BLANC PRINTING TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") apply to and govern all sales of print and print related products and/or services by BLANC PRINTING to its customers (each a "Customer") unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions that specifically provide they are to supersede these Terms. All such orders by Customer in whatever form issued ("Orders") are expressly subject to these terms and conditions and ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS STATED HEREIN. BLANC Printing objects to any terms proposed in Customer's proposal, purchase order, acknowledgment or other document which add to, vary from, or conflict with the Terms. Any such proposed terms shall be void. These Terms, as supplemented by the agreed prices, specifications and delivery dates contained in an Order, shall constitute the entire agreement between BLANC and Customer with respect to the subject of purchases from BLANC by Customer. No quotation or agreement is binding upon BLANC unless confirmed by BLANC's written acknowledgement (an "Acknowledgment") which states the only obligations to which BLANC is bound. Unless Customer objects promptly upon its receipt, such Acknowledgement, together with these Terms, shall constitute the entire agreement between BLANC and Customer and there are no understandings, agreements or representations, express or implied, not specified herein or therein.

Specifications and Production Schedule: All work to be performed hereunder shall be in accordance with accepted Orders upon the agreed specifications and completed in accordance with a production schedule agreed to by BLANC and Customer. If Customer desires to make changes in the specifications (including pages and/or count) and/or in the production schedule, or to cancel an accepted Order, BLANC will make commercially reasonable efforts to effect such changes, provided such changes do not have a materially adverse effect on operations. If any such change results in an increase or decrease in the efficiency of performing the work or in cancellation fees, the prices for the work shall be adjusted to fairly reflect such increase or decrease. In addition, should such change result in the inability of BLANC to use in the production of Customer's work any materials in inventory, on hand at BLANC or ordered for Customer, Customer will pay BLANC reasonable charges associated with such materials and their disposition.

Processing of Personal Information on Behalf of Customer: Customer acknowledges and agrees that it has the authority to share Personal Information with BLANC under any applicable data protection laws and that Customer has obtained any consent required by applicable data protection laws to do so. Customer authorizes BLANC to utilize third party subcontractors in connection with the work performed for Customer, including but not limited to the processing of Personal Information or Personal Data (as defined in the applicable data protection laws). In instances where a third party subcontractor, and not BLANC, is acting as the processor of personal information on behalf of Customer, BLANC shall have no responsibility or liability for or in connection with such Personal Information or related data.

License. Customer grants BLANC a fully paid, worldwide, perpetual non-exclusive license to use all Intellectual Property Rights and work product only to the extent authorized and required for BLANC to perform its obligations hereunder. Content furnished by Customer will be used solely for Customer work and will remain Customer property.

Overtime: If overtime is required to meet Customer's delivery or quantity requirements, or a Customer change in the delivery date, quantity requirements, or any other specifications that necessitates overtime after a production schedule is agreed upon, BLANC will use reasonable efforts to make any necessary overtime available and will charge for such overtime at then current rates. If overtime worked is not caused by Customer's failure to comply with the production schedule, overtime charges will not be invoiced. No chargeable overtime will be worked without prior approval of Customer.

Overruns and Underruns: Overruns and Shortages not to exceed 10% of the quantity ordered shall constitute an acceptable delivery. In the event of a shortage not exceeding 10% of the ordered amount, Blanc Printing may at its sole option issue a pro-rated credit for the amount shorted in lieu of reprinting the shorted amount. Overruns will be charged at the additional thousands rate stated in the Price Schedule:

Materials and Purchased Services: Unless otherwise provided, BLANC will supply the materials (paper, ink, binding materials, etc.) or purchased services specified herein or their equivalents. Should BLANC be unable to obtain such materials or services or their equivalents in necessary quantities, the parties shall select mutually agreeable substitute materials or services. Should the use of such substitute materials or services increase or decrease the cost or efficiency of performing the work, the price will be adjusted to fairly reflect any such increase or decrease. Unavailability of materials or services will not be considered a breach of this Agreement. Any volume, trade discounts, rebates or similar items earned on materials or services will be retained by the ordering party. All scrap and by-products will become property of BLANC.

Editing of Copy: The price quoted does not, unless otherwise stated, include the editing of copy. Any changes requested by the customer will represent work performed in addition to the original order and will be billed at our current rates. The minimum charge for customer changes is $60. The customer must approve the cost of these changes in writing prior to beginning the work necessary to perform the changes. Customer changes will delay the completion and delivery of your order. Change charges will be billed to the customer.

Proofs – A proof will be submitted to the customer prior to printing each job. Corrections to be made must be marked on the proof. The proof must be fully completed and signed by the customer and be returned to Blanc Printing. If an electronic PDF proof is sent, customer must select either "Proof Accepted" or "Proof Rejected" before production of the order proceeds. Delay in completing and returning your proof will delay completion of your order. Blanc Printing assumes no liability for errors if the customer waives receiving proof or fails to note changes or corrections on the returned proof.

Mail Services and Funding Postage: For each mail piece requiring ink-jet printing of names and addresses for delivery through the United States Postal Service, Customer shall furnish or cause to be furnished ink-jet formatted data compatible and in accordance with instructions and specifications provided by BLANC. The customer understands that all quotations for mail services are for a single mailing without storage unless otherwise agreed to in writing. Payment for postage will be made to the U.S. Postmaster – Pittsburgh, PA via check. The customer's failure to submit funds payable to the U.S. Postmaster and received at Blanc Printing in advance of the mail date will delay the mailing.

Freight: Unless otherwise stated, the price quoted is for a single shipment without storage. Blanc Printing will deliver finished work to the designated commercial carrier, at which time title to the finished work shall pass to the customer. Customer is responsible for paying the shipping costs.

Storage: Unless otherwise specified, the prices in this Agreement do not include storage of paper or other materials, work in process or finished goods beyond the production schedule span. If delay in completion of the work or delivery of finished goods beyond the date specified in the production schedule is caused by Customer, storage will be charged at the prevailing rates for each month up to twelve months for the finished goods, work in process or furnished materials remain in possession of BLANC. If, following the twelfth month of storage BLANC receives no direction from Customer as to the disposition of the stored items, such items will be destroyed or and/or recycled.

Termination: In addition to any remedy provided at law or equity, BLANC has the right to terminate or cancel an Order, and any obligation to sell or provide a product or service, in the event Customer (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within ten (10) days after written notice thereof has been given to Customer; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

Price: Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. The price for the sale of any products or services shall be BLANC's price prevailing at time of shipment. The price, if any, set forth on any Acknowledgment is the price in effect as of the date of such confirmation or acknowledgment and is included thereon for information purposes only. Any such agreement as to pricing or price protection is based on manufacturer's then current price and price protection guidelines, which are subject to change. Notwithstanding any such agreement, or anything set forth in an Acknowledgement, any direct or indirect increase in the cost to BLANC for the purchase, importation, sale and delivery of any products, including without limitation by way of a change in manufacturer's price, imposition of surcharge, change in freight policies or freight costs, (including shipping, port, insurance or storage charges), tariffs, duties, extended producer responsibility or

similar charges, or otherwise, including with respect to orders previously placed and accepted, will result in a correlative increase in the price payable by Customer.

Terms of Payment: Customer will pay BLANC's invoice not later than net thirty (30) days from date of invoice unless otherwise indicated in writing by BLANC. Invoices not paid within thirty (30) days shall accrue interest at the rate of 1.5% per month until paid. Customer's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. All payment terms will be calculated based upon date of invoice. All payments will be made in U.S. dollars by check or electronic transfer to an BLANC designated bank account. BLANC's obligation to perform work hereunder is subject to prompt payment of all invoices pursuant to the terms of this and other agreements between BLANC and Customer. To secure payment for all sums due hereunder or otherwise, BLANC shall retain a security interest in all goods and equipment delivered hereunder and these terms and conditions shall be deemed a security agreement under the Uniform Commercial Code. Customer authorizes BLANC to execute and file on Customer's behalf all documents BLANC deems necessary to perfect such security interest.

Warranties: BLANC WARRANTS THAT THE PRODUCTS AND SERVICES WILL CONFORM TO MANUFACTURER'S STANDARD QUALITY FOR PRODUCTS OR MERCHANDISE OF THE AGREED UPON SPECIFICATIONS FOR SUCH PRODUCTS AND SERVICES AND THE GENERALLY ACCEPTED QUALITY STANDARDS OF THE COMMERCIAL PRINTING INDUSTRY. THE FOREGOING WARRANTY IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUPERSEDES AND EXCLUDES ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS, MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS, HOWEVER REFERENCED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FOREGOING AND BLANC'S SOLE RESPONSIBILITY HEREUNDER IS AS STATED.

Satisfaction Guaranty – Blanc Printing at its sole option will repair or reprint any order that contains abnormal imperfections or fails to provide a reasonable representation to the approved color proof. Blanc Printing at its sole option may elect to provide, in lieu of repair or reprinting of an order a prorated credit for the damaged portion of an order. Claims for defects must be made within ten (10) days of delivery in writing. The customer must receive a written authorization to return a defective order or portion in advance of return. Defective orders must be returned within thirty (30) days after delivery. Blanc Printing' liability for defective orders is limited to the price of the order exclusive of any shipping or postage charges.

Credit. If Customer credit is not approved the BLANC quote shall be null and void. If at any time and for any reason including but not limited to refusal or failure to adequately respond to requests for financial information, the financial condition of Customer shall become unsatisfactory to BLANC, BLANC may, upon written or email notice to

Customer, require cash or satisfactory security on shipments or deliveries or prior to commencing or continuing any work, placing any order or prior to the last date to change any order, or otherwise change any payment terms, without impairing the obligation of Customer to take and pay for the quantity of goods ordered. Customer shall be liable to BLANC for all attorneys' fees and expenses expended to collect past due amounts and interest may be charged on any late payments at the rate of 1-1/2% per month.

Upon the expiration or termination of the agreement between BLANC and Customer for any reason, Customer will promptly pay all invoices that may be due and outstanding for work performed, and BLANC shall have the right to retain possession of, and shall have a lien on all property in the possession of BLANC and all work in process and undelivered work as security for sums due to BLANC hereunder, notwithstanding any scheduled delivery or in home date.

Title and Risk of Loss: Title and risk of loss to any work-in-progress and/or completed Deliverables will pass to Customer upon the earlier of: (i) BLANC's delivery to a carrier (company owned or subcontracted) or the Postal Service F.O.B. shipping dock; or (ii) BLANC's delivery into storage. BLANC will assist Customer in the processing of claims against such carriers for loss of or damage to goods in transit.

Confidentiality: All documents, artwork, or drawings delivered to by Customer to BLANC, and any other non-public information Customer discloses to BLANC, remains the property of Customer. Each party may have access to the other party's confidential, proprietary information and property. Neither party will use, disclose or disseminate the other party's confidential information except in connection with providing the products, services or Deliverables hereunder without the other party's prior written consent. Customer agrees that neither Customer nor its agents will provide copies of or access to any sensitive personally identifiable information (including but not limited to social security numbers, bank account information, credit card information or birth dates) ("SPII") or protected health information ("PHI") to BLANC and BLANC will not be responsible for any SPII or PHI of Customer or any agent or end user of Customer, and unless otherwise specifically agreed in writing by BLANC with Customer BLANC shall have no obligations under HIPAA, CCPA, GDPR, GLB or any other statute or regulatory regime regulating personal information. The obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

Consumption: Ownership of any unconsumed portion of paper supplied by BLANC remains with BLANC. BLANC is responsible for excess consumption.

Taxes: BLANC will not be liable for any taxes with respect to an Order, except for sales, use, retailers' occupation, service occupation, excise, ad valorem, value added or consumption taxes, retailer delivery fees imposed by any governmental authority for any BLANC products, services or merchandise. BLANC will invoice, collect and remit such taxes as required by law unless Customer has provided BLANC with appropriate and valid tax exemption or direct pay documentation supporting such position. Customers will not be liable for any taxes of any nature based on the income of BLANC.

Regulatory Compliance. Customer certifies that it shall comply with all applicable U.S. and other government sanctions laws and regulations, and shall not, directly or indirectly, sell or otherwise provide the merchandise purchased from BLANC to any individual, entity or country subject to government-imposed sanctions.
Business Code of Ethics. BLANC has adopted a code of business ethics that aligns with internationally accepted principles of environmental sustainability and corporate responsibility located at cng-inc.com/business-ethics-compliance-policy/ to which Customer agrees to adhere.
Indemnity. Customer represents that the materials it furnishes to BLANC will be free of defects and shall not be in violation of applicable law or infringe any trademark, service mark, copyright or any license relating thereto, nor shall it contain any libelous or other content, including sensitive personal data, which may cause damage or injury to a person. Customer agrees to indemnify and save BLANC, its Affiliates, directors, officers, agents, employees and shareholders harmless from and against all losses, claims, expenses, costs or damages which BLANC may suffer or incur in the event any claim is made against BLANC by any person, or entity for any cause of action of whatever nature (including attorneys' fees) including without limitation claims which in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of BLANC, its subcontractors, agents or employees, in the performance of any Order or any breach or default hereunder or (b) a claim that any products or services provided by BLANC are defective, or (c) a claim that BLANC's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party, provided however that Customer shall not be liable to the extent such damages were a result of an unauthorized change or deletion of Customer furnished editorial/advertising content.

ALL CLAIMS FOR DEFECTIVE OR DAMAGED WORK OR FOR SHORTAGES OR MISSED SHIPMENTS MUST BE MADE BY CUSTOMER IN WRITING WITHIN THIRTY (30) DAYS AFTER BLANC'S SHIPMENT OF SUCH WORK. FAILURE TO MAKE SUCH A CLAIM WITHIN SUCH PERIOD SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THE WORK AND AN ADMISSION THAT IT FULLY COMPLIES WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE QUOTE. WITHOUT LIMITING THE FOREGOING, BLANC'S LIABILITY FOR ANY AND ALL CLAIMS WHATSOEVER OF ANY KIND AND NATURE, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO BLANC'S PRICE TO CUSTOMER FOR THE PRINTING RELATED MATERIALS INVOLVED OR PERFORMANCE OF THE SERVICE INVOLVED, OR , AT BLANC'S OPTION, REPLACING THE PRINTED MATERIALS OR OTHER GOODS WHICH ARE THE SUBJECT OF CUSTOMER'S CLAIM. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THE MATERIAL SUBMITTED BY CUSTOMER DOES NOT CONFORM TO BLANC'S SPECIFICATIONS OR OTHERWISE DOES NOT STRICTLY MEET THE DEADLINES IN THE PRODUCTION SCHEDULE, BLANC SHALL HAVE NO LIABILITY FOR THE CLAIMED ERRORS. IN NO EVENT WILL BLANC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE

PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES PROVIDED BY BLANC FOR CUSTOMER (INCLUDING BUT NOT LIMITED TO LOSS OF VALUE OR LOSS OF USE), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT SHALL BLANCBE LIABLE FOR SUMS IN EXCESS OF BLANC'S INVOICE PRICE. FREIGHT CLAIMS OR CLAIMS FOR DEFECTIVE, DAMAGED OR UNDELIVERED WORK AGAINST ANY CARRIER FOR TRANSPORTATION OF SUCH WORK MUST BE MADE BY CUSTOMER AGAINST THE CARRIER. BLANC WILL REASONABLY ASSIST CUSTOMER IN CUSTOMER'S PURSUIT OF ANY SUCH CLAIM AGAINST THE CARRIER.

Force Majeure: Neither party will be liable for any delay or failure to perform hereunder (other than Customer's obligation to pay for services and products delivered) if such delay or failure to perform arises out of a Force Majeure Event. "Force Majeure" is an event or circumstance that is beyond the reasonable control of a party and which renders performance hereunder partially or entirely impracticable or unreasonable (including as a result of increased expense). Force Majeure events include but are not limited to: fire, explosion, flood, tornado, hurricane or storm; plague, epidemic, pandemic, widespread infectious disease or any other public health crisis including quarantine, or other employee restriction or other emergency; acts of God; civil disturbance, war (declared or not), hostilities, military mobilization, riot, sabotage, piracy, cyberattack or third party criminal conduct; armed conflict, terrorism; restraints or injunctions issued by a court or other governmental entity, government acts or regulations; trade actions, imposition of duties, tariffs, quotas, anti-dumping actions; actions taken for reasons of national security; shortage or interruption of transportation; complete or partial manufacturer shutdown; general labor disturbance such as but not limited to strikes, lockouts or other labor disputes or any other circumstance beyond a party's control whether or not foreseeable or abatable or subject to mitigation in each case whether affecting BLANC, Customer, BLANC's supplier, or any logistics or other relevant provider hereunder. Customer's economic hardship or changes in market conditions are not considered Force Majeure events. Prompt notice of a Force Majeure Event shall be provided by the affected party to the other party. Quantities so affected may be eliminated from the amount ordered at the discretion of the party affected without liability and BLANC may allocate its available supply among its purchasers, but the order shall remain otherwise unaffected.

Assignment. This Agreement binds and benefits the parties and their respective successors and permitted assigns. Except as provided below, neither party may assign any rights or delegate any responsibilities under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld and any attempt to do so in violation of this Section is void.

Miscellaneous: No provision hereof or of any Acknowledgment may be modified, amended or rescinded unless by a written instrument executed by BLANC and Customer. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of these Terms or to take advantage of any of its rights, shall not operate as a continuing waiver of such rights. BLANC shall have the

right to assign any and all accounts receivable from, and any rights against, Customer to any person. Customer shall not have the right to offset any amounts owed to it by BLANC or any of its affiliates against amounts owed by Customer to BLANC. This transaction shall be governed by the laws of the State of Pennsylvania, without reference to choice of law rules, and the Convention on Contracts for the International Sale of Goods shall not be applicable. Any legal action or proceeding concerning the validity, interpretation and enforcement of these Terms or any purchase of products by BLANC, matters arising out of or related to these Terms or any purchase of products by BLANC or related matters shall be brought exclusively in the courts of the State of Pennsylvania in the County of Washington, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues and THE PARTIES WAIVE TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. Process in any such action may be served by registered or certified mail addressed to a party at its last known address. BLANC reserves the right to update or modify these Terms at any time, without prior notice, by posting the revised version of these Terms behind the applicable link marked “Terms and Conditions of Sale” in the BLANC website. Purchase orders issued by you to BLANC after we have posted the revised Terms constitute your agreement to be bound by the revised Terms.