

Deluxe Corporation Purchase Terms & Conditions

The following standard purchase terms and conditions only apply to purchasing transactions (including but not limited to purchase orders) that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties.

- 1. ACCEPTANCE AND TERMS AND CONDITIONS.** The purchasing transaction (including but not limited to purchase orders), together with these terms and conditions, and any attachments, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively, the "Order"), constitutes the entire agreement between the Deluxe Corporation entity listed on the Order ("Deluxe") and the supplier ("Supplier") identified in the Order, for the products, materials or services ("Products") listed on the Order.

Deluxe's submission of the Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms on the Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Order, even if Supplier purports to condition its acceptance of the Order on Deluxe's agreement of such different or additional terms. Supplier's electronic acceptance, acknowledgement of this Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions.

These terms and conditions may be modified by Deluxe at its discretion.
- 2. ORDERS/CHANGES/AMENDMENTS.** Upon written notice to Supplier, Deluxe shall have the right at any time to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. At any time prior to the shipment of an Order, Deluxe may cancel the Order in whole or in part upon written notice to Supplier.
- 3. DEFAULT.** Time is of the essence of this Order. Deluxe reserves the right to cancel on written notice, in whole or in part, this Order (a) in its sole discretion and without cause, or (b) in the event Supplier fails to perform any of the provisions of this Order, or so fails to make progress as to endanger performance of this Order in accordance with its terms, or if shipments are not made as promised or deliveries are not made within specified time, or (c) if Supplier becomes insolvent or files a petition of bankruptcy. Upon notice of termination, Supplier shall transfer title and deliver to Deluxe work in progress or completed Products as may be requested by Deluxe. Deluxe shall have no liability to Supplier beyond payment of any balance owing for Products purchased hereunder and delivered to and accepted by Deluxe prior to Supplier's receipt of the notice of termination, and for work in progress requested for delivery to Deluxe.
- 4. PRICES/PAYMENT TERMS/DISCOUNTS.** Prices stated in the Order include all raw materials, all freight and delivery charges to Deluxe's selected destination, packaging, pallets, set-up charges and all work, services, undertakings and other items of expense required for Supplier's performance hereunder. Payment terms are net 60 days from receipt of invoice. Deluxe reserves the right to withhold payment for any Products and/or

shipments

1. invoiced improperly or which are defective or non-conforming in its sole discretion and such right to withhold payment shall continue until the invoice or shipment is corrected or the defective or non-conforming product is replaced. Supplier must give Deluxe a minimum of 60-day written notice and provide material proof on any proposed price increases. Deluxe and Supplier must mutually agree to any price increase prior to implementation.
5. **PACKAGING AND LABELING.** All items are to be packaged and labeled in accordance with the requirements as described in the Deluxe Supplier Manual ("Supplier Manual") (<http://www.deluxe.com/about-deluxe/working-with-deluxe/supplier-information>).
6. **NOTIFICATION OF HAZARDOUS PRODUCT.** Supplier shall notify Deluxe of any inherent hazard related to the Products being purchased that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Such written notice shall be sent to Deluxe's buyer designated in the Order and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by Deluxe or others and any additional information that Deluxe should reasonably expect to know to protect its interest.
7. **INSPECTION.** Irrespective of any prior payment made under an Order, all items delivered in accordance with an Order shall be subject to final inspection and approval upon delivery at the designated site or when operating tests are possible after incorporation into Deluxe's products. Any article rejected because of defective material or workmanship or nonconformance to specifications or samples or Supplier's warranties or otherwise pursuant to the provisions of an Order, may be returned to Supplier at Supplier's risk and expense, including transportation both ways. Deluxe is not required to accept any item which does not conform to an Order.
8. **SHIPPING TERMS.** All Products will be shipped FOB destination, Deluxe's dock unless otherwise specifically stated in the Order. Title and risk of loss shall not pass to Deluxe until delivery of the goods to the location designated in the Order and acceptance by Deluxe. If Deluxe rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Supplier. The responsibility of freight damaged merchandise will be assumed by Supplier. No charges for unauthorized transportation will be allowed. No early or over shipments will be made by Supplier without Deluxe's prior written consent.
9. **WARRANTY.** Supplier represents and warrants that the Products will meet and conform to the product specifications contained in an Order, and will be free from defects in workmanship and materials. In addition to the foregoing and not in limitation thereof, the Products will conform to generally accepted standards for the type of work involved and will conform to any representations or warranties made by Supplier. Supplier will, within ten (10) days after receiving notice from Deluxe, replace, at no cost to Deluxe (including the cost of returning the nonconforming product as well as the freight costs to ship the replacement product to Deluxe), any Products which are nonconforming or defective, or at Deluxe's option, and at Supplier's expense, return to Supplier or dispose of the defective or nonconforming Products after having obtained Supplier's consent will refund the purchase price paid by Deluxe for such Products. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER

1. EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **INSURANCE.** Supplier will carry the following insurance:

- a. Commercial General Liability insurance, including bodily injury, property damage, blanket contractual and products/completed operations coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate.
- b. Statutory Worker's Compensation insurance in accordance with applicable laws.
- c. Employer's Liability subject to a limit of an amount not less than \$500,000 per each accident by accident or disease.
- d. Umbrella Liability in an amount not less than \$5,000,000.

Each policy required under this section will (i) be primary and noncontributing to any insurance procured by Deluxe, and (ii) be endorsed to provide that the insurer or insurers waive any right of subrogation against Deluxe. Supplier agrees to notify Deluxe with thirty (30) days advance written notice should any of these coverages be canceled or materially changed.

11. **CONFIDENTIAL OR PROPRIETARY INFORMATION.** Notwithstanding any document marking to the contrary, any knowledge or information which Supplier will have disclosed or may later disclose to Deluxe, and which in any way relates to the Products covered by this Order will not, unless otherwise specifically agreed to in writing by Deluxe, be deemed to be confidential or proprietary information, and will be acquired by Deluxe, free from any restrictions. Supplier will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by Deluxe in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Deluxe's prior written consent. Except as required for the efficient performance of this Order, Supplier will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Deluxe. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Order, Supplier will promptly return to Deluxe all materials incorporating any such information and any copies. Supplier agrees that no acknowledgment or other information concerning this Order and the Products provided will be made public by Supplier without the prior written agreement of Deluxe.

12. **INDEMNIFICATION.** Supplier shall indemnify and hold Deluxe and its affiliates harmless and, on Deluxe's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the Products, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any Products by Supplier, any breach by Supplier of any of its obligations hereunder, or any other act, omission or negligence of Supplier or any of Supplier's employees, workers, servants, agents, subcontractors, or suppliers. Supplier shall, on request, pay or reimburse Deluxe or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Deluxe or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Supplier will, at its own expense and at Deluxe's option,

either procure for

1. Deluxe the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

13. LIMITATION OF LIABILITY. DELUXE'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY DELUXE FOR THE PRODUCTS. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, DELUXE SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF DELUXE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. COMPLIANCE WITH LAWS. Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Deluxe liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or Deluxe in retaining or obtaining business or in performing the Work.

15. AUTHORIZED SUBCONTRACTORS. Supplier shall not delegate or otherwise subcontract any part of its obligations or performance hereunder to any affiliate or third party unless: (a) Deluxe consents in writing in advance, which consent may be granted or withheld by Deluxe in its sole discretion; and (b) such affiliate or third party agrees in writing to be bound by the terms and conditions of this Order ("Authorized Subcontractor"). Supplier shall be responsible for enforcing the requirements of this Order with any Authorized Subcontractor and shall be responsible and liable to Deluxe for any breach of such terms and conditions and any Authorized Subcontractor acts or omissions.

16. MISCELLANEOUS.

a. Supplier will adhere to the Supplier Manual. In addition, Supplier will abide by California Proposition 65 and Deluxe's Supplier Code of Ethics, Conflict Mineral and other policies listed on Deluxe's Supplier Information website (<http://www.deluxe.com/about-deluxe/working-with-deluxe/supplier-information>).

b. This Order shall be interpreted under the laws of the State of Minnesota, without regard to that body of law controlling conflicts of law. Supplier hereby submits and agrees to be subject to the exclusive jurisdiction of the Federal and State courts in Ramsey County, Minnesota in any suit or proceeding arising out of or relating to this Order. In any suit or proceeding to enforce rights under this purchase order, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

c. Supplier may not assign any right under this Order without prior written consent of Deluxe. Any such attempted assignment without proper consent shall be wholly void.

a.	Supplier will not change, without Deluxe's prior written consent, the manufacturing source or
d.	location in connection with any production of any of the Products as of the commencement date of this Order.
e.	When any of either party's employees or representatives are at a facility of the other party the visiting party shall be responsible for such employees and representatives abiding by all security and other applicable facility rules established by the visited party.
f.	Deluxe and Supplier are independent contractors, and nothing in this purchase order shall create a partnership, joint venture or employer-employee relationship. Neither Deluxe nor Supplier shall act as or hold itself out to be the agent of the other.
g.	Each of the rights or remedies reserved to Deluxe in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Deluxe in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Deluxe shall be deemed to be a waiver of any such right or remedy.
h.	If any provision of this Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Order.
i.	This Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
j.	All notices, consents, waivers and other communications required or permitted to be given pursuant to this Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to Deluxe shall be sent to the buyer designated in the Order, and to Seller at its address as set forth in an Order, or at such other address as either party may designate in writing to the other party.