

Standard Terms and Conditions & Order Acknowledgement
General Use Face Covers (“Products”)
CardsDirect

1. Entire Agreement. These provisions apply to the purchase of the Products. Any additional or contrary provisions contained in any document submitted by the party submitting an Order (“Customer”) will not apply to this Order, regardless of how or when such documents were submitted.

2. Orders. Orders accepted by Company or Company’s quotes accepted by Customer are binding (“Orders”), but remain subject to performance by Company’s suppliers, service providers, and government authorities, as well as Company’s manufacturing capacity. If Company has been unable to fulfill an Order within thirty (30) days of acceptance, Customer will have the option to (a) have Company issue a refund of any deposit or pre-payment; or (b) stay in queue for subsequently produced or arriving Products. Notwithstanding the foregoing, in the event an Order is amended or cancelled by Customer at any time after Company’s acceptance of such Order, Customer will pay for all components (including raw materials and blank goods) of the Products which Company paid for or procured and the pro rata portion of the Products completed prior to Company receiving and processing the cancellation or amendment of the Order.

3. Prices and Payment. Pricing is good at the time the Order has been accepted by Company, for the Order quantity, amount, and delivery date. Pricing is subject to change as prices change based on worldwide demand, logistics costs, duty rates, and applicable regulatory requirements, including cost of testing. Prices for Products are exclusive of applicable taxes, customs, shipping and handling charges, and warehousing, inventory, and distribution fees. Customer will pay any such applicable additional charges as invoiced by Company. Customer shall pay 50% down immediately upon acceptance of Order by Company and the balance will be paid upon delivery to Customer of proof of shipment from Company’s factory. Final delivery of the Product will not be made until payment has been received in full.

4. Warranties by Company. Company represents and warrants that Company will convey good title to tangible

deliverables. **Company disclaims all other warranties, express or implied, including warranties of merchantability, fitness for particular purpose, use, and non-infringement, all of which are expressly disclaimed.**

5. Warranties by Customer. Customer represents and warrants that: (a) Customer is aware of the fact that the Product is not intended for medical purposes and is not a FDA-regulated device; (b) Customer has independently determined that the Product meets Customer’s needs, including, but not limited to the intended use of the Product, as solely determined by Customer; (c) Customer has and will continue to comply with all applicable laws, rules, and regulations, including, but not limited to its use of the Product; and (d) Customer has **NOT** relied on Company for Customer’s compliance with any and all laws applicable to Customer or the Products. Customer will indemnify, defend, and hold Company harmless from any claims arising from any breach or alleged breach of this provision as well as any use of the Product by Customer or third parties as well as Customer’s (or third parties’) inability to use the Product.

6. Non-Conforming Products. In the event of any failure by Company to perform in all material respects with the terms of an Order, Company’s exclusive obligation shall be the refund of any payments made by Customer for any non-conforming Products.

7. Limitation on Damages. **IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY’S LIABILITY WITH RESPECT TO ANY ORDER EXCEED THE PURCHASE PRICE SPECIFIED IN THE ORDER.**

8. Governing Law. The validity, construction and performance of any Order shall be governed by the laws of the State of Minnesota applicable to contracts executed and performed entirely within that state and without reference to any included choice of law statutes or principles. Each party waives the right to jury trial of any dispute involving an Order.