

## LIMITED WARRANTY

Houston Carton, Inc. ("**Houston Carton**") warrants, to the original purchaser only, its products to be free from defects in material and workmanship for a period of 30 DAYS from the date of delivery. During the warranty period Houston Carton will either, in its sole discretion, replace with new materials of the same or similar type, or refund the purchase price of all materials, which prove in its judgment to be defective. This warranty shall not apply to any products which have been subject to accident, negligence, abuse or misuse, including without limitation exceeding the product capabilities for each type of product offered by Houston Carton.

THE ABOVE WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND HOUSTON CARTON MAKES NO FURTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. **FINAL DETERMINATION OF THE SUITABILITY OF THE PRODUCTS DESCRIBED ON THE FACE OF THIS DOCUMENT FOR THE USE CONTEMPLATED BY PURCHASER IS THE SOLE RESPONSIBILITY OF PURCHASER**, AND HOUSTON CARTON SHALL IN NO WAY BE RESPONSIBLE FOR THE SUITABILITY OF THE PRODUCTS FOR ANY PARTICULAR END USE.

HOUSTON CARTON'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR PRODUCTS WHICH IN THE JUDGMENT OF HOUSTON CARTON FAIL TO MEET SPECIFICATIONS SHALL BE LIMITED AS FOLLOWS: REPLACEMENT OF DEFECTIVE PRODUCTS, REPAIR OF DEFECTIVE PRODUCTS, CREDIT OR ALLOWANCE FOR DEFECTIVE PRODUCTS. HOUSTON CARTON SHALL ELECT THE CHOSEN REMEDY IN ITS SOLE AND UNFETTERED JUDGMENT. HOUSTON CARTON SHALL NOT IN ANY CASE BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS, **AND HOUSTON CARTON SHALL NOT BE LIABLE IN ANY EVENT FOR LOST PROFITS, DOWN TIME OR LOSS OF OR DAMAGE TO CONTENTS, OR FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH PURCHASER HEREBY EXPRESSLY WAIVES.**

Any default by Purchaser in the payment of any amount when due under this Document, or any failure by Purchaser to fulfill any other obligation pertaining to the purchase of the products described on the face hereof, shall entitle Houston Carton, at its option, to all remedies available to it at law or in equity, including, without limitation, retaining all printing and cutting dies, master plates or wood cuts which are in Houston Carton's possession (IF SUCH DIES AND PLATES ARE OWNED BY PURCHASER, PURCHASER HEREBY EXPRESSLY GRANTS HOUSTON CARTON A SECURITY INTEREST AND LIEN IN AND TO SAID DIES AND PLATES) until such time as all such defaults by Purchaser have been cured to the satisfaction of Houston Carton.

Any action against Houston Carton arising out of the sale or use of the products described on the face of this Document, or by reason of any state or federal statutory provision relating thereto, shall be commenced within one (1) year from the date such cause of action arises; otherwise the same shall be barred notwithstanding any statutory period of limitations to the contrary. The parties agree that, this Limited Warranty and all agreements between the parties shall be governed by and construed in accordance with the laws of the State of TEXAS, without regard to any conflict of laws rules or analyses; provided, however, that if the laws of another state would otherwise apply and would require terms other than those or in addition to those contained herein, then this Limited Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to

prevent the invalidity of this Limited Warranty or any provision hereof or the imposition of fines or penalties or the creation of civil or criminal liability on account thereof. Venue. In the event of any dispute between the parties arising out of or in connection with this Limited Warranty or any agreement, the parties, for themselves and their successor and assigns, agree to submit to exclusive personal jurisdiction and the sole and exclusive venue for any and all causes of action including, without limitation, any and all claims, counterclaims, remedies and period of limitations defining claims of the federal, state or district courts having jurisdiction over HARRIS County, TEXAS. Each party hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court, including, without limitation, any objection or defense based on forum non conveniens.

Notwithstanding any warranties or terms and conditions which appear on any documents of any nature whatsoever, the parties hereto agree that the terms, conditions, and warranties of this sale are limited to those set forth above. Any inconsistent provisions in any order or form shall not be binding on Houston Carton unless accepted in writing by an authorized representative of Houston Carton. **Purchaser hereby agrees that acceptance of the products shipped to it under its purchase order shall constitute an acceptance by Purchaser of all of the terms of this Limited Warranty as set forth above.**

12/19/2011

