

Purchase Order

The Imagine Group LLC - Twin Cities
1000 Valley Park Drive
Shakopee, MN 55379
(952) 903-4400

Fax (952) 641-2101

P/O Number

Page

544486

1

P/O Date

Order Type

Chg/Can

04/14/2023

Reprint

ORDERED
FROM

000000001045
THE BINDERY INC
Attn: MARY CARPENTER
8201 BROOKLYN BLVD Ste 1500
BROOKLYN PARK, MN 55445
Phone: 763-201-2800 Fax: 763-201-2790

SHIP
TO

The Imagine Group, LLC
1000 Valley Park Drive
Dock Doors 29-31
Shakopee, MN 55379

Buyer	Terms	Ack.	Conf	FOB	Ship Via	COL/PPD
Jesse	2K	Y	Y		Best Way	P

Line	Quantity	UOM	Our Item #	Your Item #	Unit Price	Req Date	Can
1	30,006.00	EA			0.190	EA	Change
	For Job# 59416				Extended Amount =		5,701.14

Perfect Bind - 328pg + 4pg Cover - 6.75 x 7.75
600181536 VER A

**NEED 10,000 A.S.A.P.

QTY 30,000 + 6 Samples.

Page size 6-3/4" x 7-3/4"

Trim cover & Score.

Collate (13) 24pp + (1)16pp per pagination on spines (proof) and perfect bind to 6.75 x 7.75 (7-3/4" bind edge)

Carton pack & label with part#: 600181536 VER A

(25 to 30 books per ctn) Contact Purchasing to verify counts in cartons so we can provide labels.

Imagine to furnish:

Sample

Carton Labels

Copy of Purchase Order

80lb Coated Cover 24 x 36 (7,735+ sheets 4 up)

40lb uncoated text Folded - 24 pagers - 13 sigs (30,900+ each sig)

40lb uncoated text Folded - 16 pager - 1 sig (30,900 sigs)

1275 Cartons - U-Line 14x8x8 (Part# S-4139)

Effective 1/4/21 receiving hours are 7:30am to 4:00pm Monday-Friday

Remit vendor invoice to: APTwincities@theimagingroup.com

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Imagine Print Solutions to make and send enough Bar coded labels for cartons.

Carton pack

Each shipment must have a packing list to contain:

Job#, PO#, Description and Quantity

10% over, 0% under acceptable

Contact Chris Olson at 952.903.4417 with questions

Perfect Bind

Q69699 - \$0.19 each

Approved By: JHENCHAL

* PLEASE NOTE: VENDOR INVOICE MUST CONTAIN REFERENCE TO P.O. NUMBER 544486 *

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Total Extended Amount = \$5,701.14

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PURCHASE ORDER - TERMS AND CONDITIONS

PURCHASE ORDER - TERMS AND CONDITIONS

1. Acceptance of Purchase Order. The IMAGINE Group, LLC including its parent company, subsidiaries, and/or affiliates (collectively, the “Buyer”) and the seller (“Vendor”) of the products (“Products”) and/or services (“Services”) described on this purchase order agree to the terms and conditions set forth in this purchase order (“Purchase Order”). This Purchase Order constitutes Buyer’s offer to Vendor and shall become a binding contract based on the terms and conditions set forth in this Purchase Order upon the earlier of (a) Vendor’s written and/or e-mail or other electronic confirmation; (b) Vendor’s shipment of Product to, or commencement of performance of Services on behalf of, Buyer as described in this Purchase Order; or (c) any other conduct by Vendor indicating its performance pursuant to this Purchase Order. This Purchase Order does not, and shall never, constitute an acceptance by Buyer of any offer, quotation, or proposal from Vendor except as specifically set forth in this Purchase Order. Vendor may not condition its acceptance of this Purchase Order on Buyer’s consent to any change or supplement to this Purchase Order. Buyer expressly objects to and rejects any attempt by Vendor to change or supplement this Purchase Order and Buyer’s objection shall not be waived by any acceptance of the Products or Services or any other conduct. This Purchase Order constitutes the entire agreement between the parties and supersedes all prior agreements. No term of this Purchase Order may be amended or waived except by a specific written confirmation signed by Buyer’s authorized representative and, accordingly, no inconsistent Vendor act or inconsistent or additional language in Vendor’s documentation shall have any legal effect. Unless specifically provided otherwise on this Purchase Order, Buyer shall have the right, at any time, to cancel or amend any Purchase Order and delivery of Products and/or Services upon written notice to Vendor. In the event of such cancellation, Vendor shall (and Vendor shall cause its suppliers or subcontractors to) immediately cease all Services and/or shipment of Products under this Purchase Order. Notwithstanding anything to the contrary contained herein, if Buyer and Vendor have entered into a Supplier Agreement and this Purchase Order is issued in connection therewith, the terms and conditions of this Purchase Order shall supplement and be in addition to the terms in the Supplier Agreement and to the extent that there are any conflicting terms, the Supplier Agreement shall govern.

2. Purchase Price, Other Costs, and Taxes. Vendor agrees to sell, transfer and deliver, or perform and provide, to Buyer the Products and/or Services for the total purchase price set forth on this Purchase Order. Unless specifically stated otherwise on this Purchase Order, all shipments of Products shall be the F.O.B Destination designated by Buyer. Vendor shall be responsible for all shipping costs, including without limitation, packing, shipping and freight insurance costs. Title and risk of loss shall pass to Buyer only upon Buyer’s receipt of Products at the F.O.B. Destination designated by Buyer. Vendor shall not invoice or attempt to collect payment from Buyer for the Products or Services at higher pricing or cost than stated in this Purchase Order. If price is omitted on this Purchase Order, except where this Purchase Order specifically indicates that it is given in acceptance of certain quoted prices, the Product and Services pricing will be at Vendor’s lowest prevailing market price as of the date of this Purchase Order. If Vendor reduces its price for Products or Services during the term of this Purchase Order, Vendor agrees to reduce the prices on this Purchase Order accordingly. All prices shall be in U. S. dollars. Upon Buyer’s request, Vendor shall provide, at

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no cost to Buyer, samples of Products (including reasonable demonstrations of services, if applicable) and such samples shall not be returned to Vendor unless, at the time they are provided, Vendor specifically requests that the samples be returned and pays all expenses associated with such return. All applicable taxes shall be shown separately as individual line items on the invoice and consistent with the tax amounts set forth on the Purchase Order. Vendor warrants that the prices for the Products and Services under this Purchase Order are no less favorable than those currently extended to any other Vendor customer for the same or like articles in equal or less quantities as set forth on this Purchase Order.

3. Invoicing and Payment. Vendor shall invoice Buyer for the charges for the Products and Services as stated on this Purchase Order. Unless specifically stated otherwise on this Purchase Order, Buyer shall pay such invoice ninety (90) days from the later of (a) the date the invoice is received by Buyer or (b) the date of receipt of, or completion of, the Products or Services pursuant to this Purchase Order. Early payment or cash discount periods shall be measured from the later of (a) the date the invoice is received by Buyer or (b) the date of receipt of, or completion of, the Products or Services pursuant to this Purchase Order. Payment of a Purchase Order shall not constitute acceptance of the Products or Services provided by Vendor and is without prejudice to any and all claims that Buyer may have against Vendor. Vendor shall present invoices in single copy for each Product shipment or completion of Services, unless the parties agree otherwise in writing. Buyer shall be entitled to set off against any amounts it owes to Vendor, any damages incurred by Buyer as a result of Vendor's breach of this Purchase Order or any other amounts owed by Vendor to Buyer. Any charges that Vendor does not invoice to Buyer within twelve (12) months of the time such charges were incurred shall not be payable by Buyer.

4. Delivery and Acceptance. Vendor shall make shipment of the Products and shall perform the Services specified on this Purchase Order (as the same may be amended by Buyer) at the times indicated by Buyer. Vendor shall package all Products in a manner that provides adequate protection of the Products during shipping, handling, and delivery to Buyer's designated receiving area. Buyer shall have a reasonable opportunity after delivery to inspect the Products and shall not be deemed to have accepted any Products upon completion of its inspection. Upon rejection or revocation of acceptance of any Products or Services, Vendor shall promptly replace or correct any unsatisfactory Products or Services at Vendor's sole expense, including without limitation, all shipping costs and any costs associated with reperformance of services or Buyer may terminate this Purchase Order in accordance with Section 6. Buyer's count of Products within a delivery will be accepted as final and conclusive on all shipments not accompanied by a packing ticket. All Vendor documents resulting from this Purchase Order, including, but not limited to, invoices, bills of lading, and packing slips, shall reference the appropriate Purchase Order number.

5. Representations and Warranties.

a. Vendor Representations. Vendor represents and warrants to Buyer that (i) it has the authority to enter into this Purchase Order and to sell and provide the Products and/or Services to Buyer; (ii) the Products will be free and clear of all liens, charges, encumbrances, or other restrictions and if Vendor performs any Services upon any premises owned or controlled by Buyer and/or Buyer's customer, Vendor will comply with Buyer's

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Purchase Order

confidentiality, security and safety policies applicable to such premises and keep the premises free and clear of all mechanics' liens and will furnish Buyer with such certificates and/or waivers as requested by Buyer; (iii) the Products will be free from defects in manufacture, materials and workmanship, and will be fit and safe for the use(s) normally and reasonably intended; (iv) the Products are of merchantable quality, will perform in conformance with the descriptions, standards, samples and/or specifications supplied or shown by and/or to Buyer or generally used by Vendor to describe and/or display the Products, subject to this Purchase Order and all Services shall be performed with promptness and diligence, in a professional and workmanlike manner in accordance with the practices and standards observed by the leading companies in Vendor's industry when performing similar services and any specifications supplied or shown by Buyer, provided by Vendor, and/or set forth in this Purchase Order; (v) the Products and all materials provided to Buyer under this Purchase Order are new and do not contain anything used, refurbished or reconditioned; (vi) the Products (including their labeling and packaging) and Services will not violate or infringe any intellectual property of any third party or any other right of any third party; (vii) Vendor has paid and will continue to pay all licenses and/or royalties related to the Products and Services (Vendor shall provide Buyer evidence of payment of all such licenses and royalties prior to delivery of the Products or Services and as requested Buyer); (viii) if applicable, Vendor will provide a manufacturer's warranty to end-users of the Products that is in compliance with all applicable laws and generally consistent with, or superior to, industry standards; (ix) Vendor shall ensure that its employees and subcontractors performing Services have the legal right to work in the country(ies) in which they are assigned to work and have successfully completed Vendor's pre-employment screening process; there are no restrictions on the sale of Products or Services by Buyer to others; (x) Vendor has and will comply with all federal, state and local laws, statutes, regulations, and ordinances and applicable industry standards (and shall promptly provide to Imagine, when requested, copies of all relevant certifications, attestations, and regulatory and product performance certifications) relating to the manufacturing, sale, packaging, labelling, testing, certifications, delivery, and installation of any Product (including, each component of any Product) or Service sold to Buyer and/or listed on this Purchase Order including, without limitation, all laws and regulations relating to health, safety, environment, serial and identification numbers, manufacturing, packaging, labeling and country of origin designation, toxic or hazardous substances, customs and importation requirements (including anti-dumping regulations), anti-bribery, voluntary or mandatory compliance certifications (e.g., Underwriter's Laboratories, Inc., CE, CSE, etc.), and employment, non-discrimination, workplace safety, data privacy, and accessibility requirements and including, without limitation and to the extent applicable, all requirements and regulations under REACH, RoHS, California Proposition 65, any Conflict Minerals laws, CONEG, and the Foreign Corrupt Practices Act; and (xi) the Products are not produced, manufactured, assembled or packaged, and the Services are not performed, by the use of forced labor, prison labor or illegal child labor, and the Products were not trans-shipped for the purpose of mislabeling, evading quota or country of origin restrictions or for the purpose of avoiding compliance with forced labor, prison labor or child labor laws. Vendor acknowledges that Buyer will only purchase Products, either directly or indirectly, from those manufacturers and suppliers that comply with provisions of this Section 5.a. and with applicable law. Vendor shall provide Buyer with evidence of all such certifications or compliance prior to delivery of the Products and upon any Buyer request. Subject to Buyer's prior written approval, and provided Buyer does not subsequently revoke its approval of the use, of subcontractors, Vendor may use subcontractors in Vendor's

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provision of Products or Services under this Purchase Order. As between Vendor and Buyer, Vendor shall be solely responsible for any Products provided or Services completed by such subcontractors to the same extent as if they were being provided or completed directly by Vendor. All warranties offered by Vendor, its subcontractors, or any Vendor manufacturer or supplier of Products shall extend to Buyer and Buyer's customers and Vendor hereby assigns all of its rights under such warranties to Buyer.

b. Limited Warranties. Vendor hereby warrants and represents to Buyer, in addition to any and all warranties and implied warranties provided under the Uniform Commercial Code and in Section 5.a. above, that the Products and Services will conform to the representations made by the Vendor in its' written limited warranty policy provided with the Products or Services for the time period specified in such warranty. However, any limitation on remedy set forth in such written warranty policy and any inconsistencies in such written limited warranty with Section 5.a. above shall not apply between Vendor and Buyer, and Vendor agrees that the provisions of this Purchase Order shall apply. Vendor also agrees that if any Products or Services prove to be in violation of any warranty made by Vendor in its' written limited warranty policy or as set forth in Section 5.a. above, Vendor agrees to refund to Buyer the amounts paid by Buyer for the Products or Services and to reimburse Buyer for all other reasonable costs incurred by Buyer as a result of Vendor's breach of warranty or, if requested by Buyer, Vendor shall replace or correct the Products or Services as set forth in Section 4 above. If Buyer returns defective Products to Vendor for credit, all return shipping and handling costs incurred will be the sole responsibility of Vendor.

c. Designated Warranty. If Vendor does not provide a written limited warranty policy with a Product or Services, then for purposes of Section 5.b. above, Vendor represents and warrants to Buyer that the warranties set forth in Sections 5.a. and 5.b. above shall continue for a period of one (1) year from the date Buyer receives the Products or Services from Vendor.

6. Default and Remedies.

a. Events of Default. Vendor shall be deemed to be in default if it breaches any of its representations and warranties in, or the terms and conditions of, this Purchase Order, fails to timely perform any of its obligations hereunder (including, without limitation, late delivery of Products or Services), becomes insolvent, has a petition in bankruptcy or other insolvency proceeding filed by or against Vendor under any state or federal law, or if Vendor performs or fails to perform any other act, whether pursuant to this Purchase Order, another agreement, or otherwise, which gives Buyer reasonable grounds to feel insecure with respect to Vendor's future performance hereunder.

b. Buyer's Remedies. Upon default by Vendor, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or by operation of applicable law: (i) reject or revoke acceptance of any or all of the Products or Services, whether or not such Products or Services are defective; (ii) terminate this Purchase Order without any obligation whatsoever with respect to

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Products yet delivered to, or Services performed for, Buyer at the time of such termination; and/or (iii) Vendor shall reimburse Buyer for all foreseeable consequential and incidental damages and other damages, losses or expenses, including, but not limited to, lost profits, delay damages, costs for storage and attorneys' fees incurred by Buyer as a result of such default. In addition, and without limiting the other rights and remedies of Buyer, Vendor agrees to immediately notify Buyer in writing of any known violations of applicable law and to buy back the Products (if Buyer requests) at Buyer's costs plus freight and storage. Vendor also agrees to reimburse Buyer for any fees or penalties, including attorneys' fees and costs, which are incurred by Buyer as a result of Vendor's violation of law. Delay by Buyer in exercising any right or remedy hereunder shall not waive such right or remedy.

7. General Provisions.

a. Confidentiality and Proprietary Information. If, and to the extent that, Buyer and Vendor are parties to a current separate confidentiality agreement or other non-disclosure agreement (a "Confidentiality Agreement"), such Confidentiality Agreement shall govern and if the parties have not entered into a Confidentiality Agreement, this Section shall apply to Vendor's use of Proprietary Information (as that term is defined below). Vendor shall not disclose to any third party any pricing, technical, sales, financial, customer, vendor, or other proprietary information, whether in written, electronic, or other form or marked as "confidential", furnished by Buyer to, or acquired by, Vendor in connection with the implementation or fulfillment of any Purchase Order or its relationship with Buyer (collectively "Proprietary Information"), shall ensure all Proprietary Information in its possession or control is kept confidential, and is only used for purposes of Vendor's fulfillment of its obligations under this Purchase Order. Title to such Proprietary Information shall at all times remain the absolute property of Buyer. Upon completion of the Purchase Order or as requested by Buyer, Vendor shall promptly return to Buyer, or destroy, such Proprietary Information.

b. Indemnification. Vendor, at its sole cost and expense, shall defend and indemnify Buyer against any liability, claim, demand, action, cause of action, lawsuit, loss, damage, injury, expense, cost, settlement, penalty, or judgment (collectively, "Claims") Buyer may suffer or incur (including reasonable attorneys' fees and expenses) arising out of, relating to, pertaining to, or concerning any (i) allegation that any of the Products infringes on any patent, trademark, copyright or any other intellectual property rights or other proprietary rights claimed by any third party, or (ii) personal injury or property damage that was directly or indirectly caused by the use of or any defect in any Products or Services or resulting from Vendor's negligence or willful misconduct, or (iii) breach, nonperformance, or non-fulfillment by Vendor of any of its representations, warranties, covenants, duties or obligations under this Purchase Order. Buyer agrees to notify Vendor in writing of any such Claim promptly after learning of the same and to reasonably assist and cooperate in the defense or settlement of such Claim at Vendor's sole expense. Vendor's indemnification and hold harmless obligations set forth above shall apply to each recall of any Product, whether voluntary or involuntary, as requested or required by any governmental agency and to the expenses incurred by Buyer to assure compliance with such recall or any other federal, state or local laws, statutes or regulations. In the event of a recall of a Product, Vendor shall, subject to Buyer's request and approval and at

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Vendor's expense, prepare and mail to Buyer's customers who purchased such Product written notification of the recall.

c. **Insurance.** Vendor shall maintain, with an insurance company having an A.M. Best rating of A or better, commercial general liability insurance with a combined single limit of at least \$2 million per occurrence for bodily injury, including death, and property damage and with Buyer named as an additional insured_and shall contain provisions waiving subrogation against Buyer.

d. **Governing Law.** This Purchase Order shall be interpreted and enforced pursuant to the laws of the State of Delaware without regard to any conflict of law provisions thereof. With respect to any dispute, controversy or claim arising out of or relating to this Purchase Order or the relationship between the parties, each of the parties agrees and consents to the jurisdiction of and exclusive venue in the United States District Court, District of Minnesota, Fourth Division, or in the Minnesota State Courts located in Hennepin County.

e. **Assignment.** Neither Buyer nor Vendor may assign any rights or obligations under this Purchase Order to any third party without the prior written consent of the other party (except as to any warranty pass-through as set forth in Section 5.a); provided, however, Buyer may assign, without the written consent of Vendor, its rights and obligations under a Purchase Order to any of its current or future parents, or majority owned affiliates or subsidiaries, or pursuant to any merger, acquisition, or other business reorganization.

f. **Custom Work Product.** Buyer shall own all intellectual property rights (including but not limited to copyrights, patents, trade secrets, or other proprietary information) in, and have the sole right to use, all Custom Work Product (as that term is defined below) provided by Vendor under this Purchase Order. Custom Work Product will be deemed to be "works made for hire" owned by Buyer upon their creation. To the extent that any Custom Work Product is not deemed to be a "work made for hire" and thus the property of Buyer by operation of law, Vendor hereby irrevocably assigns, transfers and conveys to Buyer, without further consideration, all of its right, title and interest (including all intellectual property rights) in and to such Custom Work Product. Vendor agrees to execute such other documents or take such other actions as Buyer may reasonably request to perfect Buyer's ownership of any Custom Work Product. "Custom Work Product" means all deliverables and other work product (including all inventions, processes, templates, designs, creative, reports, recommendations, analyses, computer programs, documentation, and data) created by Vendor in its performance of the Services for Buyer.

g. **License.** Vendor hereby grants to Buyer a limited, non-exclusive license to use the trademarks, logos, photographs, quotations, testimonial narratives, copyrights, and/or artwork owned by or licensed to Vendor (and which is not Custom Work Product) and included on the Products provided by Vendor, and/or used in connection with the Products for the purpose of advertising, selling, and/or promoting such Products to Buyer customers in or through any media, including, but not limited to, catalogs, internet, exhibitions, publications, and commercial art. Vendor warrants that all Products in which the name of Buyer or any other trademark or proprietary name of Buyer is affixed shall not be sold, shipped, or otherwise disposed of except at the specific direction of Buyer.

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h. **Publicity.** Without the written consent of Buyer, Vendor shall not make or issue any public announcement, press release, advertisement, or marketing materials that refer to Buyer, to Buyer's acquisition of Products or Services from Vendor, or to any other subject matter of this Purchase Order; provided, however, this provision shall not prevent a party from publicly disclosing information that it reasonably determines it is required to disclose or file to comply with securities laws or other legal requirements.

i. **Amendments.** Subject to Buyer's right to cancel or modify the delivery of any Products or Services by Buyer as set forth in Section 1, modifications or amendments to this Purchase Order must be in writing and signed by authorized representatives of both parties. No course of dealing between or among any persons having any interest in this Purchase Order shall be deemed to change any part of this Purchase Order or any rights or obligations of any party under, or by reason of, this Purchase Order.

j. **Audits.** Buyer, its auditors (internal and external), and other representatives (collectively, "Auditors") shall have the right to audit the systems, records, practices and procedures of Vendor (and any of its applicable subcontractors) that pertain to this Purchase Order. Such audits will be conducted during business hours with reasonable advance notice. Vendor will cooperate fully with Buyer and its Auditors with respect to such audits and shall promptly correct any issues or problems discovered as part of the audit. Such audits will be conducted at Buyer's expense, unless an audit determines that Vendor overcharged Buyer by an amount equal to or greater than five percent of Vendor's total charges invoiced under this Purchase Order with respect to the time period being audited, in which case Vendor will reimburse Buyer for the cost of the audit. Vendor shall retain its records pertaining to its performance of the Purchase Order for the longer of two years after the date of completion of this Purchase Order or as required by applicable law. If requested by Buyer, Vendor shall provide documentation of its ISO 9001, similarly recognized standards certification or its established quality program.

k. **Miscellaneous.** To the extent Vendor is to provide any services to Buyer, Vendor shall have the sole and exclusive control over its employees, agents, and/or subcontractors who provide such services and overall employment policies relating to wages, hours, working conditions, or other conditions of its employees, agents or subcontractors. Vendor acknowledges that it has the sole and exclusive right to hire, transfer, suspend, layoff, recall, assign, discipline, adjust grievances, and discharge said employees, agents, and/or subcontractors: provided, however, Vendor shall provide reasonable notice to Buyer if any such actions shall affect the services to be provided to Buyer. Neither party shall have the right to bind the other, transact business in the other's name or in any manner make any promises, or representations on behalf of the other except as otherwise provided in this Purchase Order. If any provision of this Purchase Order is, for any reason, held to be invalid, illegal or unenforceable by a court of law, such provision may be reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity or unenforceability of any provisions of these conditions shall not render invalid the remainder of these conditions or any other contract between the parties.

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VENDOR ACKNOWLEDGEMENT

THE TERMS OF THIS PURCHASE ORDER ARE AGREED AND ACCEPTED:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved By: JHENCHAL

*** PLEASE NOTE: VENDOR INVOICE MUST CONTAIN REFERENCE TO P.O. NUMBER 544486 ***

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