

Terms and Conditions

1. **Purchase.** Purchaser orders and purchases the above items pursuant to all of the terms and conditions specified in the three pages of this Contract and agrees to be bound by same.
2. **Purchaser's Cancellation Rights.** Purchaser can cancel the purchase of the above Apparel Printer and related equipment and accessories, which does not include Third-Party Accessories (the "Printer & Products"), for any reason prior to shipment of the Printer & Products by delivering a written notice of cancellation to Seller. The notice of cancellation must be sent either by e-mail to the Sales Representative that originally completed this sale a reliable overnight courier or Express Mail, or sent by facsimile to Seller at (714) 662-3600, or personally delivered to Seller, 2390-A Ward Ave Simi Valley, CA 93065. Within five (5) business days of receipt of a timely notice of cancellation, Seller shall refund to Purchaser all sums paid by Purchaser. Once Printer & Products have shipped, which shall be deemed acceptance thereof, Purchaser may not cancel the purchase of the Printer & Products, and there will be no refund of the purchase price nor buy back of the Printer & Products by Seller. Following shipment, if there are any bona fide warranty claims relating to the Printer & Products, Seller shall resolve same by repair or replacement of the Printer & Products, which repair, or replacement shall be determined at Seller's sole option.
3. **End User Limited Warranty – Ricoh Ri100 DTG Printer and Ricoh Ri100h Finisher.** Ricoh Printing Systems America, Inc. ("RPSA") warrants that this Printer and Finisher (the "Printer") will be free from defects in material and workmanship for a period of one (1) year from the date of delivery to Customer (the "Warranty Period"). User replaceable consumables and parts ("Products") are warranted for a period of ninety (90) days from the date of delivery to Customer unless otherwise specified. If the Printer & Product is believed to be defective during the Warranty Period, RPSA Support will attempt to diagnose and resolve technical defects via the telephone in a reasonable amount of time. Customer must provide RPSA with any requested materials RPSA deems necessary to accurately diagnose any defect or malfunction of the Printer or Products, during the Warranty Period or any extended Warranty Period. If Customer fails to provide these requested materials, RPSA is not obligated to provide warranty support under this Section. If RPSA Technical Support determines that the repair cannot be accomplished over the telephone, a replacement Printer and/or Product will be shipped at no charge within 72 hours (may be refurbished). Customer must retain the box that the Printer and Products were originally shipped in to return to RPSA for replacement under this Section. If Customer does not retain the box, Customer shall pay for the box and shipping costs associated with the shipment of the box to Customer at then prevailing rates of RPSA's freight company. Further, Customer must use RPSA's freight company for any warranty repair or replacement shipments to RPSA's place of business. The original unit must be same-day swapped with the replacement unit. If the original unit is not ready to be picked up by RPSA's freight carrier, the replacement unit will not be delivered to Customer. In providing service to this Printer and/or Product under this warranty, RPSA may use new or equivalent to new parts, assemblies, or products for equal or improved quality. All defective Printers and Products become the property of RPSA if RPSA is unable to remedy the issue.

These warranties shall not apply to any defect, failure or damage caused by improper use or inadequate or improper maintenance and care. In addition RPSA shall not be obligated under these warranties:

- a) to repair damage resulting from attempts by personnel other than RPSA or an authorized RPSA-dealer to install, repair, or service the Product unless directed by a RPSA representative.

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- b) to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
- c) to repair damage, malfunction, or degradation of performance caused by the use of non-RPSA supplies or consumables or the use of RPSA supplies not specified for use with this Product;
- d) to repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the Product or degrades performance or reliability;
- e) to perform maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform maintenance and cleaning as prescribed in published Product materials;
- f) to repair damage, malfunction or degradation of performance resulting from improper installation of the Printer and/or Product;
- g) to repair damage, malfunction or degradation of performance resulting from use of the Printer and/or Products in an environment not meeting the operating specifications set forth in the Printer and Product's documentation;
- h) to repair damage, malfunction or degradation of performance resulting from failure to properly prepare and transport the Printer and/or Product as prescribed in published Printer and Product materials;
- i) to repair damage, malfunction or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots;
- j) to repair this Printer and/or Product after it exceeds the print volume, if any, recommended for the Warranty Period;
- k) to replace items that have been refilled, are used up, abused, misused, or tampered with in any way.
- l) to install replacement items that are considered by RPSA to be End-User replaceable.
- m) to support software not supplied by RPSA; or,
- n) to provide software or firmware updates or upgrades.

Once Purchaser has received delivery of the Printer and Products, however, which delivery shall be deemed acceptance thereof, Purchaser may not cancel the purchase of the Printer and Products, and there will be no refund of the purchase price nor buy back of the Printer and Products by Seller.

Any service identified in the above list and provided by RPSA at the Customer's request shall be invoiced to Customer at then current rates for parts, labor, and travel.

THE ABOVE WARRANTIES ARE GIVEN BY RPSA WITH RESPECT TO THE PRINTER AND PRODUCTS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY SIMILAR STANDARD IMPOSED BY APPLICABLE LEGISLATION, ARE EXPRESSLY DISCLAIMED BY RPSA AND EXCLUDED FROM THIS QUOTE. RPSA'S RESPONSIBILITY TO REPAIR, REPLACE, OR OFFER A REFUND FOR DEFECTIVE PRINTERS AND PRODUCTS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF WARRANTIES. TO THE EXTENT ALLOWED BY THE LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL RPSA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER RPSA HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, RPSA IS NOT LIABLE FOR ANY DAMAGES THAT OCCUR TO THE PRINTER AND/OR PRODUCTS IF USED WITH A THIRD-PARTY VENDOR CONSUMABLE.

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RPSA is not responsible for and expressly disclaims all warranties for all non-RPSA software including a warranty of merchantability and warranty that the software is fit for a particular purpose. Customer should refer to the end user license agreement (if any) included with the non-RPSA software. Customers may be eligible to purchase an extended warranty (up to an additional 2 years) within the original Warranty Period (proof of purchase required). RPSA Technical Support (877-646-0999) is a dedicated support center for Customers seeking warranty support for the Ricoh Ri100 DTG Printer. RPSA Technical Support is available Monday-Friday, 8:00 AM – 4:00 PM PST. RPSA Technical Support will assist the Customer and will validate support entitlement by serial number.

4. **Export Laws and Regulations.** Neither party shall commit any act or request the other party to commit any act which would violate either the letter or spirit of the export control laws or regulations of the United States, or other applicable export control laws, rules of regulations, and neither party shall fail to take any action reasonable within its capacity to assure compliance with such laws, rules or regulations, as applicable. Purchaser represents and warrants that it shall not, directly or indirectly, export, re-export, or transship Printers & Products (i) in violation of any applicable U.S. export control laws and regulations or applicable export control laws promulgated and administered by the government of any country having jurisdiction over the parties or the transaction(s) contemplated herein and (ii) for the purposes of distributing international peace and security. Seller shall have the right to refuse to accept Purchaser's orders for Printers & Products or to deliver Printers & Products to fulfill any previously accepted order from Purchaser, if Seller determines, in good faith, that such proposed sale or other disposition of the Printers & Products poses an unreasonable risk of (i) violation of any applicable export control law or regulation or (ii) disturbing international peace and security.

In the event Seller refuses to deliver Printers & Products to fulfill previously accepted orders from Purchaser as set forth in the paragraph immediately preceding, or the necessary export or re-export authorizations are not obtained within a reasonable period of time, Seller, at its option, may cancel the order or Contract, without penalty. Purchaser shall not use, sell, transfer or otherwise make available any goods/technology to be supplied by Seller and/or its information under this Contract to any firm(s), any corporation(s), and/or any person(s) that are related to the research and development of unlawful manufacturing and use of ordinary, nuclear, chemical, biological weapons and/or missile technology. Purchaser agrees to maintain cargo security through the export process, by maintaining proper management of the exported Printers & Products and preventing theft of the exported Printers & Products throughout the export process.

5. **Class Action Waiver:** PURCHASER WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

6. **Waiver of Liability and Indemnification.** Purchaser hereby releases, waives, discharges and covenants not to sue RPSA, its officers, agents or employees from any and all liability, claims, demands, actions and causes of action of any kind of nature arising out of or related to any loss, damage or injury, including death, that Purchaser or any of Purchaser's employees, consultants, independent contractors or other third parties and/or property may sustain resulting from or in any way connected to training related to Printer and Products provided by RPSA under this Agreement, or resulting from or in any way connected to the Printer or Products provided by RPSA under this Agreement, regardless of whether such loss is caused by the negligence of RPSA and regardless of whether such liability arises in tort, contract, strict liability or otherwise.
7. **No Assignment.** Purchaser shall not assign this Contract or any rights or duties hereunder, in whole or in part, without the advance written consent of Seller. Any assignment or purported assignment to which written consent is not given shall be void.
8. **Entire Agreement; No Modification.** This Contract constitutes the entire agreement between Seller and Purchaser concerning the subject matter hereof, and supersedes any and all previous understandings, representations and agreements, whether written or oral, between Seller and Purchaser. No addition, modification, amendment or waiver of any provision of this Contract shall be binding or enforceable unless executed in writing by both Seller and Purchaser.
9. **Severability.** If one or more provision(s) of this Contract or any part thereof shall be declared or adjudged to be illegal, invalid, or unenforceable under any applicable law by any court, governmental agency or arbitrational tribunal with jurisdiction over the parties, such illegal, invalid or unenforceable provision(s) shall be omitted, or upon the request of either party, the provision(s) may be reformed and construed in a manner that will be valid and enforceable to the maximum extent permitted by law. All other provisions or requirements of this Contract shall continue in full force and effect without regard to the aforesaid omitted clause.

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10. **Signatures.** This Contract may be executed in multiple counterparts, each of which when taken together shall constitute one and the same instrument. This Contract may be executed and transmitted by facsimile and/or e-mail, and all executed facsimile and/or e-mail copies shall be deemed and accepted as signed originals. Each of the parties executing this Contract has done so by his/her/its signature or the signature of its authorized representative as set forth below.

Accepted By PURCHASER

Signature: _____

(Print Name): _____

Title: _____

Date: _____

City, State: _____

Accepted By SELLER

Signature: _____

(Print Name): Brad Fletcher

Title: CFO General Counsel and Director

Date: _____

City, State: _____

Wire Instructions:		Bank Name:	MUFG Union Bank N.A.
Beneficiary:	Ricoh Printing Systems, America Inc.	Address:	1980 Saturn Street Monterey Park, CA 91755
Address:	2390 Ward Avenue, Suite A Simi Valley, CA 93065	Account No:	1521003036
Fax:	(714) 662-3600	Routing No:	122000496
		SWIFT CODE:	BOFCUS33MPK

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