

GENERAL TERMS AND CONDITIONS OF SALE

MYSTIC, LTD., DBA SHEETS UNLIMITED

1. Alteration of Terms Not Permitted. This sale of goods is expressly conditioned on Buyer's agreement to these General Terms and Conditions of Sale (these "Terms"). Mystic, LTD., dba Sheets Unlimited ("Seller") does not agree to any additional or different terms and conditions proposed by Buyer. Seller's acceptance of any purchase order is expressly conditioned on Buyer's assent to these Terms, and Buyer's acceptance of any purchase order or any products from Seller manifests Buyer's assent to these Terms. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative.

2. Delivery. Seller will use reasonable efforts to deliver products by the date(s) requested by Buyer. Except as otherwise specifically agreed in writing, Seller will deliver the products FOB Buyer's address set forth on the applicable purchase order or similar document between the parties (or if not provided by Buyer, to Buyer's primary business location) using Seller's standard methods for packaging and shipping. Seller is not responsible for any additional freight, transportation, insurance, shipping, packing, storage, handling, demurrage or similar charges. Unless specified by Buyer at the time of the order, Seller will select the carrier of its choice. Title and risk of loss will pass to Buyer upon deliver to Buyer at Buyer's address. Buyer will be responsible for all loading costs and provide all equipment and labor necessary for receipt at the delivery point.

3. Taxes. Except as otherwise provided by law, all sales, excise and similar taxes or duties which Seller may be required to pay or collect with respect to any products or their supply to Buyer, including any corporate activity tax, will be for the account of the Buyer, and Seller will invoice Buyer for all such charges. Where Buyer claims exemption from duty or tax, Buyer will furnish an appropriate exemption certificate to Seller.

4. Delays in Delivery. Seller will not be responsible for delivery delay or failure due to causes beyond Seller's reasonable control, including without limitation government regulation, fire, flood, natural disaster, strike, labor disturbance, accident, embargo, pandemic, or act of God, any of which will be considered an excused delay. In the event of any unexcused delay in delivery, Buyer's sole and exclusive remedy will be to cancel the order for the delayed products.

5. Custom Products. Where any products are supplied according to Buyer's specifications ("Custom Products"), the following procedures apply:

(a) *Buyer's Sample:* If Buyer would like Seller to match an existing item, Buyer may provide a sample of that item, with Buyer's signature affixed. Seller will match that item within industry standard tolerances. Any deviation from the sample provided by Buyer must be approved in writing by both parties. Seller will retain Buyer's sample for 14 days following Buyer's receipt of product.

(b) *No Sample Provided by Buyer:* If Buyer does not provide a sample of an existing item, Seller will provide, for Buyer's approval, each of the following:

(i) *Structure:* A physical, CAD-produced sample with a unique identifying number, which sample represents the size, style, and materials composition of the proposed product. (In some circumstances, where the requested product is of an industry-standard style such as RSC, HSC, FOL or OPF, the parties' agreement on the style "call-out", material composition and dimensions will be sufficient without the need for use of a CAD-produced sample.);

(ii) *Print.* A digital or physical art sample showing the size and location of all print; and

(iii) *Color:* A color "call-out" by use of either industry standard specifications such as PMS or GMCI numbers, or custom ink draw-downs.

All three of the items described in (i)-(iii) above must be approved in writing by Seller and Buyer, and any changes between initial approvals and production likewise must be approved in writing by both Seller and Buyer.

(c) *Product quality* shall be judged by the standards set forth in Seller's quality manual, unless both parties approve additional or different standards in writing prior to production.

(d) *Production run:* Seller at its option, may invite Buyer's representatives to conduct a "press check" to observe the production run of Custom Products, provided that Buyer agrees its' presence at any press check is not required unless otherwise agreed in a writing signed by both parties.

(e) *Tooling:* Upon Buyer's approval of Custom Products for production, Seller may produce dies, print plates, and other tooling required to produce the Custom Products. Buyer agrees that in the event Buyer refuses or fails to accept or pay in full for all or any part of any Custom Products ordered, Buyer will purchase from Seller all tooling produced in connection with such Custom Products at Seller's then-current market prices. For tooling not used for eighteen (18) months or longer, Seller in its sole discretion may remove it from inventory and dispose of it in any manner that Seller may determine.

6. Buyer's Specifications and Indemnification; Custom Products.

Where any Custom Products are supplied by Seller, Buyer will indemnify and hold harmless Seller and its officers, directors, employees, and agents from any and all liabilities, claims, costs, and expenses, of whatever nature or kind (including, without limitation, attorneys' fees) with respect to any claim that the Custom Products or any component thereof are defective, have caused bodily injury or death, or infringe any patent, copyright, trademark, trade secret, or other intellectual property right or proprietary or similar rights. Seller will not be liable for any error, omission, or inaccuracy in drawings or specifications provided by Buyer, and will be under no obligation to check or confirm the conformity, accuracy, or adequacy of patents, regulatory requirements, drawings, or similar specifications provided by Buyer. Seller is not responsible or liable for damage to or loss or

destruction of drawings, samples, patterns, fixtures or other items provided by Buyer. Seller may dispose of such materials if Buyer does not request their return upon delivery of products.

7. Payment. Payments will be made within the terms stated on the invoice or similar document between the parties. Buyer shall pay a service charge on the unpaid balance at the end of each month at the monthly rate of 2%. If Buyer fails to comply with any terms of payment, Seller may withhold or cancel any further deliveries, printing plates, cutting dies and associated tooling, and declare any unpaid amounts under any invoice or other document between the parties immediately due, in addition to other available remedies. If, by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay for any products when due and Seller will then have the right to demand payment before any further shipments of products.

8. Disclaimer of Warranties. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ANY SUCH PURPOSE IS KNOWN OR UNKNOWN.

9. Notice of Claims; No Setoff. Buyer must inspect products immediately upon receipt. Any claim for shortage or allegedly defective products must be made in writing within fourteen (14) days after Buyer's receipt of the products, provided that: (a) Buyer will have no right to object to or reject any Custom Products that substantially conform to Buyer's specifications, and (b) if Seller delivers to Buyer a quantity of products of up to 10% more or less than the quantity set forth in the purchase order or similar document between the parties, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the purchase order or similar document between the parties, adjusted pro rata.. Buyer will have no right to set off any amounts claimed by Buyer against amounts payable to Seller.

10. Exclusive Remedy. BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY WILL BE, AT SELLER'S OPTION, REPAIR OR REPLACEMENT OF THE AFFECTED ITEM(S), WHICH AFFECTED PRODUCTS MUST BE RETURNED AT BUYER'S EXPENSE TO SELLER IN ADVANCE. IN THE EVENT DAMAGED PRODUCTS CANNOT BE REPAIRED OR REPLACED, IN SELLER'S SOLE DISCRETION, SELLER MAY REFUND THE PURCHASE PRICE PAID BY BUYER FOR THE AFFECTED ITEM(S).

11. Limitation of Liability. IN NO EVENT WILL SELLER OR ITS SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO ANY PRODUCTS, THESE

TERMS, OR A SALE BY SELLER TO BUYER, HOWEVER CAUSED, EVEN IF SELLER OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE THEORY OF LIABILITY, SELLER AND ITS SUPPLIERS' AGGREGATE LIABILITY WITH REGARD TO ANY PRODUCTS WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR ITEM(S) OF PRODUCTS.

12. Cumulative Remedies; Nonwaiver. Seller's stated remedies with respect to sale of products will be cumulative and in addition to any other remedies by law or in equity. Seller's failure to insist on or enforce strict performance of any provision, right or remedy will not be construed as a waiver or relinquishment of Seller's right to assert or rely on that or any other provision, right or remedy.

13. Applicable Law. Sales of products pursuant to these Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, U.S.A., without reference to its choice of law principles.

14. Assignment. These Terms bind and inure to the benefit of Seller, its successors and assigns. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms or an applicable purchase order or similar document without the prior written consent of Seller. Any purported assignment or delegation in violation of this section is null and void, and will not relieve Buyer of any of its obligations.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications regarding products or these Terms (each, a "Notice") shall be in writing and addressed to the receiving party at the address set forth on the face of the purchase order or similar document between the parties, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

16. Entire Agreement. This instrument, together with the purchase order or similar document between the parties, contains the entire agreement between the parties, and no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than as set forth in these Terms, will be binding upon either party. In the event of a conflict between these Terms and such purchase order or similar document, these Terms will control. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.