

Purchase and Sales Agreement

This is a purchase and sales agreement ("Agreement") between Labels, Inc. (the Seller) and its customer (the Buyer).

Quantity: As the goods covered by this order are made to order, Seller is to be allowed to complete the order with a ten percent overrun/underrun of the amount ordered, unless otherwise mutually agreed.

Art, Plates, and Tooling: Artwork, plates and tooling, when created by Seller shall remain Seller's exclusive property.

Delivery: The promised date for completion of this order or shipment is made with the best intentions, but delivery of all orders accepted are subject to strikes, lockouts, fires, floods, accidents, and all other causes unavoidable or beyond Seller's control. Seller is not responsible for delays or damages to goods in transit, since delivery by carrier is for the account of the customer.

Warranty: Seller warrants only that the goods sold shall be in accordance with the description thereof on the reverse of this invoice. Seller shall not in any event be liable for breach of warranty in any amount exceeding the purchase price of the goods. Seller does not warrant (either expressly or by implication) the suitability of said goods for any use to which they may be put, and Seller shall not be liable for any spoilage or other injury or damage resulting from the use of said goods or anything placed or packed therein, thereon, or therewith. Notice of shortages or failure of goods to meet specifications must be furnished within 15 days after receipt of goods.

Limitation of Liability: Buyer agrees and acknowledges that Seller's liability for any claims, whether in contract, tort, law or equity shall not exceed the purchase price of this order. Buyer further agrees and acknowledges that Seller shall not be liable for any indirect, consequential, multiple, or punitive damages and/or attorneys' fees resulting in any way from the manufacture, design, or sale of its products. Buyer further assumes all patent, trademark and copyright liability for goods manufactured to Buyer's design or specifications, or specially designed by Seller to meet Buyer's requirements.

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