

Hallmark Cards, Incorporated

Contract for Service Terms & Conditions

ALL ORDERS PLACED (WHETHER BY PAPER, FAX, ELECTRONIC OR OTHER TYPE OF SUBMISSION) BY HALLMARK CARDS, INCORPORATED OR ITS SUBSIDIARY IDENTIFIED IN THE PURCHASE ORDER WHICH IS PLACING THIS PURCHASE ORDER. (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 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 contract 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- B. None of the terms and conditions contained in this agreement may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the Company.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.

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 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:

During the term of this agreement, the Contractor agrees at its own expense to procure and maintain in insurance companies acceptable to the Company insurances as follows:

- A. Worker Compensation Insurance including occupational diseases
Coverage A statutory, including broad form all states endorsement
Employer's liability coverage B \$500,000/\$1,000,000/\$500,000
- B. Comprehensive General Liability Insurance including products liability and completed operations and blanket contractual liability and personal injury naming the Company as an additional insured, with the following limits of liability:
Bodily Injury and Property Damage Liability
Each occurrence \$1,000,000, CSL per occurrence and \$2,000,000 CSL general aggregate
- C. Comprehensive Automobile Liability Insurance insuring the ownership, maintenance, or use of any owned, non-owned, or hired automobile used in the performance of duties under this agreement naming the Company as an additional insured, with the following limits of liability:
Bodily Injury and Property Damage Liability
Each occurrence \$1,000,000, CSL
- D. Such insurance as is required for disability benefit and other similar employee benefit acts. Certificates of Insurance and copies of endorsements naming the Company as an additional insured must be delivered to Director of Risk Management, P.O. Box 419580, Kansas City, Missouri 64141-6580 prior to the start of work under this agreement. If policies are cancelled or changes made, written notice must be mailed to the Director of Risk Management 30 days prior to the effective date of such change or cancellation.

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 and actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of 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 limitations, injury or damage claims asserted against Company by employees of the Contractor and/or its subcontractors as a result of the performance of this agreement. The Contractor shall discharge all liens for wages and materials and shall indemnify and hold the Company harmless from the same.

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. 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 fit for the intended use or purpose, free of defect and shall comply with all specifications.

10. Taxes, Licenses, Fees, Etc.:

The Contractor agrees to assume full responsibility for the payment of any and all contributions, taxes, licenses, and assessments, and to meet all other requirements of the Federal Social Security and State Unemployment Compensation and Federal Withholding of Income Tax Laws on any payroll of the Contractor incurred in the performance of duties specified in this agreement.

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 contract contains all of the agreements 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 assures the 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, sex, age, religion, creed, national origin, individual physical or mental disability, or veteran status and that the Contractor does not and will not permit its employees to perform their services in any location under its control which maintains segregated facilities in violation of the equal opportunity clause required by Executive Order 11246, which is incorporated herein by reference, or in violation of the provisions of Title I of the Americans with Disabilities Act of 1990 and Section 503 of the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended and the Veterans Employment Opportunities Act (VEOA) of 1998. The Contractor also assures the Company that it is an equal opportunity employer.