

Optimum Card Solutions, LLC

TERMS AND CONDITIONS

"Optimum Card Solutions LLC ("OCS") as Seller: The following terms and conditions of sale apply when OCS is the seller of the Products identified in an applicable contract, purchase order, or other legally binding agreement. For the purposes of these terms and conditions of sale, OCS is defined as "Seller" and the party buying the Products is identified as "Buyer"."

1. GENERAL: Acceptance by Buyer of Products delivered by Seller pursuant to this Agreement may be made only on the terms and conditions set forth herein, and any proposed changes or additions to this order by the Buyer are objected to and hereby rejected, unless otherwise expressly agreed to in writing by Seller.
2. ACCEPTANCE OF ORDERS: Buyer shall inspect all Products furnished hereunder immediately upon receipt. Use of materials, or failure to make claims for refunds or allowances within 30 days from date of shipment, shall constitute acceptance of the Products sold hereunder and shall be a waiver by Buyer of any claims with respect hereto.
3. CANCELLATIONS: Orders shall not be cancelled or altered without the prior written approval by Seller.
4. RETURNS: Buyer may not return Products without first obtaining a Returned Products Authorization ("RPA") from Seller. An RPA will only be issued following verification of the product problem by Seller's Quality Department.
5. PRICES: Prices quoted for Products are subject to revision without prior notice. Final prices are as stated in the accepted Purchase Order.
6. TAXES: Prices in accepted Purchaser Orders do not include any present or future Federal, State or local property, license, privilege, sales, use, excise, transportation, occupational, gross receipts or other taxes or assessments (other than income taxes) which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Such taxes will be itemized separately to Buyer, who shall make prompt payment to Seller. Buyer shall deliver a valid exemption certificate to Seller, if applicable, prior to the date of shipment.
7. SET OFFS. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to Seller under this contract or otherwise.
8. SHIPMENTS: All shipments are F.O.B. Seller's factory. Shipments shall be at Seller's option, unless otherwise specified by Buyer in the applicable Purchase Order. Claims for damage or loss in transit must be made directly to the carrier.
9. RISK OF LOSS for all Products sold hereunder shall pass to Buyer upon Seller's delivery to a carrier at Seller's factory.
10. DELAY: Seller shall not be liable for failure or delay in manufacturing or shipping the goods to Buyer if that failure or delay is due to acts or omissions by the Buyer or to circumstances beyond Seller's reasonable control, including but not limited to inability to obtain materials from Seller's usual sources, labor difficulties, transportation conditions, energy shortages or allocation, government priority requests, acts of God, war, flood, riot, or the like. If shortages of the Products occur for any reason not within the Seller's reasonable control, Seller may, at its option, prorate its shipment of Products.
11. WARRANTY: Seller warrants to Buyer that the Products delivered shall conform to the specifications relating to the goods set out in the applicable Purchase Order. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. Seller does not warrant that use of the Products will achieve any particular result. Buyer shall promptly notify Seller of any defect in the Products covered by this warranty. Failure to notify Seller within 30 days after delivery of the Products shall constitute a waiver of any and all warranty claims. If Seller agrees that a defect covered by this warranty exists, it may, at its sole option, replace the Products without cost to the Buyer or refund the purchase price. All of Seller's liabilities, if any, with respect to the Products shall cease 30 days after delivery of the Products, absent notice, and no action for breach of Seller's warranties may thereafter be brought. Seller's sole obligation and Buyer's sole remedy shall be as stated above
12. LIMITATION OF LIABILITY: Seller shall in no event be liable for any loss, cost or damage to Buyer or to any other person for any consequential, incidental, indirect, special or punitive damages (including, but not limited to losses, expenses, or damages due to Buyer's or Buyer's customer's requirements, lost revenue, lost profits, lost good will, work stoppage, business interruption, injury to or death of any individual, or damage to or loss of any property), whether based on contract, warranty, negligence, product liability or otherwise, arising in connection with the sale or use of the Products.
13. INDEMNITY: Buyer agrees to and shall hold harmless Seller, its officers, directors, members and employees from any loss, liability or expense whatsoever, from fire, personal injury, theft, death, property damage, product liability, patent, trademark or copyright infringement or otherwise, arising out of any act or omission or negligence of the Buyer, its agents or representative
14. CREDIT APPROVAL: Orders are subject to approval by Seller's Credit Department, Addison, Illinois. Seller reserves the right to extend, refuse or withdraw credit at any time without notice in the Seller's sole discretion, and to request guaranties, security agreements, or payment in advance. Seller reserves the right to demand from Buyer in writing adequate assurance that Buyer will perform its obligations under this agreement if reasonable grounds for insecurity arise. Seller reserves the right to revoke credit already extended, to reject any orders placed by Buyer, and to demand full payment in advance for any accepted orders, if Seller reasonably believes Buyer's credit standing to be unsatisfactory.
15. PAYMENT: Terms are net 30 days, from date of invoice, where credit has been established.
16. LATE PAYMENT: Seller shall be entitled to charge a late payment fee on any amounts not timely paid by Buyer at the maximum rate permitted by law, not to exceed the rate per annum of one percent (1%) over the prime rate in effect from time to time at the JP Morgan Chase Bank. Late payment charges will be assessed beginning as of the 31st day following the invoice date. In the event Seller brings suit to collect any amount to which it is entitled hereunder, Buyer shall pay Seller all attorneys' fees, expenses and costs incurred by Seller in collecting such amounts.
17. MISCELLANEOUS: All orders shall be governed by and construed according to the laws of the State of Illinois. Any actions to enforce any rights under these terms and conditions or any applicable purchase order may be brought only in a Federal or state court sitting for cases in DuPage County, Illinois. Buyer as a condition for acceptance of its purchase order hereby irrevocably waives any defense of an inconvenient forum and consents to the jurisdiction of such courts. The rights and remedies of Seller hereunder shall be cumulative and in addition to all Seller's other rights in law or equity. Any provision hereof prohibited by any law, regulation or ordinance shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

"Optimum Card Solutions LLC as Buyer: The following terms and conditions apply when Optimum Card solutions is the buyer of the Products identified in an applicable contract, purchase order, or other legally binding agreement. For the purposes of these terms and conditions of sale, OCS is defined as "Buyer" and the party selling the Products is identified as "Seller"."

1. GENERAL: Acceptance by Buyer of Products delivered by Seller pursuant to this Agreement may be made only on the terms and conditions set forth herein, and any proposed changes or additions to this order by the Buyer are objected to and hereby rejected, unless otherwise expressly agreed to in writing by Seller.
2. ACCEPTANCE OF ORDERS: Buyer shall inspect all Products furnished hereunder immediately upon receipt.
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7. SET OFFS. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to Seller under this contract or otherwise.
8. SHIPMENTS: All shipments are F.O.B. Seller's factory. Shipments shall be at Seller's option, unless otherwise specified by Buyer in the applicable Purchase Order. Claims for damage or loss in transit must be made directly to the carrier.
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10. DELAY: Seller shall not be liable for failure or delay in manufacturing or shipping the goods to Buyer if that failure or delay is due to acts or omissions by the Buyer or to circumstances beyond Seller's reasonable control, including but not limited to inability to obtain materials from Seller's usual sources, labor difficulties, transportation conditions, energy shortages or allocation, government priority requests, acts of God, war, flood, riot, or the like. If shortages of the Products occur for any reason not within the Seller's reasonable control, Seller may, at its option, prorate its shipment of Products.
11. WARRANTY: Seller warrants to Buyer that the Products delivered shall conform to the specifications relating to the goods set out in the applicable Purchase Order. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. Seller does not warrant that use of the Products will achieve any particular result. Buyer shall promptly notify Seller of any defect in the Products covered by this warranty. If Seller agrees that a defect covered by this warranty exists, it may, at its sole option, replace the Products without cost to the Buyer or refund the purchase price.
12. LIMITATION OF LIABILITY: Neither party shall be liable for any loss, cost or damage to the other party or to any other person for any consequential, incidental, indirect, special or punitive damages (including, but not limited to losses, expenses, lost revenue, lost profits, lost good will, work stoppage, business interruption, injury to or death of any individual, or damage to or loss of any property), whether based on contract, warranty, negligence, product liability or otherwise, arising in connection with the sale or use of the Products.
13. INDEMNITY: Buyer agrees to and shall hold harmless Seller, its officers, directors, members and employees from any loss, liability or expense whatsoever, from fire, personal injury, theft, death, property damage, product liability, patent, trademark or copyright infringement or otherwise, arising out of any act or omission or negligence of the Buyer, its agents or representative
14. CREDIT APPROVAL: Orders are subject to approval by Seller's Credit Department, Addison, Illinois. Seller reserves the right to extend, refuse or withdraw credit at any time without notice in the Seller's sole discretion, and to request guaranties, security agreements, or payment in advance. Seller reserves the right to demand from Buyer in writing adequate assurance that Buyer will perform its obligations under this agreement if reasonable grounds for insecurity arise. Seller reserves the right to revoke credit already extended, to reject any orders placed by Buyer, and to demand full payment in advance for any accepted orders, if Seller reasonably believes Buyer's credit standing to be unsatisfactory.
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