

**HALLS LLC
PURCHASE ORDER TERMS & CONDITIONS**

ALL ORDERS PLACED (WHETHER BY PAPER, FAX, ELECTRONIC OR OTHER TYPE OF SUBMISSION) BY HALLS LLC. (hereafter "Company") WITH VENDOR ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH MAY NOT BE VARIED WITHOUT THE WRITTEN CONSENT OF COMPANY.

1. ACCEPTANCE:

- A. This contract becomes effective when the Seller's written acknowledgment is approved by Company at Kansas City, Missouri. In the absence of Seller's written acceptance, any performance by Seller shall constitute acceptance of this contract in accordance with the terms and conditions herein stated.
- B. None of the terms and conditions contained in this Purchase Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Company and delivered by Company to Seller. Each shipment received by Company from Seller shall be deemed to be only upon the terms and conditions contained in this Purchase Order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Company's act of accepting or paying for any shipment or similar act of Company.

2. PAYMENT:

- A. Unless different payment terms are expressly stated on this Purchase Order, payment terms shall be Net Forty-Five (45) days from Company's receipt of a properly prepared invoice.

3. WARRANTIES:

- A. Seller warrants that all articles furnished hereunder shall be free from defects in workmanship and material and shall comply with the terms of this Purchase Order and any drawings and specifications incorporated herein. If any article delivered hereunder does not comply with any implied or expressed warranties, Company may require Seller to correct at no cost to Company, or return such defective or non-conforming article to Seller and recover from Seller the contract price and handling costs.
- B. Seller expressly warrants that the goods covered by this order are of merchantable quality and fit and safe for consumer use. C. Seller warrants that the use, sale, offer for sale, or importation of the goods delivered hereunder shall not infringe any patent covering the goods themselves or covering a process by which the goods are made, and that the goods do not infringe any other intellectual property right such as trademark or copyright. D. Seller represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and Company Supplier Code of Conduct and that Supplier's performance under this contract will comply with all applicable anti-corruption laws, including, but not limited to the US Foreign Corrupt Practices Act.
- E. The labeling of goods furnished hereunder shall comply with applicable industry guides specified by the Federal Trade Commission.
- F. Seller represents and warrants that all articles and services covered by this Purchase Order meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect or proposed as of the date of this order.
- G. Seller warrants that all goods comply with applicable Federal and state laws and regulations, including, but not limited to, the Textile Fibre Products Identification Act, the Flammable Fabrics Act, the Consumer Product Safety Act, the Food, Drug and Cosmetic Act and the Hazardous Substances Act, all as amended.
- H. Seller warrants that all inks, paints, dyes and surface coatings used in the production of this order will not contain more than 0.009% lead by weight and that all other parts, components or substrates that become part of the goods delivered under this Purchase Order will not contain more than 0.03% lead by weight.
- I. The Seller certifies the sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium in any retail, wholesale or shipping package or packaging component as well as any raw material packaging represented by this Purchase Order shall not exceed 100 parts per million (0.01%) by weight.

4. INSPECTION:

- A. Any article purchased hereunder shall be subject to inspection and test by Company, to the maximum extent practicable at all times and places including the period of manufacture in any event prior to final acceptance. Final inspection and acceptance of goods shall be made by Company after delivery or as otherwise indicated in this purchase Order and shall be conclusive except as regards latent defects and Seller's warranty obligations. No inspection, acceptance or payment shall relieve Seller from responsibility for defects or other failure to meet the requirements of the Purchase Order.

5. CHANGES:

- A. Company may at any time by a written change order issued by an authorized purchasing representative, increase or decrease the quantity of articles to be furnished hereunder, extend the time of delivery or make changes within the general scope of the Purchase Order in any one of the more of the following:

- Drawings, Designs, or Specifications
- Method of Shipment or Package
- Place of Delivery

An equitable adjustment in price shall be made as a result of the above.

6. INVOICES:

- A. Invoices shall be submitted in duplicate and shall contain the following information:

Company Purchase Order Number	Description of Articles	Quantities	Extended Totals
Item Number	Sizes	Unit Prices	Sales Tax

7. DEFAULT:

- A. Time of delivery is the essence of this Purchase Order. Company may, by a written notice of default to the Seller, cancel the whole or any part of this Purchase Order if Seller fails:
 - (1) To make delivery of the goods or to perform the services within the time specified herein, or any extension thereof by change notice;
 - (2) To replace or correct defective goods in accordance with the provisions of the paragraph entitled "Warranties"; or
 - (3) To perform any of the other provisions of this Purchase Order or fails to make progress so as to endanger performance of this Purchase Order.

8. TERMINATION:

- A. Company may at any time and by written notice terminate this contract or any part thereof at its convenience.

9. SHIPMENT:

- A. All goods are to be packed in accordance with sound commercial practice unless otherwise specified in this order.
- B. A complete packing list shall be enclosed with all shipments hereunder.
- C. Seller shall mark all shipments with the necessary shipping information including the Company Purchase Order Number, dates of shipment, and addresses of consignor, consignee, and the Seller with whom the order was originally placed.
- D. Direct shipments by other than the Seller as shown on the Purchase Order may not be made without prior notification and approval by Company.
- E. Substitutions, excess quantities and untimely shipments are not acceptable without Company's express written approval. Non-conforming shipments may be held at Seller's risk and exposure or returned to Seller at its expense, at Company's option.

10. GENERAL:

- A. Company assumes no responsibility for any materials or goods shipped without a signed Purchase Order having been issued.
- B. When furnished or purchased by Company, tools or dies together with incidental fixtures and materials necessary for the manufacture of goods ordered shall remain the property of Company, be used in production of goods for Company and kept in repair by Seller for the reasonable life expectancy of the tools or dies. In the event that Company does not reorder goods produced by such tools, dies for a period of two years, Seller shall have the right to dispose of such tools at Company's directions.
- C. This agreement shall be governed by the Uniform Commercial Code in the State of Missouri as effective and in force on the date of this agreement. The warranties set forth in this agreement, and any remedies specified in connection therewith, are in addition to those provided by law, and nothing herein shall narrow or lessen the warranties and remedies available to Company by applicable law. This contract may not be assigned by Seller without Company's written consent.
- D. Materials or goods purchased hereunder may be utilized by Company in fulfilling its government contracts. Seller assures Company that it does not and will not maintain or provide for its employees any facilities in any of its establishments which are segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, individual physical or mental disability, veteran status or any other legally-protected status, and that Seller does not and will not permit its employees to perform their services in any location under its control, which maintains segregated facilities. Company and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If this contract is necessary to the performance of any federal government contract, then 29 CFR Part 471, Appendix A to Subpart A is incorporated by reference, as if fully set forth herein.

E. Proprietary information: Seller shall not at any time use or disclose Company's proprietary information without Company's prior written authorization except in the course of, in connection with and during the performance of Seller's duties under this agreement.

11. TAXES:

- A. Seller represents and warrants that it is an independent contractor for all purposes, including with respect to federal, state and local employment taxes. Seller acknowledges and agrees that Seller is solely responsible to and shall collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Seller's personnel, and that Company shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Agreement will be paid or withheld by Seller or, if assessed against and paid by Company, will be reimbursed by Seller upon demand by Company.
- B. Seller acknowledges and agrees that Company shall be entitled to deduct from any sum payable to Seller any withholding of income or other taxes, as applicable, if required by the laws of the United States, except to the extent Seller submits a certificate of exemption from, or reduced rate of withholding. Each time and material invoice submitted by Seller for payment will clearly specify the charges for services performed in the United States in order for the amount of withholding taxes to be properly determined. Company shall remit any withheld taxes to the United States tax authorities and provide Seller with an appropriate certificate of withholding. Company will not be further liable to Seller for amounts withheld and remitted to the United States tax authorities.

12. INDEMNIFICATION:

A. Seller agrees to indemnify, defend and hold harmless Company, its affiliates and subsidiaries, and their respective officers, directors, employees, and agents, from and against all claims, proceedings, lawsuits and actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of (i) damages or injuries to persons or property or violation of any right of a third party (including but not limited to infringement of intellectual property), caused by any act, error or omission of the Seller, or its subcontractors, agents, or employees of either, or (ii) Seller's breach of any of the provisions of this Purchase Order.

Halls LLC.
Agreement for Service Terms & Conditions

AGREEMENT, made by and between Halls LLC (hereinafter referred to as "Company") and the party identified on the Halls LLC service contract form or on the reverse side as contractors (hereinafter referred to as "Contractor") in consideration of the mutual covenants herein contained, the parties hereby agree to the following terms and conditions and those appearing on the reverse side.

1. Acceptance:

A. This agreement becomes effective when the Contractor's written acknowledgement is approved by the Company. In the absence of Contractor's written acceptance, any performance by the Contractor shall constitute acceptance of this agreement in accordance with the terms and conditions stated herein.

B. None of the terms and conditions contained in this agreement may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the Company.

2. Enumeration of Documents:

This agreement shall consist of this document and the completed electronic order form from Company's Ariba system or the entity identified on the Halls LLC service contract form, which are jointly referred to as the "agreement."

3. Standard of Care and Liability:

The Contractor will take all possible precautions to prevent accidents or injuries to persons or property. The Contractor assumes full responsibility for, and releases the Company from any liability for, all loss or damage for any cause whatsoever to any tools, machinery, equipment, or other vehicles owned or rented by Contractor, its agents or sub-contractors, material men or their employees or to shanties or other temporary structures maintained for the use of the Contractor on the job site. To the extent such properties are insured this agreement serves as a release by Contractor of any claim against Company and Contractor shall procure a corresponding waiver of subrogation from its insurance carriers.

4. Insurance:

Throughout the term of this agreement, Contractor agrees to maintain at its own expense the following insurance, underwritten by insurers rated at least A-, VII by the AM Best company:

A. Commercial General Liability Insurance including Products/Completed Operations, Blanket Contractual Liability applicable to any hold harmless or indemnification obligation extended to Company by Contractor under this agreement and Personal Injury Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage claims combined. The policy shall include Company as an additional insured party for claims arising from the acts or omissions of Contractor or its employees, representatives or contractors and shall be arranged to acknowledge that is primary before any other insurances available to the additional insured parties.

B. Commercial Automobile Liability Insurance applicable to all owned, non-owned, or hired motor vehicles operated in the course of Contractor's business activities and providing coverage limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined.

C. Workers Compensation insurance providing statutory benefits coverage and Employers Liability coverage with limits of at least \$500,000/\$1,000,000/\$500,000 applicable to all employees of Contractor who perform activities or work under this agreement.

D. Prior to performing work or services under this agreement, Contractor agrees to furnish Certificates of Insurance on Acord forms or the equivalent, confirming the above insurance, including all required coverage terms, to Director of Risk Management, P.O. Box 419580, Kansas City, Missouri 64141-6580, and keep said certificates current throughout the term of this agreement. Company's failure to require or demand evidence of insurance does not constitute a waiver of any requirement for Contractor to obtain insurance, nor does it limit Contractor's other obligations. Contractor agrees to notify the Director of Risk Management, in writing, 30 days in advance of any cancellation, non-renewal or coverage reduction in the required insurance. Under no circumstance will employees of Contractor be deemed to be the employees of, or under the direction or control of Company, for any reason.

5. Indemnification:

The Contractor agrees fully to defend, indemnify and save harmless the Company, its affiliates and subsidiaries, and their respective officers, directors, employees, and agents, from and against all claims, proceedings, lawsuits and actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of (i) damages or injuries to persons or property or violation of any right of a third party (including but not limited to infringement of intellectual property), caused by any act or omission of the Contractor, or its subcontractors, agents, servants, or employees of either including, without limitation, injury or damage claims asserted against Company by employees of the Contractor and/or its subcontractors in connection with the performance of this agreement, or (ii) Contractor's breach of any of the provisions of this agreement, including but not limited to paragraph 14C. The Contractor shall promptly discharge all liens for wages and materials and shall defend, indemnify and hold the Company harmless from the same. If requested by Company, Contractor shall provide lien waivers from all subcontractors and suppliers prior to final payment by Company.

6. Proprietary Information:

The Contractor shall not at any time use or disclose the Company's confidential or proprietary information without the Company's prior written authorization except in the course of, in connection with and during the performance of Contractor's duties under this agreement.

7. Default:

Violation of any of the terms of this agreement by the Contractor shall give the Company the right to cancel this agreement without notice and without liability.

8. Non-assignability:

This agreement shall not be assigned by the Contractor without the prior written consent of the Company. Any attempted assignment without the Company's written consent shall be null and void. Upon the Contractor's selling, leasing or otherwise disposing of its assets or merging or consolidating with another, this agreement (if the Company so elects) shall terminate and the Company shall be under no obligation for work done following termination.

9. Warranty:

Contractor expressly warrants that services, materials and completed job shall be of good and workmanlike quality, fit for the intended use or purpose, free of defect and shall comply with all specifications.

10. Taxes, Licenses, Fees, Etc.:

Contractor represents and warrants that it is an independent contractor for all purposes, including with respect to federal, state and local employment taxes. Contractor acknowledges and agrees that Contractor is solely responsible to and shall collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Contractor's personnel, and that Company shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this agreement will be paid or withheld by Contractor or, if assessed against and paid by Company, will be reimbursed by Contractor upon demand by Company.

Contractor acknowledges and agrees that Company shall be entitled to deduct from any sum payable to Contractor any withholding of income or other taxes, as applicable, if required by the laws of the United States, except to the extent Contractor submits a certificate of exemption from, or reduced rate of withholding. Each time and material invoice submitted by Contractor for payment will clearly specify the charges for services performed in the United States in order for the amount of withholding taxes to be properly determined. Company shall remit any withheld taxes to the United States tax authorities and provide Contractor with an appropriate certificate of withholding. Company will not be further liable to Contractor for amounts withheld and remitted to the United States tax authorities.

11. Hazardous Material:

To the extent that hazardous materials (as defined in 29 CFR § 1910.1200) are present at or enroute to any site where services are to be performed pursuant to this agreement, the parties agree to abide by 29 CFR Section 1910.1200 regarding hazardous material notifications to their employees and to each other and specifically to notify each other of the location and quantities of such hazardous materials and to provide each other, upon request, with a Material Safety Data Sheet for such hazardous material. It is understood and acknowledged that contractor has full responsibility for complying with 29 CFR Section 1910.1200 with regard to its subcontractors.

12. Termination:

The Company shall have the right to terminate this agreement at any time with written notice of termination to the Contractor. The Company shall pay the Contractor for the work performed to date of termination.

13. Entire Agreement:

It is expressly understood and agreed that this agreement contains all of the agreements and understandings between the parties hereto and that there are no oral, collateral or other agreements which are not herein set forth.

14. General:

A. The Company assumes no responsibility for any services or goods shipped or performed without a completed order form having been issued.

B. The Contractor represents and warrants to the Company that materials or goods purchased hereunder may be utilized by Company in fulfilling its government contracts. Seller assures Company that it does not and will not maintain or provide for its employees any facilities in any of its establishments which are segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, individual physical or mental disability, veteran status or any other legally-protected status, and that Seller does not and will not permit its employees to perform their services in any location under its control, which maintains segregated facilities. Company and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If this contract is necessary to the performance of any federal government contract, then 29 CFR Part 471, Appendix A to Subpart A is incorporated by reference, as if fully set forth herein.

C. The Contractor shall comply with, and cause its subcontractors to comply with, all laws, regulations and ordinances applicable to the services, work or job to be performed pursuant to this agreement, including but not limited to obtaining and maintaining any licenses, permits or other authorizations that may be required.



Halls LLC Domestic Shipping & Routing Guide

Effective: February 2017

These instructions supersede any and all previous shipping & routing guides.

Attn: Traffic Manager

Failure to comply with the shipping or routing instructions will result in a chargeback for the excess shipping charges plus a \$25.00 processing fee. Do not add freight charges to the invoice without prior approval by the Halls LLC transportation manager. Do not ship by Air without prior approval from the Halls LLC buyer.

Routing Instructions All 50 states and Canada

Shipping charges ONLY- no matter which carrier is used- should be billed to:
Halls LLC c/o Berman Blake Associates; PO Box 9202; Old Bethpage NY 11804-9002

Up to 200 lbs Preferred Carrier
FEDEX Ground with freight terms "Ship Collect"

Alternate Carrier

UPS Ground with freight terms "Ship Collect"

Air shipments must be shipped "Bill Recipient" or "Bill Receiver".
No form of payment will be made at time of receipt of the shipment.

Over 200 lbs YRC "Collect" Call 1-800-610-6500

Shipping Instructions

1. Ship to: Halls LLC, 200 E 25th St, Dock 2C, Kansas City MO 64108
2. Halls LLC purchase order number must appear on all cartons, packing slips and invoices. Mark multiple carton orders, 1 of 5, 2 of 5, 3 of 5, etc.
3. Prepare one goods invoice for each shipment against each PO number.
4. Enclose a goods packing slip or a copy of the invoice on the lead carton.
5. NEW - Email original invoice to: hallsaccounting@hallmark.com or mail to: Halls LLC, 2450 Grand Blvd, Suite 333 Kansas City MO 64108-2524.

Contacts

Halls LLC Buying Office (816) 274-8463
Dorothy.Watson@hallmark.com

Billing Inquiries (816) 274-5126
CustomerCare.AP@HallmarkGlobalServices.com

Should you have any shipping or routing questions, please contact me at (816) 274-8481.

Larry Hannah
Larry.Hannah@hallmark.com
Transportation Manager



Halls LLC International Shipping & Routing Guide

Effective: February 2017

These instructions supersede any and all previous shipping & routing instructions.

Attn: Traffic Manager

Failure to comply with the shipping or routing instructions will result in a chargeback for the excess shipping charges plus a \$25.00 processing fee.

Import Broker: Expeditors International Phone: 001- 816- 880-0900
Kansas City, MO, USA, 64153

Routing Instructions

No form of payment will be made at the time of receipt of shipment.

Preferred Carrier

Up to 40 Kilos:

FedEx International Priority "Ship Collect" – Insured

Use the FedEx Expanded Service International Air Waybill (Part No 158411)

Complete section: 6b. Broker Selection

or

Generate shipment electronically through FedEx.com

Over 40 Kilos:

Ocean Freight – Use Consolidator - Insured

Shipping Instructions

1. Ship to: Halls LLC, 200 E 25th St, Dock 2C, Kansas City MO 64108
2. Halls LLC purchase order # must appear on all cartons, packing slips and invoices. Mark multiple carton orders, 1 of 5, 2 of 5, 3 of 5, etc.
3. Prepare one invoice for each shipment against each PO number.
4. Enclose a packing slip or a copy of the invoice on or in the lead carton and indicate as such.
5. NEW - Email original invoice to: hallsaccounting@hallmark.com or mail to: Halls LLC, 2450 Grand Blvd, Suite 333 Kansas City MO 64108-2524.

Contacts

Buying Office 001-816-274-8463

Dorothy.Watson@hallmark.com

Billing Inquiries 001-816-274-5126

CustomerCare.AP@HallmarkGlobalServices

Should you have any shipping or routing questions, please contact me at 001-816-274-8481.

Thank you,

Larry Hannah

Larry.Hannah@hallmark.com

Transportation Manager