

ATTACHMENT A
QUAD/GRAPHICS, INC.
STANDARD TERMS AND CONDITIONS (V120909)

1. The Terms and Conditions set forth herein, along with any Purchase Order Release or Purchase Agreement (the "Order") to which these Terms and Conditions are attached or included by reference, and any standards or specifications provided by Quad/Graphics, Inc. (including its subsidiaries and affiliates, collectively referred to herein as "QUAD") constitute the entire terms and conditions between QUAD and Seller (the "Agreement"). This Agreement supersedes all prior communications and negotiations. Regardless of form, every Order will be deemed to include these Terms and Conditions. These Terms and Conditions may be varied only by an agreement in writing signed by QUAD. No terms and conditions in addition to or different from the Agreement contained in any invoice, acceptance or acknowledgment from Seller or otherwise communicated by Seller will be binding upon QUAD. In no event will QUAD be deemed to have waived any express or implied warranties of any kind (including any warranties of merchantability, fitness for particular purpose or those arising from any course of dealing or usage of trade) or any rights or remedies provided to it by or under any applicable law unless such waiver is expressly set forth in a writing signed by QUAD.
2. Seller, at its expense, shall comply with all federal, state and local laws, statutes, rules, regulations, codes and orders applicable to the purchase, manufacture, processing and delivery of the products or services, including, but not limited to, the Fair Labor Standards Act and the Occupational Safety and Health Act of 1970 and all laws and regulations relating to hazardous substances, including, but not limited to, Department of Transportation rules on transport of hazardous wastes and substances, E.P.A. rules governing generators/transporters of hazardous wastes and the Resources Conservation and Recovery Act of 1976. Seller shall label containers of merchandise known to constitute a health, poison, fire and/or explosion hazard in accordance with labeling laws of the jurisdiction to which the merchandise is to be shipped.
3. Seller shall comply with all federal wage, equal opportunity, affirmative action and reporting or other requirements established by applicable law. It is Quad's policy to practice equal employment and career development opportunities in recruitment, advertising, selection, placement, testing, training programs, promotion, transfer, compensation, facilities, social and recreational programs, layoff, recall and disciplinary actions including terminations. This policy is carried out for all workers regardless of race, sex, age, color, religion, marital status, sexual orientation, disability, national origin, veteran status or other legally protected status. QUAD encourages referral of qualified female, minority, veteran and handicapped temporary workers. Seller hereby certifies that, where applicable, it will fully comply with the regulations at 41 C.F.R. §§ 60-1.4(a), 60-250.4, and 60-741.5. Seller shall indemnify and hold QUAD harmless from and reimburse to it any and all costs, damages, fines and expenses (including reasonable attorneys' fees) suffered by it directly or indirectly through failure of Seller to comply with any federal, state and local laws, statutes, rules, regulations, codes and orders.
4. Except for articles manufactured to QUAD's specifications and plans, Seller agrees to defend, protect, indemnify and hold harmless QUAD and its customers from all costs, expenses, or damages (including reasonable attorneys' fees) arising out of any actual or claimed patent, trademark or copyright infringement pertaining to the items covered by the Order or any use contemplated by the parties at the time of delivery to QUAD.
5. Seller warrants that (a) all merchandise manufactured for QUAD is free and clear of all liens, encumbrances and rights of third parties; (b) it has good and marketable title to the merchandise; and (c) all merchandise and services will conform to its description and specifications and will be of good merchantable quality, free from defects in material and workmanship, fit and sufficient for the purpose intended and in compliance with Occupational Safety and Health Administration standards in effect as of the date of the Order. This warranty is in addition to any other warranties or service guarantees given by Seller.
6. Seller shall not be liable for damages occasioned by a delay in performance or delivery due to causes beyond the reasonable control and without the fault or negligence of Seller provided Seller promptly notifies QUAD in writing when such delay is apparent. However, if Seller otherwise fails to perform, or if QUAD has reasonable doubt as to Seller's ability to perform its obligations, then QUAD, in addition to its remedies at law, may revise the delivery schedule or terminate any delayed or doubtful portion of the Order without liability to QUAD.
7. Seller recognizes that while it, or its employees are performing under the Order, access may be had to certain information that QUAD or its customers consider to be proprietary and confidential (hereinafter "Confidential Information"). Seller agrees to hold all Confidential Information in trust and confidence and agrees that said Confidential Information shall be used by Seller only in regard to the performance of the Order and shall not be used for any other purpose or disclosed to any third party without the express written consent of QUAD. "Confidential Information" shall mean all information, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, technical reports, computer programs, trade and business secrets such as planning, purchasing, accounting, finance, selling, marketing and customer relations, including the business relationship between the parties, methods, apparatus, techniques, specifications, data and/or any other information, however embodied, owned or controlled by QUAD, supplied to or obtained by Seller whether in writing, orally or by observation, and whether or not marked as confidential and whether or not patentable or susceptible to any other form of legal protection. Seller shall take all reasonable precautions to safeguard the Confidential Information and to prevent its unauthorized disclosure to third parties. Seller's obligation to hold the Confidential Information in confidence shall endure for a period of five (5) years from the date of the Order, but shall not apply to any information (i) which is disclosed in publications other than as a result of any act or omission on the part of Seller or which is disclosed in any product generally available to the public other than as a result of any act or omission on the part of Seller; or (ii) was known to Seller prior to the disclosure thereof to Seller, provided that, immediately upon such disclosure, Seller shall have brought such fact to the attention of QUAD and shall have substantiated, by documentary evidence, that such information was, in fact, so known to Seller; or (iii) is legally transmitted or disclosed to Seller by a third party that owes no obligation of confidentiality to QUAD. All Confidential Information shall remain the property of

QUAD and no license or other rights in or to the Confidential Information is granted hereby.

Administrator or Contract Manager with verbal and written notice and such issue has not been reasonably resolved.

8. All rights and ownership in any invention, whether patentable or not, which is conceived or reduced to practice by Seller, whether conceived or reduced to practice by one of Seller's employees, agents or consultants solely or jointly with others, made in connection with the Order and based in whole or in part on Confidential Information, shall be the sole property of QUAD. Seller and its employees and agents shall execute such documents and take such action as QUAD may reasonably request to evidence and perfect QUAD's ownership of such invention and all patent rights, trade secrets and copyrights therein. If any such invention includes computer software, then the software shall in all cases be deemed to be "work for hire" as that term is defined in and as it may be applicable under the 1976 Copyright Act (17 U.S.C. Sec. 101, et seq.), except that to the extent that any such software may not be considered work for hire under applicable law.
9. Any molds, dies, jigs, fixtures, tools and documentation supplied to Seller by QUAD (collectively "Tools") shall remain the sole property of QUAD. Seller shall not sell or otherwise encumber QUAD's interest in the Tools, and agrees to return the Tools in the same or better condition upon demand, following instructions from QUAD for shipment. Seller agrees to assist QUAD in any efforts necessary to perfect QUAD's security interest, if any, in the Tools, and agrees that a photocopy of this Agreement may be filed in lieu of a financial statement. Seller waives any right of set-off or counterclaim that might permit the Seller to refuse to return the Tools to QUAD. Any failure of Seller to return Tools in the condition stated upon demand or to ship them as directed by QUAD shall constitute a material breach of this Agreement, irrespective of the reason for the failure. Seller shall be responsible for any damage, claims or losses arising from or relating to the Tools, including any damage to the Tools themselves, while in Seller's (or its agents') control and/or possession.
10. Invoicing requirements will vary depending upon the QUAD business group and department being serviced by Seller. Seller's invoices issued for purchases made by QUAD must contain, at a minimum, the information identified below:
 - a. QUAD Accounts Payable and bill to address;
 - b. Supplier name, address and telephone number;
 - c. Order Number (Purchase Order Release, Purchase Agreement, or other number provided by QUAD);
 - d. Purchase Order date;
 - e. Seller invoice number;
 - f. Date of invoice
 - g. The Purchase Order line number;
 - h. Ship to address and location, if applicable;
 - i. QUAD's part/item number on the release, if provided;
 - j. Manufacturer's/Seller's part number and brief Product description, including any discontinued parts and their replacement parts (consistent with packing slips);
 - k. Quantity ordered, invoice quantity, and quantity back ordered with expected delivery date, if applicable;
 - l. Unit of measure (consistent with Purchase Order, packing slip and/or quotation);
 - m. Unit price and total invoice amount;
 - n. Tax and freight broken out separately, when applicable; and
 - o. Work order number, when applicable.
11. Seller shall send confirmation of the purchase order to QUAD within 24 hours of receipt of the purchase order. This confirmation shall include:
 - (1) Confirmation of receipt of the purchase order
 - (2) Confirmation of the unit price of the items ordered by unit of measure noted on the purchase order.
 - (3) The Quad Graphics item number
 - (4) the method by which shipment will be made and the location shipped from;
 - (5) the quantity of merchandise to be shipped, and any further amounts backordered.
 - (6) The date that the shipment will be made and estimated ship date(s) of any backorder(s)
 - (7) Confirmation of the ship to location

The merchandise, must be suitably packed, at Seller's expense, marked and shipped in accordance with any shipping instructions and the requirements of common carriers, F.O.B. QUAD's destination, unless otherwise set forth in the Order in which case it shall be shipped in the manner so stated or, if none is so stated, then in a manner to secure the lowest suitable transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow any shipping instructions or (b) properly describe the shipment. Any damage to merchandise caused by Seller's faulty packaging or loading shall be charged to Seller. Seller agrees to assist QUAD in obtaining any documents and other information that may be necessary or desirable for the prosecution of claims, if any, against carriers. Delivery shall be made in accordance with the delivery dates or schedules set forth in the Order or in a separate schedule furnished by QUAD, or, if none is stated, then within a reasonable time. On blanket purchase orders, QUAD will, from time to time, issue release authorizations specifying dates, quantities and destinations for merchandise. QUAD reserves the right to change shipping schedules and/or defer shipment of the merchandise or any part thereof if QUAD's production schedule for any reason is changed, delayed or curtailed, or if any other occurrence(s) interferes with the receipt, handling and/or stocking of merchandise.
12. All merchandise is subject to QUAD's inspection and testing after arrival at the ultimate destination. If upon inspection any of the merchandise is found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of the Order, then QUAD may return such merchandise to Seller at Seller's expense or exercise any other rights or remedies available to QUAD under the Uniform Commercial Code. In the event of rejection of any of the merchandise, Seller will immediately replace all rejected merchandise at no extra cost to QUAD or, at QUAD's option, this Order may be canceled without charge or expense to QUAD. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse QUAD for (a) any amounts paid by QUAD on account of the purchase price of such returned merchandise unless QUAD has elected to have Seller replace such merchandise and (b) any costs incurred by QUAD in connection with the delivery or return of such merchandise. Risk of loss of such Products shall pass to Seller upon QUAD's delivery of such Products to the carrier. Inspection (even if it fails to disclose defects), acceptance and/or payment by QUAD of or for merchandise shall not relieve Seller of any of its obligations and/or warranties hereunder.
13. Unless otherwise stated in the Order, Seller shall be responsible for any and all loss or damage to the merchandise until delivered to QUAD at the F.O.B. point specified on the Order or, if no such

Under no circumstances will SELLER withhold *Product/Service* delivery due to payment discrepancy unless SELLER's Contract Manager has escalated the issue by providing QUAD's Contract

F.O.B. point is specified, then until delivered to QUAD's location.

14. The merchandise or service delivery schedule specified, or as revised by QUAD, must be strictly adhered to, and QUAD may refuse to accept premature shipments and/or billings, partial shipments and quantities in excess of ordered material.
15. After QUAD has accepted the first unit of Product, Seller may not make any changes to the Product that affects form, fit, function, reliability, serviceability, performance, functional interchangeability or interface capability without obtaining QUAD's written approval at least sixty (60) days before the change is implemented.
16. If applicable, Seller agrees to maintain the capability of repairing products and furnishing spare parts, service tools, documentation and instruments necessary to effectively service products furnished hereunder for at least seven (7) years from the date of the last shipment of product unless otherwise agreed to.
17. The Order is subject to cancellation by QUAD in whole or in part at any time prior to shipment. If this Order covers stock merchandise, then QUAD's only obligation shall be to pay for merchandise shipped prior to the cancellation. If this Order covers merchandise manufactured or fabricated to QUAD's specifications, then (a) upon receipt of notice of cancellation Seller shall stop all performance hereunder except as otherwise directed by QUAD; (b) provided that Seller is not in default hereunder, QUAD shall pay to Seller the costs incurred by Seller in manufacturing or fabricating the merchandise prior to the date of cancellation; and (c) upon such payment, title to any materials and any completed or uncompleted merchandise shall pass to QUAD. In the event of a breach by Seller of any of the terms of this Agreement, including Seller's warranties, QUAD may, at its option and without prejudice to or limitation of any of its other rights, cancel any undelivered merchandise.
18. For all Products that are sold to QUAD under a cost plus pricing structure, Seller agrees that QUAD shall have the right to examine any cost books, records, and invoices relating to the Products purchased pursuant to this Agreement. QUAD agrees to provide reasonable notice to Seller prior to audit activities at Seller's facility. Seller agrees to maintain cost records for a minimum of three (3) years. Unless otherwise agreed to by the parties, Seller's cost is defined as the price at which Seller is invoiced minus any credits, rebates or refunds that the Seller receives from its supply relationships during the term of this Agreement.
19. The relationship between QUAD and Seller is that of independent contractors. Neither party will do anything that has the effect of creating an obligation by the other party to any third party. Each party agrees to indemnify the other party for all damages and costs the injured party incurs that arise from the breach of this commitment.
20. Seller shall not subcontract, hire or otherwise involve any third party in providing the merchandise or services covered by the Order without prior written consent of QUAD. If such consent is granted, then Seller agrees that all subcontractors will receive a copy of these Terms and Conditions and must agree to be bound by them prior to commencing work on any project. Seller may not assign or transfer this Agreement, or the right to any money due under it without QUAD's prior written consent. Any entity that shall succeed to the rights of QUAD shall be entitled to enforce QUAD's rights hereunder.
21. Seller agrees that no public acknowledgment or other information concerning this Agreement and the merchandise or services provided hereunder shall be made public by the Seller without the prior written consent of QUAD, except as may be required by law.
22. Seller agrees to indemnify, defend and hold harmless QUAD, its officers, directors, agents and employees from and against any and all claims, actions, causes of action, demands, rights, losses, damages and costs (including reasonable attorneys' fees) arising out of any injuries or death sustained by any and all persons and damage to any property brought or asserted against QUAD by reason of the merchandise or services supplied by Seller pursuant to the Order. If, incident to the Order, Seller performs any work on QUAD's premises, then Seller assumes all liability for injuries to persons, including death resulting therefrom, and for damage to property wherever located, caused by or resulting from the acts or omissions of the fault or negligence of Seller, its agents, servants or employees; and Seller agrees to protect, defend, indemnify and hold QUAD harmless from and against all costs, rights, losses, damages, claims, actions or causes of action arising out of or relating to any such injury or damage. Seller agrees that the obligations assumed herein will survive the termination or expiration of the Order or this Agreement.
23. For all outsourced work which includes any operation making, changing, trading, re-labeling or repackaging of *FSC*, *SFI* or *PEFC* certified material, Quad will have the right to audit the outsource operations for compliance with applicable requirements of such certifications.
24. Failure of QUAD to insist upon strict performance of any of the terms and conditions in this Agreement shall not be considered a continuing waiver of any of QUAD's rights, or of such terms and conditions. These terms and conditions are subject to change without notice at QUAD's sole discretion, which revised terms and conditions shall be effective upon delivery to Seller or posting on QUAD's internet web site at www.qg.com, whichever occurs first.
25. This Agreement shall be construed under the laws of the State of Wisconsin, which shall govern the rights of the parties. No change or modification of these Terms and Conditions shall be valid or enforceable unless in writing and signed by QUAD.