide Purchaser with a written quote following confirmation of size and color information from Purchaser. The quote provided will include MOQ and price structure based on purchase volumes. Prior to placing an order, Purchaser must sign and return Seller’s Non-Disclosure Agreement (“NDA”) before the customer account can be set up. Seller requires a formal Purchase Order in writing. Seller does not acknowledge “forecast”

as a purchase commitment. Seller will provide Purchaser confirmation by email that formal Purchase Order has been received and is being processed. Order shipments to Purchaser can be staggered if they are part of a [Blanket Purchase Order](#). The provisions of these terms supersede any contrary provisions in a Purchase Order.

#### Condition of Sale:

Delivery Delay: Scheduled shipping dates are approximate and subject to prompt receipt from buyer of all information necessary to manufacture the goods.

Payment terms: U.S. FUNDS ONLY. All orders are Cash In Advance, unless Buyer is approved by Seller in writing in advance for Net 30 payment terms. As part of vetting process for approval of Net 30 payment terms, individual Credit Limits are established for each account. Buyer can propose credit limit increase to Seller in writing at any time based on forecasted purchase volumes and/or change in financial status.

Freight: FOB Clarkdale, AZ. USA

#### **4) PROOF APPROVAL**

There is a proof approval process that must be completed by both Seller and Purchaser prior to the start of the initial production of Products by Seller. The proof approval process includes, but is not limited to: confirmation of material type and the material color that the Products will be applied to and confirmation of any items related to compliance of the finished part. Any Purchaser supplied art will need to be reviewed by Seller and prepared for processing. Prior to production Purchaser will receive a digital proof approval from the Seller. Once the Purchaser provides proof approval and ink match is complete, production will be scheduled by Seller. Proof approval is the process for Purchaser's pre-production Products inspection approval. NOTE: Colors may not match Pantone colors specified on various color monitors or printers.

#### **5) GRAPHICS OR PRODUCT TECHNICAL SPECIFICATION**

Mold In Graphic Systems Surface Enhancer Products and Graphic Transfer Products are intended for application to polyolefin materials. All Mold In Graphic Systems Products are comprised of compatible pigmented material instead of ink. Proper application may require variations in time, temperature, and pressure. Purchaser and Seller understand these settings will impact performance of the Products. Purchaser is solely responsible for proper application. Upon proper application, Mold In Graphic Systems Products will fuse to become a permanent part of the polyolefin product they are applied to. As a result, after proper application, the Products will be bound by the same molecular properties as the polyolefin part itself including some color fade and chalking over time.

**GRAPHIC TRANSFER PROCESS CONSIDERATIONS: The color of a Mold in Graphic Systems Graphic Transfer in its raw material form may appear different prior to fusion with**

**polyolefin part. Slight color shift may occur when using a light colored Graphic Transfer on a dark colored part. Various in the customers plastic can also contribute to color shift.**

**Graphic Transfer Products made to meet specific regulatory compliance may limit color pallet and exact color match, while reducing light fastness and weather ability.**

## **6) SHORTAGES AND OVERAGES**

Mold In Graphic Systems has established a 5% manufacturing policy which means that we occasionally experience shortages or overages on custom order quantities due to normal manufacturing processes. By placing a purchase order, you acknowledge, understand and accept that your orders may be over or under by a maximum of 5% (though we normally print extra Products for each job). In the event that we produce less or more than you ordered (within our 5% policy) we will adjust your invoice accordingly. Individual unit prices are locked-in at the time of order confirmation and will not be adjusted with + / - %5. **NOTE: When placing an order, please make sure you don't leave yourself in a situation where your business is negatively impacted by a shortage of Products.**

When ordering graphics containing Serial Numbers, please note that MIGS may not be able to provide an unbroken number sequence. Should select serial numbers be lost due to scrap during our production process, they will be replaced at the end of the requested number sequence. This will result in your total order quantity being fulfilled, although not necessarily as part of a continuous unbroken number sequence.

## **7) LIMITATION OF LIABILITY**

Notwithstanding any provision herein to the contrary, and other than as otherwise expressly set forth herein, Purchaser acknowledges and agrees that Seller shall have no liability to Purchaser in connection with the products in excess of the total amount of consideration paid to Seller hereunder. No action shall be brought by Purchaser for any breach of any contract arising or resulting from this Agreement more than one year after the cause of action therefor accrues.

## **8) FORCE MAJEURE**

Seller shall not be liable for any failure or delay in performance for the period that such failure or delay is due to causes beyond its control, such as but not limited to War, Acts of God, Forces of Nature, fire, earthquakes, drought, floods, acts of terrorism, strikes and any other matters beyond Seller's reasonable control.

## **9) CONFIDENTIAL INFORMATION**

Seller's processes, procedures, composition and material configuration of and for all products are the confidential and proprietary information of Seller. Confidential information of Seller also includes, but is not necessarily limited to: any and all information regarding the Company's manufacturing processes, procedures, methods, and means for applying raw material products and/or raw materials to a product or rotational mold. Purchaser shall not analyze, decompile, or reverse engineer or cause a third party to analyze, decompile or reverse engineer any of the raw material products and/or raw materials for any purpose. Confidential information shall remain confidential unless and until it becomes publicly known through no fault of Purchaser.

#### **10) BATTLE OF THE FORMS NPT APPLICABLE**

The Seller and Purchaser agree it is their intent that the "Battle of the Forms" Section 2-207 of the Uniform Commercial Code shall not apply to the Mold In Graphic Systems Terms & Conditions or to any invoice or acceptance form of the Seller related to Mold in Graphic Systems Terms & Conditions. It is the intent of the Seller and the Purchaser that Mold in Graphic Systems Terms & Conditions shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by the Seller to the Purchase and there Terms, there Terms shall control.