**SUPPLIER STANDARD TERMS AND CONDITIONS**

Revision date: September 1, 2019

1. **Scope/Applicability.** This agreement applies to services and/or deliverables to be provided to Toppan Merrill LLC (“Toppan Merrill”) by Supplier. These terms are incorporated into any previous or contemporaneous agreement, Statement of Work, Scope, Schedule, Exhibit, Proposal, or Quote between Toppan Merrill and Supplier. In the event there is a conflict between these terms and the terms of any previously executed agreement between Toppan Merrill and Supplier regarding the goods and services to be provided, the terms of the previous agreement shall govern.
2. **Cancellation/Termination.** Toppan Merrill may terminate this order in whole or in part at its convenience upon written notice to Supplier, and Toppan Merrill will receive a refund of all fees paid in advance for the products purchased under this order that have not been delivered by Supplier. Toppan Merrill will remain liable for fees and expenses incurred for all products delivered and accepted by Toppan Merrill.
3. **Pricing.** Supplier agrees that Toppan Merrill has been given most favored customer status (“MFC”) with regard to the pricing set forth in this order. “MFC” means a customer(s) of Supplier who receives terms and conditions (including, without limitation, pricing terms) that are more favorable than those received by any other similarly situated Supplier customer. If Supplier offers more favorable terms and conditions to any other customer than are offered to Toppan Merrill under this order, then Supplier will concurrently extend those terms and conditions to Toppan Merrill, and this order, at Toppan Merrill’s option, will be deemed amended to provide those terms to Toppan Merrill. Any amounts charged to Toppan Merrill in excess of prices offered by Supplier to any other similarly situated customer for goods and services will promptly be refunded or credited to Toppan Merrill by Supplier at Toppan Merrill’s option.
4. **Invoicing and Payment.** All vendor invoices should be submitted to: [invoices@toppanmerrill.com](mailto:invoices@toppanmerrill.com). Supplier agrees that payment shall be made within 50 days of Toppan Merrill’s receipt of the product/service or Toppan Merrill's receipt of invoice, whichever is later. Supplier agrees to invoice Toppan Merrill within thirty (30) days of delivery of the products/services. Supplier acknowledges that Toppan Merrill is not responsible for payment for products/services that are invoiced more than ninety (90) days past delivery of the product/services to Toppan Merrill and any such invoices will be null and void. Supplier further acknowledges that all invoices must contain a valid purchase order number, and that any invoices without a purchase order number will not be considered received by Toppan Merrill, and will be returned unpaid.
5. **Taxes.** Toppan Merrill will reimburse Supplier for all sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties that Supplier is permitted or required to collect from Toppan Merrill to the extent that those taxes or duties are clearly identified in, and in effect on the effective date of, this order. Each party will be responsible for taxes based on its own net income, employment taxes with respect to its own employees, and for taxes on any property it owns or leases. Supplier will be responsible for all other taxes.

Supplier agrees to fully indemnify and hold Toppan Merrill harmless from any claims, losses, damages, liabilities, expenses, and costs (including reasonable attorneys’ fees) arising from Supplier’s failure to make payments, withholdings, or contributions that are required by law.

1. **Warranties.** Supplier warrants to Toppan Merrill that (a) the title to all goods covered by this order shall be good, and its transfer rightful and (b) all goods and services to be delivered under this order will be of merchantable quality, fit for the purpose intended by Toppan Merrill, free from all liens and latent or patent defects, will conform to Toppan Merrill’s specifications or samples and will be safe for their intended use.
2. **Changes.** Toppan Merrill shall have the right at any time prior to delivery date of the goods or services to make changes in drawings, designs, specifications, packaging, quantities, time and place of delivery, and method of transportation. If any such changes cause a) an increase or decrease in the cost; b) a decrease or increase in the time required for the performance; or c) otherwise affect any other provision of this order, an equitable adjustment shall be made, mutually agreed upon in writing, and order documentation shall be modified accordingly. Any price changes must be communicated to Toppan Merrill at the time the changes are requested by Toppan Merrill, or they will be null and void.
3. **Inspection.** Payment for the goods or services delivered hereunder shall not constitute acceptance. Toppan Merrill shall have the right to inspect such goods or services and to reject any or all of said goods or services that are defective. Any goods or services that are defective or that have been supplied in excess of quantities called for may be returned to the Supplier at its expense, in addition to Toppan Merrill’s other rights.
4. **Default.** Toppan Merrill may, by a written notice of default to the Supplier, terminate the whole or any part of this order if the Supplier a) fails to deliver the correct quantity of goods or to perform the services within the time specified herein, or any agreed upon extension thereof; b) fails to replace or correct defective goods or services; c) fails to perform any of the other provisions of this order or fails to make progress so as to delay performance of this order; or d) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding in bankruptcy, receivership, liquidation, or the like.
5. **Delivery.** Time is of the essence with respect to the delivery dates, specifications, and quantities. Deliveries are to be made both in quantities and at times specified or pursuant to Toppan Merrill’s written instruction. If Supplier fails to perform in accordance with the applicable written instruction, Toppan Merrill, without limiting its other rights or remedies, may either (i) direct expedited routing, and charge the excess cost incurred to secure timely performance to Supplier, or (ii) terminate all or part of the agreement, order, or other documentation in accordance with the default provisions herein. Goods which are delivered in advance of schedule are delivered at the risk of Supplier and may, at Toppan Merrill’s option, be returned at Supplier’s expense for proper delivery and/or have payment therefore withheld by Toppan Merrill until the date that the goods are actually scheduled for delivery. Unless otherwise provided in a purchase order, Statement of Work, or other mutually executed documentation, goods shall be delivered F.O.B. to Toppan Merrill’s designated location, freight prepaid and allowed. A complete packing list shall be enclosed with all shipments. Toppan Merrill’s count will be accepted as final and conclusive on all shipments not accompanied by a packing list.
6. **Confidentiality.** All specifications, documents, information, and data files (“Confidential Information”) delivered by Toppan Merrill to Supplier are the property of Toppan Merrill and shall be kept confidential by Supplier. Supplier also agrees not to use the Confidential Information for any purpose other than to provide services and/or deliverables at Toppan Merrill’s request, without the prior express written consent of the Toppan Merrill. All Confidential Information shall be returned to Toppan Merrill promptly or destroyed upon written request. The obligations under this clause will survive the cancellation, expiration, termination, or completion of this agreement and/or the services provided.
7. **Infringement Claims of Third Parties.** Supplier agrees, at its own expense, to indemnify, defend, and hold harmless Toppan Merrill from and against any and all actions, proceedings, damages, liabilities, claims, losses, and expenses (including reasonable attorney’s fees) arising from claims that the goods or services provided by Supplier hereunder infringe the patent, copyright, trademark rights, or constitute the misappropriation of trade secrets, of any third party. The obligations under this clause will survive the cancellation, expiration, termination, or completion of this agreement and/or the services provided.
8. **Toppan Merrill’s Property.** Toppan Merrill will own exclusively all goods, special tools, dies, fixtures, and materials supplied or paid for by Toppan Merrill pursuant to this order together with all related patents, copyrights, trademarks, trade secrets, and other intellectual property rights throughout the world (the “Developed Works”). Supplier will and does, without further consideration, assign to Toppan Merrill any and all right, title or interest that Supplier may now or hereafter possess in or to the Developed Works. To the fullest extent permissible by applicable law, all copyrightable aspects of the Developed Works will be considered “works made for hire” (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Supplier agrees, at Supplier’s expense, to maintain all the Developed Works property in Supplier’s possession in good condition and repair and adequately insured. At Toppan Merrill’s request, Seller agrees to affix Toppan Merrill’s name to some or all Developed Works.
9. **Services.** If this agreement covers the performance of labor or services for Toppan Merrill, Supplier agrees: a) Supplier is an independent contractor, free of control or supervision by Toppan Merrill as to the means or manner of performing such work; and b) upon the request of Toppan Merrill, to furnish an Insurance Carrier’s Certificate showing that Supplier has Worker’s Compensation, General Public Liability, and Automobile Public Liability insurance coverage with limits satisfactory to Toppan Merrill.
10. **Liability Limitation.** Toppan Merrill will not be liable for indirect, incidental, consequential, exemplary, punitive, or special damages, including lost profits, regardless of the form of the action or the theory of recovery, even if advised of the possibility of those damages; and, in no event will Toppan Merrill’s liability to Supplier exceed the amount of fees payable under this order.
11. **Public Announcements.** Supplier shall not make any news release, public announcement, advertisement, or other form of publicity concerning the parties’ relationship, or the services Supplier is providing, has provided, or will provide to Toppan Merrill without the prior written consent and approval of the Toppan Merrill. No license to Toppan Merrill’s trademarks or service marks is granted hereby, and no such use is permitted unless approved in writing by Toppan Merrill.
12. **Toppan Merrill Policies.** Suppliers are accountable to follow the Toppan Merrill policies where applicable. These are all located at <https://toppanmerrill.com/suppliers/>
13. **Data Protection.** In providing goods and services, Supplier shall comply with applicable data protection laws together with any guidance issued by the applicable enforcement agency. Supplier shall not do, cause, or permit to be done anything which may cause or otherwise result in an unauthorized disclosure or breach as defined in the applicable data protection laws. Toppan Merrill will collect, hold, and use personal data obtained from and about Supplier personnel pursuant to Toppan Merrill’s Privacy Notice (https://toppanmerrill.com/privacy-notice/) which may be updated from time to time at Toppan Merrill’s sole discretion. Supplier agrees to such data being collected, held, and used in accordance with the Privacy Notice, this agreement, and Toppan Merrill’s obligations under applicable data protection laws.
14. **General.** This order and any disputes arising from or relating to this order shall be governed by the laws of the State of Minnesota, excluding its conflicts of law principles. Neither this order nor any interest therein shall be assigned by Supplier except upon the prior written consent of Toppan Merrill.