

## **PREMIUM PAPER BOX GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (the "Terms") govern all transactions between MAQ INVESTMENTS GROUP, INC., a Florida corporation, doing business as PREMIUM PAPER BOX, address at 14312 Commerce Way, Miami Lakes, Florida 33016 ("Premium Paper Box") and any customer ("Customer") who purchases products from Premium Paper Box.

### **1. ACCEPTANCE OF TERMS**

These Terms apply to and govern all quotations, sales, and deliveries of goods and/or services by Premium Paper Box. By submitting and/or approving a quotation, a purchase order, accepting an invoice (and/or similar documents), or accepting delivery of products, goods, or services from Premium Paper Box, or making a payment of an invoice to Premium Paper Box, Customer acknowledges that they have read, understood, and accepted all terms and conditions set forth herein, and agrees to be bound by these Terms, as well as by the terms of the relevant purchase orders, invoices and similar documents, whether or not they are signed.. These Terms also apply to all boxes, and other packaging and/or labeling products (the "Products") manufactured and delivered by Premium Paper Box.

### **2. ORDERS AND SPECIFICATIONS**

2.1 All orders are subject to acceptance by Premium Paper Box. Premium Paper Box reserves the right to reject any order that it deems, in its sole discretion, to be impractical, offensive, or potentially infringing on third-party rights. This right does not create any duty or obligation for Premium Paper Box to screen, investigate, verify, or modify submitted orders.

2.2 Customer is responsible for providing accurate specifications, designs, and artwork for all Products.

### **3. INTELLECTUAL PROPERTY**

3.1 Customer is solely responsible for the design, content, and provision of all logos, artwork, and other materials incorporated into the Products. Customer represents and warrants that it owns or has the legal right to use all intellectual property, including but not limited to trademarks, logos, designs, and artwork, (collectively "IP") provided to Premium Paper Box for the production of packaging.

3.2 Customer represents and warrants that any IP provided to Premium Paper Box does not violate the rights of any third party, including copyrights, trademarks, patents, or other proprietary rights.

3.3 Premium Paper Box is authorized to use Customer's IP for the purpose of manufacturing and producing the packaging Products ordered by Customer. This limited license: (i) Permits Premium Paper Box to

reproduce, display, and incorporate Customer's IP into the ordered Products; (ii) Prohibits Premium Paper Box from modifying Customer's IP without prior written approval; (iii) Prohibits Premium Paper Box from sublicensing or transferring Customer's IP to any third party except as necessary to fulfill the order; (iv) Requires Premium Paper Box to maintain appropriate attribution of Customer's IP where applicable; and (v) Terminates upon completion of the order, except as needed for record-keeping purposes, customer service, reorders, and legal compliance.

3.4 Customer shall indemnify, defend, and hold harmless Premium Paper Box, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, actions, suits, proceedings, judgments, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and legal costs at all trial and appellate levels) arising from or related to: (i) Any claim that Customer's IP, or Premium Paper Box's use thereof in accordance with Customer's instructions, infringes upon the IP rights of any third party; (ii) Any claim related to the content, design, or messaging incorporated into the custom packaging Products at Customer's direction; (iii) Any violation of applicable laws or regulations resulting from Premium Paper Box's compliance with Customer's specifications or instructions; and (iv) Any breach by Customer of its representations, warranties, or obligations under these Terms.

#### **4. PRODUCT RETURNS AND LIMITATION OF LIABILITY**

4.1 Premium Paper Box warrants that the Products will meet the specifications approved by the Customer and will be free from material defects in materials and workmanship for thirty (30) days from the date manufacture of the applicable purchase order is completed and the relevant Products are made available to the Customer, even if Premium Paper Box stores the Products and withholds delivery of the same upon the Customer's instructions, subject to the terms and conditions of this Section 4.

4.2 Prior to production, Premium Paper Box may provide the Customer with a digital content proof and, where applicable, a non-printed mock-up box for Customer's review and approval. Customer is solely responsible for reviewing and approving all proofs, specifications, dimensions, materials, colors, artwork, copy, and structural elements. Written approval of the final proof and mock-up shall constitute Customer's confirmation and acceptance of all specifications and details. Upon Premium Paper Box's receipt of such written approval from Customer, production will commence.

4.3 Customer acknowledges and agrees that minor variations in color, print quality, materials, finishes, dimensions, and structural integrity may occur due to the nature of custom manufacturing and printing processes. Such variations are inherent, industry-standard tolerances and shall not be deemed defects or

nonconformities. Determinations regarding acceptable tolerances shall be made by Premium Paper Box in accordance with reasonable industry standards.

4.4 All Products manufactured by Premium Paper Box are made to Customer's specifications and are non-returnable unless: (i) The product does not conform to the specifications approved by Customer in the final proof; or (ii) The product exhibits material or manufacturing defects.

4.5 Customer must notify Premium Paper Box within seven (7) business days of delivery to initiate a return claim. Failure to notify within this timeframe constitutes acceptance of the Products.

4.6 Products damaged after delivery due to improper handling, storage, or use are not eligible for return.

4.7 EXCEPT AS EXPRESSLY SET FORTH HEREIN, PREMIUM PAPER BOX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.8 PREMIUM PAPER BOX'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY ORDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. IN NO EVENT SHALL PREMIUM PAPER BOX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR BUSINESS, LOSS OF USE OR PRODUCTIVITY, LOSS OF GOODWILL, COST OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.9 **Finished Goods Storage.** This paragraph is applicable to any Products for which Premium Paper Box completes manufacturing of relevant Products, and, at Customer's request and/or due to Customer's inability to accept delivery of the same, Premium Paper Box holds the Products in Premium Paper Box's warehouse (the "Warehouse Storage"). Warehouse Storage is an accommodation to Customer when Customer cannot accept delivery promptly. Premium Paper Box does not guaranty that it can always offer and accommodate Warehouse Storage. Customer acknowledges that Products may occupy warehouse space and require handling and administrative controls, therefore, Premium Paper Box may charge storage fees under its then-current schedule for fees. Risk of loss and responsibility for the Products shall be Customer's during Warehouse Storage, except to the extent caused by Premium Paper Box's gross negligence or willful misconduct. A purchase order is deemed to be completed upon the date of completion of the manufacture of the Products (including any agreed finishing, packing, and readiness for shipment) and **not** upon delivery. Customer shall pay all invoiced amounts when due based on completion of manufacture, regardless of whether Customer has scheduled pickup, provided shipping instructions, or accepted physical delivery. Products stored under

Warehouse Storage are not returnable under any circumstance, and Customer irrevocably waives and releases any right to return, reject, revoke acceptance, or claim a return remedy for such Products based on manufacture defects, the passage of time, delayed pickup, delayed delivery, or continued storage.

4.10 The limitations of liability set forth in this Section 4 shall apply to any claims brought against Premium Paper Box, whether based in contract, tort (including negligence), strict liability, product liability, or any other legal theory.

## 5. PAYMENT TERMS

5.1 Payment terms are as specified on the invoices issued as foreseen in these Terms.

5.2 Premium Paper Box reserves the right to charge interest on overdue amounts at the maximum rate permitted by law. Customer shall pay all costs of collection, including reasonable attorneys' fees, incurred by Premium Paper Box in collecting any amounts due.

5.3 Warehouse Storage shall not delay payment of the amounts due under Warehouse Storage, as defined in the preceding Section, and Customer must pay amounts due under the relevant invoices.

5.4 Premium Paper Box shall have no obligation to release and ship Products to Customer unless and until (a) all amounts due for the Products (and any other past-due amounts owed to Premium Paper Box) are paid in full, and (b) Customer provides reasonable written instructions for delivery or pickup.

## 6. DELIVERY AND RISK OF LOSS

6.1 Delivery dates are estimates only and Premium Paper Box shall not be liable for any delay in delivery.

6.2 Risk of loss passes to Customer upon delivery to the carrier.

## 7. FORCE MAJEURE

7.1 Premium Paper Box shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to: (i) Acts of God, natural disasters, or extreme weather events (including but not limited to hurricanes, floods, earthquakes, tornadoes, or wildfires); (ii) War, terrorism, riots, civil unrest, or public emergency; (iii) Strikes, labor disputes, work stoppages, or slowdowns; (iv) Government actions, restrictions, regulations, or orders; (v) Interruption of transportation, shipping, or delivery services; (vi) Interruption of utilities, communications, or internet services; (vii) Cyberattacks, computer system failures, or data breaches; (viii) Epidemics, pandemics, or public health emergencies; (ix) Shortage of supplies, materials, or labor; or (x) Any other cause beyond Premium Paper Box's reasonable control.

## 8. CONFIDENTIALITY AND NON-DISCLOSURE

8.1 Each party acknowledges that it may receive confidential or proprietary information from the other party in connection with the performance of these Terms ("Confidential Information").

8.2 Each party agrees to: (i) Maintain the confidentiality of the other party's Confidential Information; (ii) Use the Confidential Information solely for the purpose of performing its obligations under these Terms; (iii) Restrict disclosure of Confidential Information to its employees, agents, and contractors who have a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein; and (iv) Protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

8.3 Confidential Information does not include information that: (i) Is or becomes publicly available through no fault of the receiving party; (ii) Was known to the receiving party prior to disclosure by the disclosing party; (iii) Is rightfully obtained by the receiving party from a third party without restriction on use or disclosure; or (iv) Is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

8.4 If the receiving party is required by law, court order, or governmental authority to disclose Confidential Information, the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such requirement to allow the disclosing party to seek a protective order or other appropriate remedy.

## 9. MISCELLANEOUS

9.1 **Governing Law and Jurisdiction.** These Terms and all transactions between Premium Paper Box and Customer shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to these Terms, any invoice, purchase order, or agreement between Customer and Premium Paper Box shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida. Customer hereby consents to the personal jurisdiction of such courts.

9.2 **Termination.** Premium Paper Box may terminate any order or business relationship with Customer: (i) Immediately upon written notice if Customer breaches any material provision of these Terms; (ii) Immediately if Customer becomes insolvent, files for bankruptcy, or is subject to similar proceedings; or (iii) Upon thirty (30) days' written notice for any reason or no reason. Customer may terminate any order that has not yet been manufactured upon written notice to Premium Paper Box, subject to payment of any applicable cancellation fees. Upon termination: (i) Customer shall immediately pay all outstanding invoices and amounts due to Premium Paper Box; (ii) Premium Paper Box shall cease production of any in-process orders unless otherwise agreed; (iii) Customer shall reimburse Premium Paper Box for all raw materials, work-in-process,

and finished goods acquired or manufactured in reliance on any purchase order; and (iv) Each party shall return or destroy all Confidential Information of the other party.

9.3 **Survival.** The following provisions shall survive the termination or expiration of these Terms: Sections 3 (Intellectual Property), 4 (Product Returns and Limitation of Liability), 8 (Confidentiality and Non-Disclosure), 9.1 (Dispute Resolution), 9.1 (Governing Law and Jurisdiction), and 9.3 (Survival).

9.5 The failure of Premium Paper Box to enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision.

9.6 If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

9.7 Customer may not assign any of its rights or obligations under these Terms without the prior written consent of Premium Paper Box. Premium Paper Box may assign its rights and obligations under these Terms to any affiliate or successor in interest.

9.8 Notices to Premium Paper Box shall be sent to the address specified above or to such other address as Premium Paper Box may designate in writing. Notices to Customer shall be sent to the address specified in the applicable purchase order or invoice.

9.9 The relationship between Premium Paper Box and Customer is that of independent contractors. Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.

9.10 These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

VERSION MARCH 3, 2026.