

**Fill in this information to identify the case:**

Debtor Anagram International, Inc.

United States Bankruptcy Court for the: Southern District of Texas  
(State)

Case number 23-90902

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Jones Walker LLP</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> Jones Walker LLP Olivia Greenberg 811 Main Street Suite 2900 Houston, Texas 77002, United States  Contact phone <u>504-582-8302</u> Contact email <u>ogreenberg@joneswalker.com</u>	<b>Where should payments to the creditor be sent? (if different)</b> Deacro Industries 80313 Dixie Road Brampton, Ontario L6T 3V1, Canada  Contact phone <u>414-748-5504</u> Contact email <u>tdent@davis-standard.com</u>
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>unliquidated</u> <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Contractual Damages for Breach/Cancellation</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b>  <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/07/2024  
MM / DD / YYYY

/s/Tony Dent  
Signature

Print the name of the person who is completing and signing this claim:

Name Tony Dent  
First name Middle name Last name

Title Chief Legal Officer

Company Davis-Standard, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1781 | International (310) 751-2681

<b>Debtor:</b> 23-90902 - Anagram International, Inc. <b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> Jones Walker LLP Olivia Greenberg 811 Main Street Suite 2900 Houston, Texas, 77002 United States <b>Phone:</b> 504-582-8302 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> ogreenberg@joneswalker.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> Deacro Industries 80313 Dixie Road  Brampton, Ontario, L6T 3V1 Canada <b>Phone:</b> 414-748-5504 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> tdent@davis-standard.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Contractual Damages for Breach/Cancellation	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> unliquidated	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Tony Dent on 07-Feb-2024 4:51:22 p.m. Eastern Time <b>Title:</b> Chief Legal Officer <b>Company:</b> Davis-Standard, LLC		

United States Bankruptcy Court for the Southern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

☐ Anagram Holdings, LLC (Case No. 23-90901) ☒ Anagram International, Inc. (Case No. 23-90902) ☐ Anagram International Holdings, Inc. (Case No. 23-90903)

## Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

### Part 1: Identify the Claim

1. Who is the current creditor?	Deacro Industries <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> Jones Walker LLP c/o Olivia Greenberg <small>Name</small> 811 Main Street, Suite 2900 <small>Number Street</small> Houston, Texas 77002 <small>City State ZIP Code</small> United States <small>Country</small> Contact phone 504-582-8302 Contact email ogreenberg@joneswalker.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> Deacro Industries <small>Name</small> 8031 Dixie Road <small>Number Street</small> Brampton Ontario L6T 3V1 <small>City State ZIP Code</small> Canada <small>Country</small> Contact phone 414-748-5504 Contact email tident@davis-standard.com	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?



No



Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_

7. How much is the claim?

\$ Unliquidated

Does this amount include interest or other charges?



No



Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Contractual Damages for Breach/Cancellation

9. Is all or part of the claim secured?



No



Yes. The claim is secured by a lien on property.

**Nature of property:**



Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.



Motor vehicle



Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:**

\$ \_\_\_\_\_

**Amount of the claim that is secured:**

\$ \_\_\_\_\_

**Amount of the claim that is unsecured:**

\$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:**

\$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_%



Fixed



Variable

10. Is this claim based on a lease?



No



Yes. Amount necessary to cure any default as of the date of the petition.

\$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?



No



Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/07/2024  
MM / DD / YYYY

/s/ Tony Dent  
Signature

Print the name of the person who is completing and signing this claim:

Name Tony Dent  
First name Middle name Last name

Title Chief Legal Officer

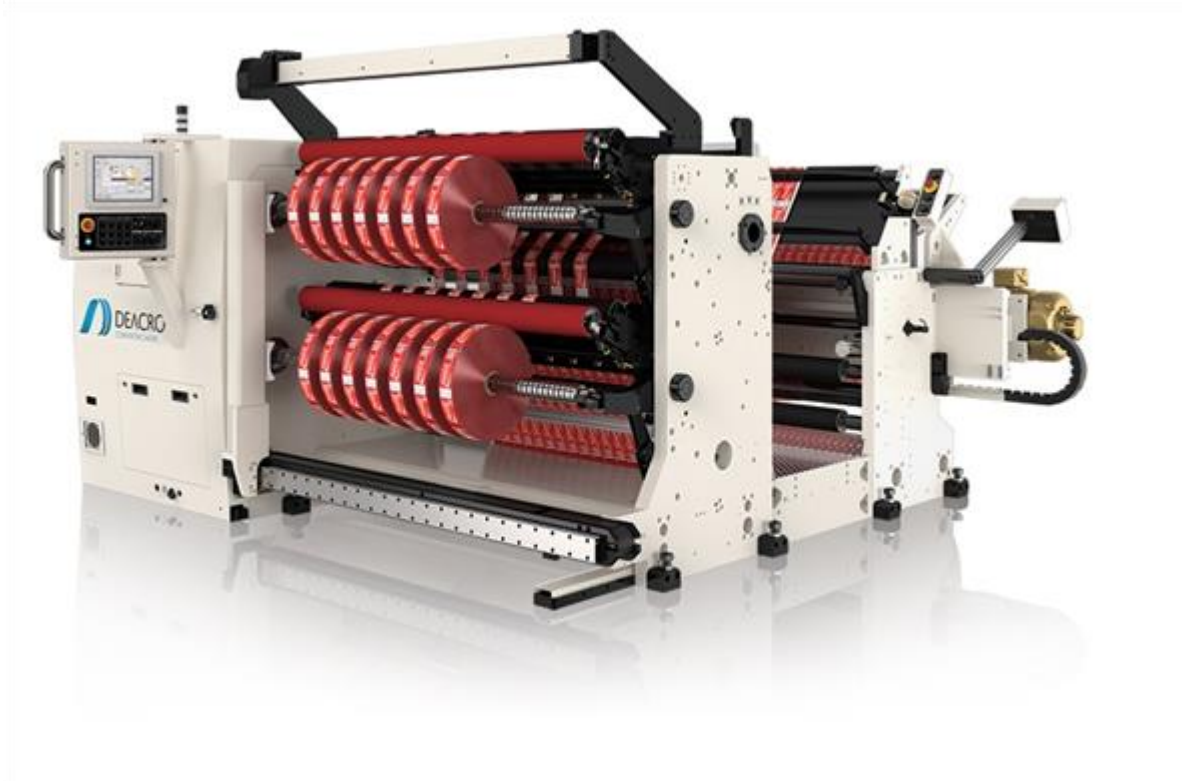
Company Davis-Standard LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1 Extrusion Drive  
Number Street  
Pawcatuck, CT 06379  
City State ZIP Code Country

Contact phone 414-748-5504 Email tdent@davis-standard.com

**To:** Anagram International Inc.  
7700 Anagram Drive  
Minneapolis, Minnesota, United States  
**Attn:** Mike Ramirez

**Issued:** December 17, 2021  
**Pricing Value Until:** January 17, 2022  
**Sales Contact:** John Estefan  
**Project:** C610 Performance Series



### QUOTE SPECIFICATIONS

*Note: Picture above is for reference only. Actual machine/options may be different than shown.*

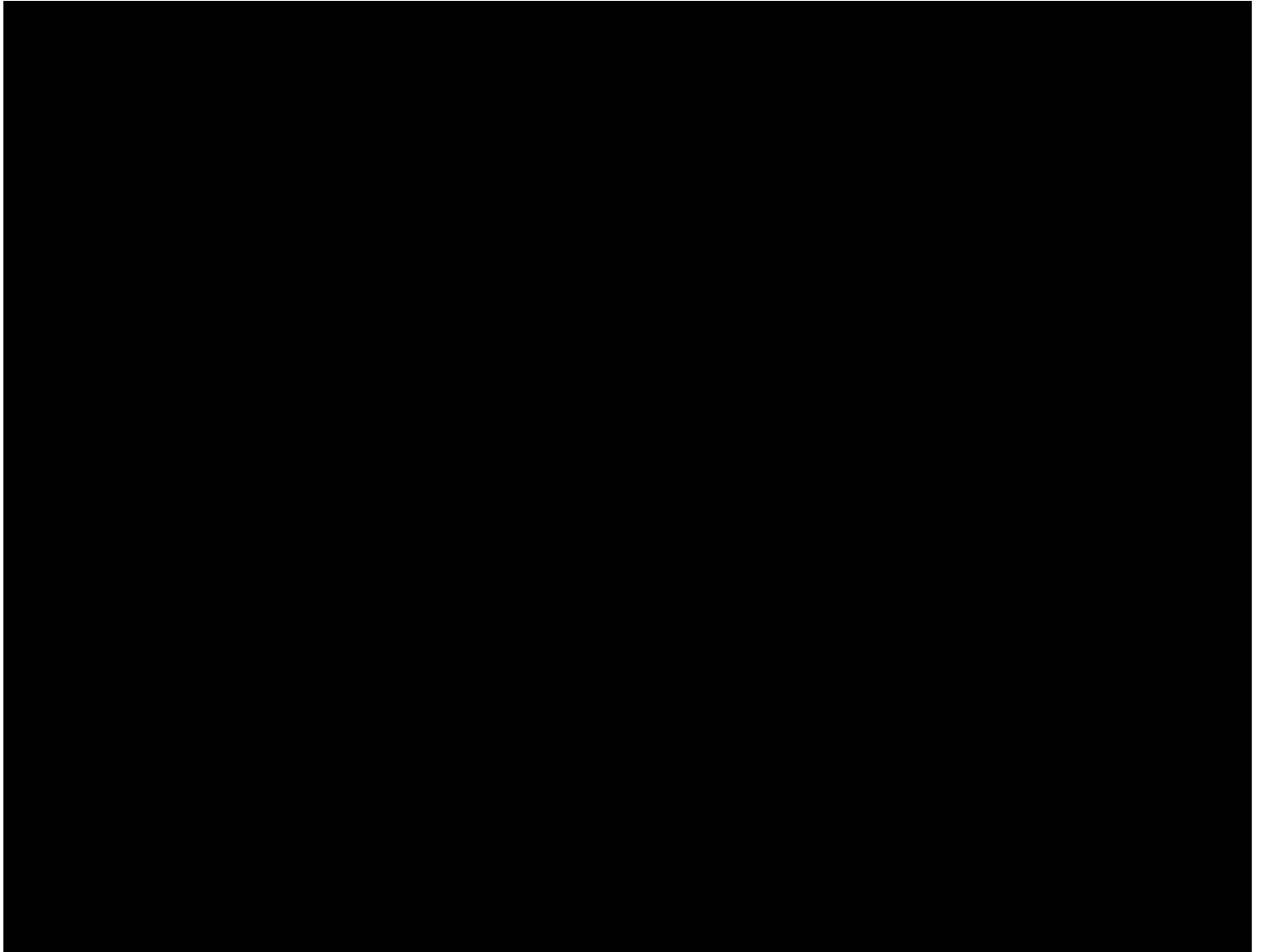
Specifications	Required	Quoted
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Note: Not all maximum specifications may be achievable simultaneously.

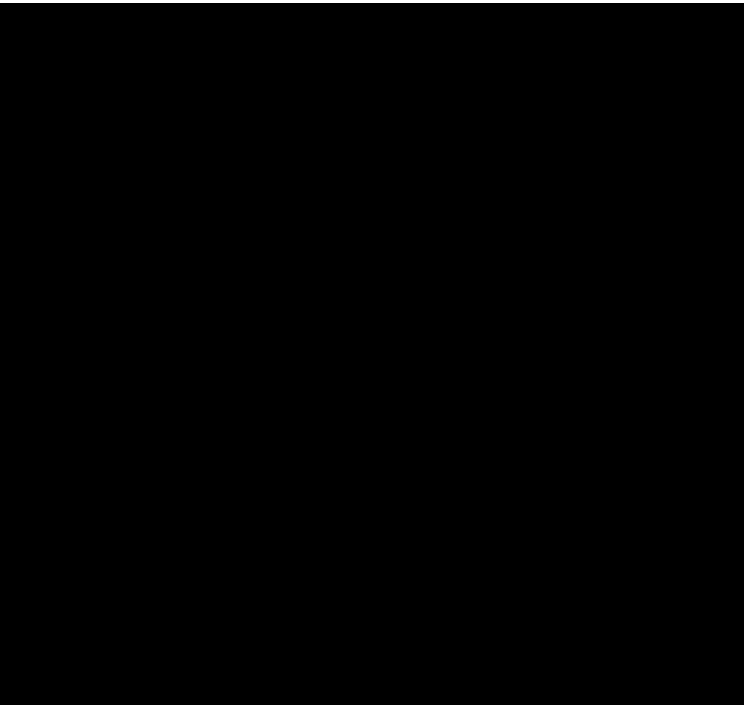
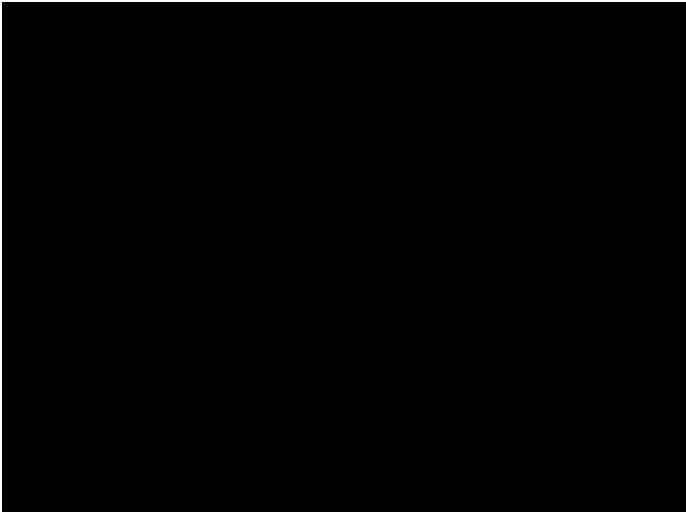


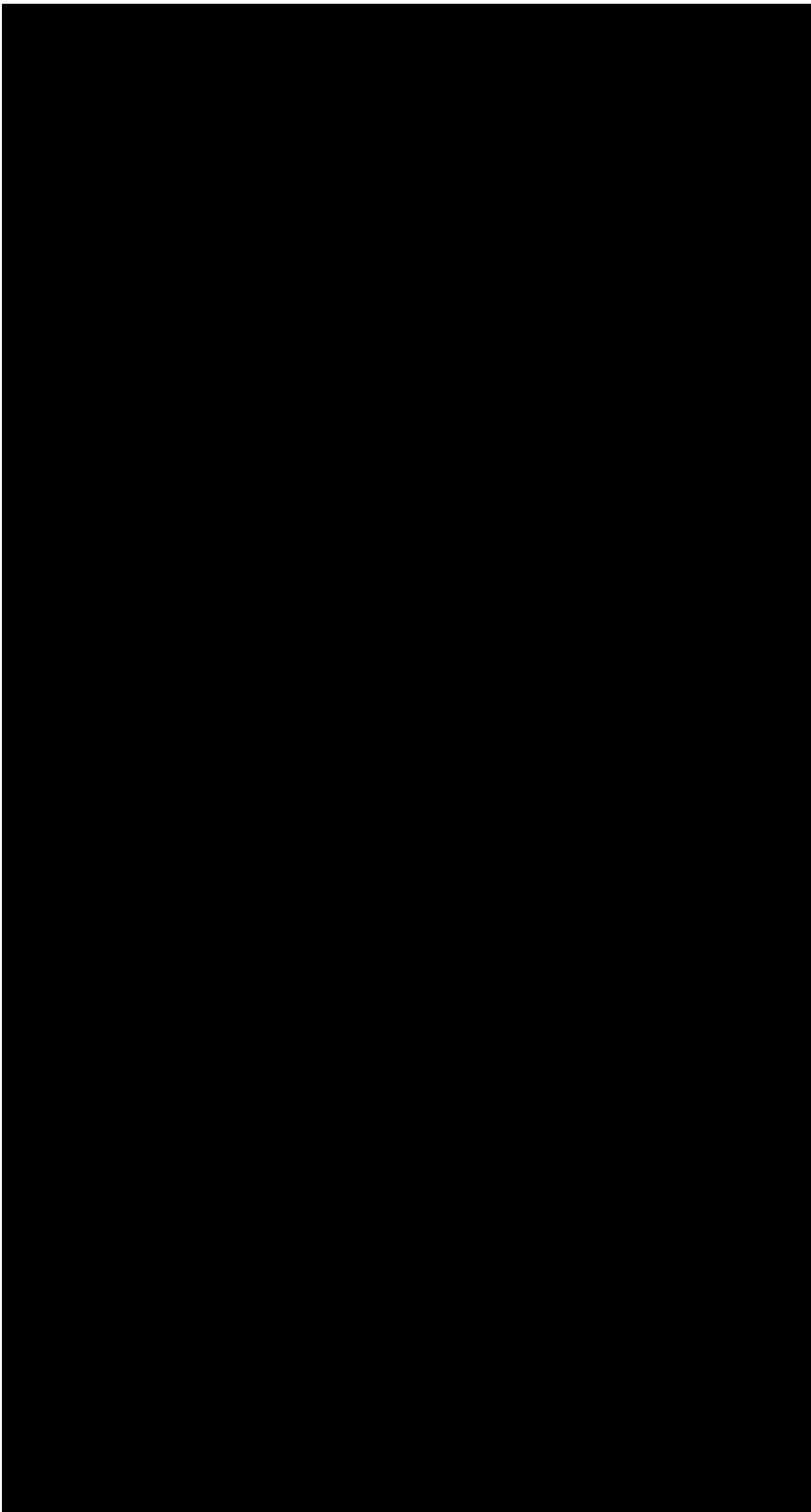
**GENERAL OVERVIEW**

**C610 Performance Series**



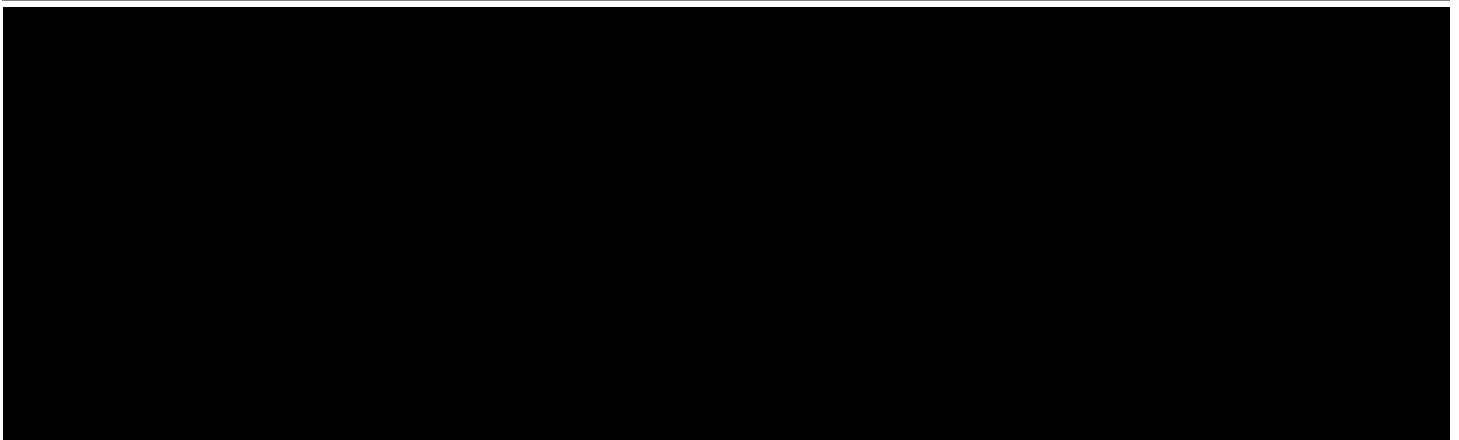
**STANDARD FEATURES**



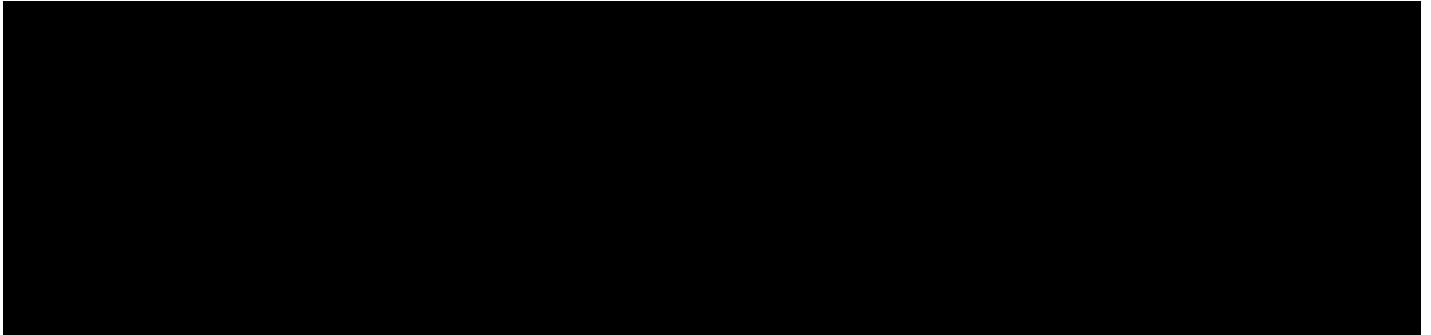


Item	Description	Qty	Unit Price	Total
1.0	Base Machines			\$173,443.00
2.0	Unwind			\$73,512.00

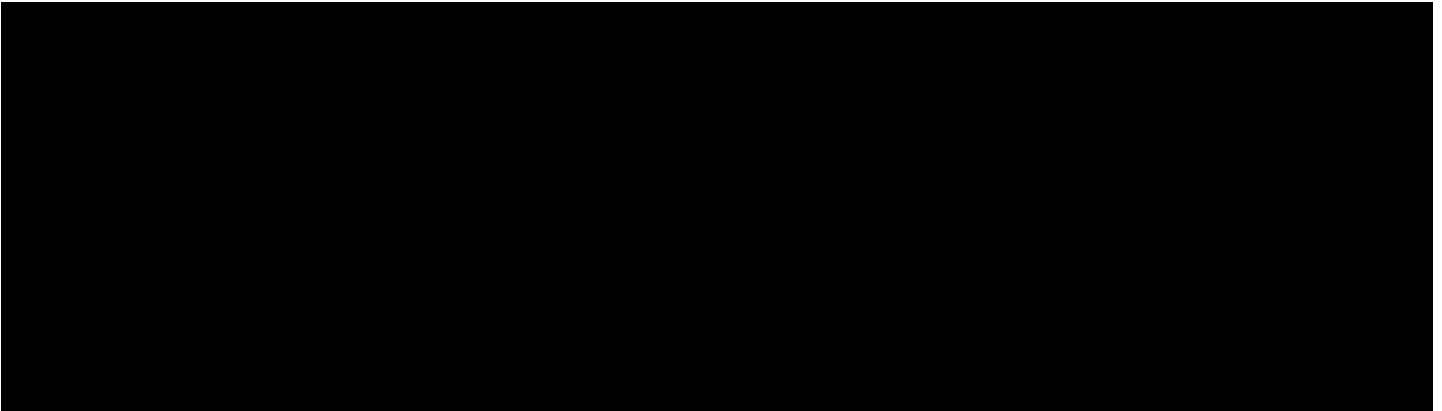
Item	Description	Qty	Unit Price	Total
3.0	Slitting			\$15,223.00
4.0	Rewind			\$28,983.00



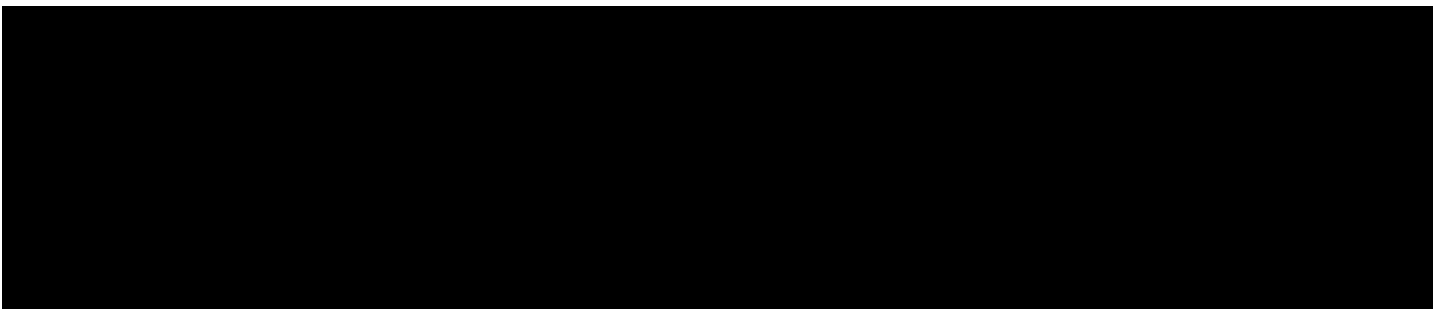
5.0	Lay-On	\$17,919.00
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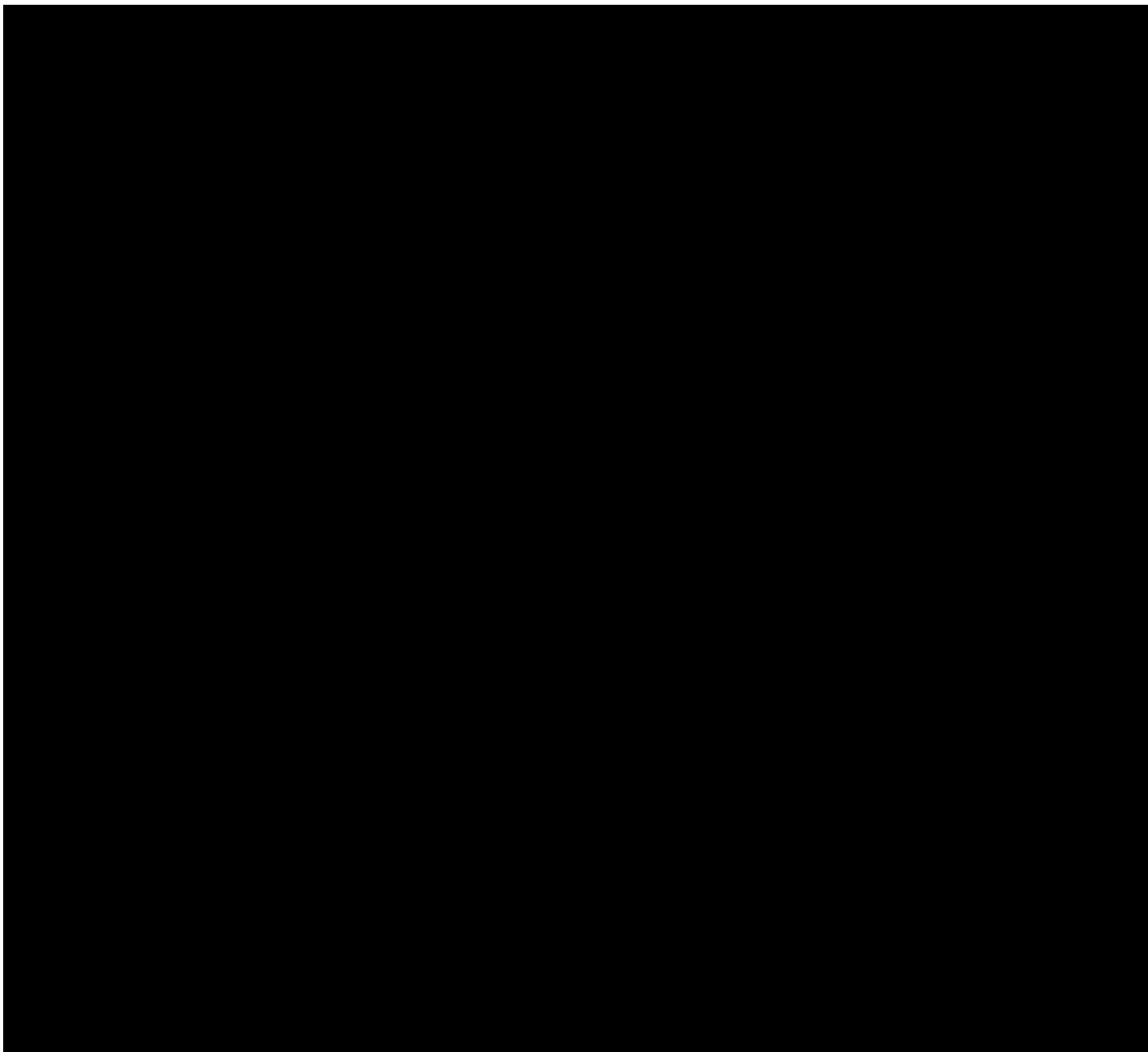


6.0	Roll Handling	\$14,449.00
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7.0	Other Included Upgrades	\$22,894.00
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Total Package Price	\$346,423.00
	U.S. Dollars

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**TERMS AND CONDITIONS DETAILS****Exchange Rates:**

Pricing is based on current value of Canadian dollar and is subject to adjustment at time of order.

**Taxes:**

All sales taxes extra, if applicable.

**Duty and Brokerage:**

All duty and brokerage charges extra, if applicable.

**Ex Works:**

Deacro Industries Ltd.

**Delivery:**

One machine ready in 20 weeks if ordered is received week of Dec. 20th, 2021. 2nd machine needs 30 weeks for delivery.

**Shipping:**

Shipping/packing costs are not included and will be billed separately.

Note: Shipping pallets to be returned to Deacro. If pallets are not returned, or if return of pallets is prohibited by law, then customer is required to purchase pallets.

If shipping by ocean, then vacuum bagging is billed separately.

**Transit Insurance:**

Charge extra if applicable

**After-Sales Service:**

System includes after-sales services under Warranty or via the Limited Warranty And Service Statement. After-sales service includes commissioning, training, modification, customization, testing, repair, maintenance, and warranty work. Deacro provides the services of experienced, factory-trained technicians with specialized knowledge of the equipment as required to diagnose and/or repair any faults which may occur on the machine, control system, or electrical cabinet at prevailing service rates.

**Warranty:**

One (1) year from date of delivery, as per shipping documentation

**Safety Standards:**

Equipment meets current OSHA standards.

**Terms:**

30% upon order

30% sixty days after receipt of order

Balance upon completion to the customer's specifications at Deacro prior to Shipment

**Financing: (in U.S.A and Canada)**

Davis-Standard Finance Solutions (DSFS) now offers flexible capital and operating finance solutions at competitive rates that can be tailored to your specific cash flow needs. Please contact your Davis-Standard sales representative to learn more.

Equipment is manufactured in Canada.





**John Estefan**

Sales Representative

Deacro Industries Ltd.

## **DEACRO INDUSTRIES LTD. – A DAVIS-STANDARD COMPANY TERMS AND CONDITIONS**

1. **GENERAL.** Deacro Industries is hereinafter referred to as "Seller". Items ordered from Seller in whatever form or quantity are referred to as "Equipment". The expression "Buyer" means the person, firm, company or other entity to which Seller undertakes to supply the Equipment herein. All sales by Seller are subject to all of the following Terms and Conditions unless otherwise agreed in writing by an authorized representative of Seller. Any offer, acceptance, order, confirmation or other document from Buyer that contains terms and conditions in addition to or different than those set forth herein are objected to and shall not be binding upon Seller unless acceptance thereof is made in writing by an authorized representative of Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provisions. Seller reserves the right to correct clerical or stenographic errors at any time. Unless otherwise specifically agreed by both parties in writing, deliveries shall be FCA Seller's facility or Seller's supplier's facility (Incoterms 2010). The agreement between Buyer and Seller exclusively includes these Terms and Conditions and the commercial terms and technical specifications attached hereto in Seller's quotation ("Agreement").
2. **DELAYS.** While Seller will use commercially reasonable efforts to ship and/or deliver Equipment or complete services by the dates specified, quoted or acknowledged by Seller, all such dates are approximate and not guaranteed. If Buyer is, however, unable to receive delivery of the Equipment or delays its delivery or installation for more than 30 days after the date specified, quoted or acknowledged by Seller, Seller will upon written notice to Buyer put the Equipment into storage at Buyer's risk and expense and the Equipment will thereupon be deemed delivered and any remaining balance of the purchase price will be immediately due and payable.
3. **WARRANTY.** Seller warrants Equipment manufactured by it will be free from defects in workmanship and material under normal use and service. Equipment manufactured or supplied by others is sold exclusively under such warranty as the manufacturer may give to Seller and to the extent enforceable by Seller. Seller does not warrant the amount or quality of production unless expressly stated in this Agreement. Seller warrants that when delivered its Equipment will be designed and manufactured to perform the mechanical functions expressly stated in this Agreement provided the Equipment is maintained and operated under proper conditions by competent trained personnel using such raw materials as may be specified. If any part or component of the Equipment is found and reported during any lab trial, inspection, installation, commissioning, acceptance trial or thereafter within one year from date of delivery (or such earlier date if Buyer refuses to accept or delays delivery) to have been defective prior to or when delivered (any shortcoming which prevents compliance with design or acceptance criteria contained in this Agreement being deemed a defect) and provided immediate notification in writing is given to Seller, Seller will, at its discretion, either modify, repair or replace such component or part (defects caused by normal wear and tear items, such as screws, barrels, filters, rupture discs, die insulation, belts, knives and roll coverings are excluded from warranty replacement). During repair, risk of loss will remain with Buyer. Seller's warranty does not cover any labor charges for the replacement of parts, adjustment, repairs, or any other work done by parties other than Seller. Replacement of parts manufactured or supplied by others is subject to that manufacturer's or supplier's consent and to Buyer's returning the replaced part DAP Seller's plant (Incoterms 2010). No parts or components may be returned without Seller's prior written consent. **THE FOREGOING WARRANTY EXTENDS TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS AND IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN OTHER RESPECTS THAN EXPRESSLY SET FORTH IN THIS AGREEMENT.** Remedies of Buyer set forth herein are exclusive. Buyer's sole remedy and Seller's sole liability with respect to the performance or breach of this Agreement in connection with the design, manufacture, sale, delivery, installation, commissioning, acceptance trial or repair of the Equipment purchased hereunder, or the technical direction covered by or furnished under this Agreement, is to make within the time period set forth above such modifications as may be necessary to achieve any expressly promised performance contained in this Agreement and to modify, repair or replace defects that have been identified by Buyer. If Seller is unable to modify, repair or replace as provided above to meet its warranty obligations stated above, including compliance with any acceptance criteria contained in this Agreement, Buyer's sole remedy shall be to pay and Seller's sole liability shall be to accept a mutually agreed price reduction reflecting the difference between the value of the Equipment delivered and the value the Equipment would have had if it had been as warranted. In the event that the parties fail to agree on a price reduction, Seller's sole liability shall be to repay any portion of the purchase price paid for the Equipment upon Buyer's returning it to Seller FCA Buyer's plant (Incoterms 2010).  
  
Buyer will reimburse Seller for the travel expenses and time of any service technician or engineer who travels to Buyer's plant at Buyer's request to troubleshoot problems and who identifies improper maintenance or improper operation as the sole cause(s). Any modification or repair to Equipment without Seller's prior written approval, improper use of Equipment, whether intentional or unintentional, operation beyond capacity, failure to report to Seller within the warranty period, substitution or addition of parts not approved by Seller, failure or damage due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, or corrosive matter, or alteration or repair by others in such manner which in Seller's judgment affects the Equipment materially and adversely shall void the foregoing warranty. Buyer shall allow the Seller prompt access to the Equipment if field repairs, modifications or replacements are required and will supply a modern quality line for the equipment if requested by the Seller. Should the lack of availability of such a line necessitate a field trip that would otherwise not be required, the Buyer will be charged for travel time and expenses.
4. **EXCLUSIVE REMEDIES.** SELLER'S LIABILITIES AND BUYER'S REMEDIES ARE LIMITED TO THOSE CONTAINED IN THIS AGREEMENT. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OR RELATING TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER THEORY OF LAW OR EQUITY. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL LOSS, DAMAGE, EXPENSE OR INJURY OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF PRODUCTION, OPPORTUNITY, FINANCING, GOOD WILL, USE, BUSINESS REPUTATION, COST OF SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, DEFECTIVE PRODUCT LOSSES, COST OF TESTING MATERIALS, LABOUR COSTS, DEPRECIATION COSTS, INTEREST COSTS, CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, HOWEVER ARISING. THESE LIMITATIONS OF LIABILITY WILL APPLY WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY(IES).
5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between Buyer and Seller and supersedes and cancels all prior agreements, negotiations, drafts, representations and communications, whether oral or written, with respect to or in connection with the subject matter of this Agreement. This Agreement can be modified or rescinded only by a writing signed by both parties. The parties acknowledge that they have entered in this Agreement in reliance upon their own independent investigation and analysis and neither has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement. No waiver of any provisions of this Agreement shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of this Agreement shall not be construed as a waiver of any terms or conditions thereof.
6. **CHANGES.** Changes to the specifications or Equipment description shall be valid only if in writing signed by authorized representatives of Buyer and Seller. Such changes must provide for any modification in the price or in time of delivery. Minor variations by Seller in the details of design or construction of the Equipment shall not give rise to any claim of defect or default, and the Seller reserves the right to make such minor changes in details of design and construction as shall in its judgment constitute an improvement over those set forth and described.
7. **INTELLECTUAL PROPERTY.** Seller warrants that none of the Equipment infringes any U.S. patent trademark or copyright provided that Buyer will (a) forthwith upon receipt forward to Seller any communication charging infringement, (b) forthwith forward to Seller all process, pleadings and other papers served in any action charging infringement, (c) give Seller the sole right to defend any such actions at Seller's expense, and (d) give Seller the option at any time up to or after judgment at Seller's expense to minimize Buyer's damage or liability (i) by altering the Equipment to make it non-infringing, (ii) by exchanging a non-infringing part which will fulfill substantially the same function for the

infringing part which in that case becomes the Seller's property, (iii) by obtaining a license permitting Buyer's use of any infringing part, or (iv) by repurchasing the infringing Equipment at Buyer straight line depreciated cost. Seller's maximum liability under this warranty shall be (a) to indemnify Buyer for any money judgment recovered against Buyer in a court of competent jurisdiction plus Buyer's reasonable counsel fees if Seller does not undertake the defense and (b) to repurchase at Buyer's straight line depreciated cost any part held by such a court to be infringing which Buyer cannot use by reason of adverse judgment, all liability of Seller's part hereunder subject to due performance by Buyer of the above conditions and the limitations of paragraph 4 hereof. No warranty is made as to process or product patents unless expressly stated or as to infringement resulting from compliance with specifications supplied by Buyer or from any combination of Equipment with other equipment not supplied by Seller. As to any Equipment furnished by Seller to Buyer, manufactured in accordance with specifications supplied by Buyer, Buyer shall indemnify Seller against all claims, demands and suits brought against Seller for any patent, trademark or copyright infringement.

8. **PAYMENTS.** Credit terms are as set forth in Seller's quotation. All delinquent sums due and owing to Seller shall bear interest at the rate of one and one-half percent (1 1/2%) per month.
9. **TERMINATION.** Except as provided in Section 6 hereof, this Agreement is not subject to termination or change unless requested by Buyer and accepted in writing by Seller. In the event of any such termination, Buyer shall pay to Seller within 30 days of such termination, the reasonable costs and all other expenses incurred by Seller prior to receipt of the request for termination (including but not limited to engineering, manufacturing expenses and all commitments to its suppliers, subcontractors, and others), plus a reasonable percentage of the total of the foregoing for Seller's overhead and profit.
10. **EVENTS OF DEFAULT.** Seller reserves the right to suspend its performance, to advise Buyer of the revised shipment and/or delivery dates or any increases in price, to stop delivery of Equipment in transit, to withhold shipments in whole or in part or to suspend its warranty obligations if Buyer fails to make any payment to Seller when due, delays its issuance of letters of credit, delays Seller's receipt of required technical information or otherwise delays or fails to perform its obligations hereunder. Buyer shall be deemed to be in default and delivered goods shall be deemed accepted and Seller shall be entitled to recover any unpaid balance of the purchase price together with any incidental damages upon the occurrence of any of the following events, or of any other comparable event (i) Buyer ceases or suspends operation of its manufacturing plant, (ii) Buyer refuses to allow Seller to complete any acceptance testing, (iii) Buyer fails to make any payment when due, (iv) insolvency of Buyer, (v) Buyer's filing of a voluntary petition in bankruptcy, (vi) the filing of any involuntary petition to have Buyer declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, (viii) the appointment of a receiver or trustee for Buyer provided such appointment is not vacated within thirty (30) days from the date of such appointment, (viii) the execution by Buyer of an assignment for benefit of creditors.
11. **CHOICE OF LAW.** The laws of the Province of Ontario and the federal laws of Canada applicable therein shall apply in all cases, and the Buyer agrees that any dispute, claim or matter arising out of the interpretation, validity, construction or performance of this Agreement shall be resolved in an Ontario Court having proper jurisdiction. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if it would otherwise be applicable.
12. **LIMITATIONS.** The parties hereto covenant and agree that if either acquires any right or rights to bring any action, suit or proceeding against the other for or as a result of any breach of this Agreement, except for non-payment of the purchase price, the party acquiring such right or rights shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.
13. **CONFIDENTIAL INFORMATION.** Any and all specifications, quotations, agreements, contracts, information, samples and other materials of whatever description, blueprints, drawings, diagrams or price lists, whether disclosed verbally or in written, graphic, photographic, electronic, recorded, prototype or sample form, that relate to the design, manufacture, sale or production of Equipment or accompanying any quotation are confidential and proprietary and shall remain the property of Seller and subject to recall at any time, and shall not be disclosed to others nor used for the design or manufacture of any equipment. If the Equipment purchased by Buyer includes any software and/or firmware, it is acknowledged that such software and/or firmware, together with all documentation provided by Seller in connection therewith, are proprietary to the Seller, and that the license to use such software and/or firmware is personal to the Buyer. Therefore, Buyer agrees (a) not to reproduce, distribute or disclose to others such software and/or firmware and to maintain same in confidence, (b) to use same only in connection with Buyer's business and not to allow third parties to use it without Seller's prior written consent, and (c) not to make any modifications to the software and/or firmware for any reason whatsoever. Buyer will not allow the design of the Equipment or the Equipment itself or any part of it to be copied, reverse engineered, or otherwise made available to a third party, including any of Seller's competitors.
14. **ASSIGNMENT.** This Agreement is not assignable by Buyer, except with the written consent of the Seller.
15. **SECURITY INTEREST.** Seller reserves a purchase money security interest in the Equipment, all additions and accessions thereto and all replacements, products and proceeds thereof to secure payment of the purchase price. Such security interest will be retained until the purchase price is paid in full. Buyer agrees that Seller will have the right to file this contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Seller's security interest in the Equipment. At Seller's request Buyer will join with Seller in executing such financing statements. Buyer also agrees that Seller will have the right to invoice Buyer and Buyer will pay all fees, taxes and assessments associated with the filing of this contract or financing statements.
16. **STANDARDS AND SAFETY.** The Equipment shall comply with the standards, regulations and laws at the place of business of the Seller. Buyer shall provide Seller with any local standards, regulations and laws applicable to the Equipment and to the health and safety of personnel at the place of intended installation. Seller will advise Buyer of any change in price relating to compliance with such standards, regulations and local laws. Buyer will employ and maintain any safety guards, controls, warning signs and other safety devices and features, and provide all warnings and instructions, which may reasonably be required for the safety of persons according to the location and use of the Equipment by the Buyer. Buyer shall use and require its employees to use safe operating procedures in operating the Equipment and shall comply with all laws and regulations of any and all governmental bodies or agencies having jurisdiction, including (without limitation as to operations conducted in the United States) the Occupational Safety and Health Act of 1970 (OSHA), as amended, and regulations promulgated pursuant thereto and all amendments thereto with respect to the installation and use of the Equipment. Buyer will not alter or misuse the Equipment in any manner which may constitute a danger to persons. Buyer shall indemnify and hold harmless Seller from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from its failure to comply with its obligations set forth in this paragraph, regardless of whether plaintiff or any other party alleges that Buyer acted negligently. In addition to contractual indemnification, Seller shall be entitled to seek contribution from Buyer in any action or proceeding brought against Seller and Buyer consents to being named as a third-party defendant and to the jurisdiction of the court in which the action or proceeding is pending.
17. **EXPORT CONTROL.** The Buyer shall not (i) export, re-export or transfer any Equipment without first obtaining any licenses and authorizations required under applicable Export Regulations, (ii) export, re-export or transfer any Supplies, or authorize or permit any third party to export, re-export or transfer any Equipment to a country that is subject to comprehensive sanctions or embargoes imposed the United Nations, the United States, the UK or the European Union, including the Democratic People's Republic of Korea (North Korea), Cuba, the region of Crimea, Iran, and Syria, or to any customer or end-user that is subject to sanctions or other export prohibitions or restrictions under applicable Export Regulations or (iii) use the Supplies in connection with the development or production of chemical, biological or nuclear weapons or their delivery systems. Buyer agrees to indemnify Seller against any liability caused by reason of Buyer's failure to comply with the foregoing.
18. **TAXES.** Unless otherwise specified, the Seller's prices do not include any federal, state, or local or foreign tax, duty or tariff of any kind that may be applicable to the sale, purchase use, shipment, delivery, import, export or any other disposition of the Equipment.

## Greenberg, Olivia

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**From:** Niemiste, Paige <niemistp@anagramintl.com>  
**Sent:** Tuesday, January 25, 2022 1:13 PM  
**To:** Estefan, John  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

**[EXTERNAL EMAIL]:** Please exercise caution and verify sender, do not open links, download any attachments or share any passwords/credentials.

John,

Anagram approves of the Davis-Standard Terms & Conditions.

Thank you,  
Paige Niemiste

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**From:** Estefan, John <jestefan@Deacro.com>  
**Sent:** Monday, January 24, 2022 4:09 PM  
**To:** Niemiste, Paige <niemistp@anagramintl.com>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

Paige,

*The terms & conditions listed on the quotes. Pages 11 & 12 apply to these orders. Add a note to the P.O.'s that Anagram agrees to use Davis-Standard Terms & Conditions.*

Thank you,



**John J. Estefan** | Midwest Sales Representative  
O: 905-564-6566 ext. 221 / C: 647-921-3146  
[www.deacro.com](http://www.deacro.com)

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**From:** Niemiste, Paige <[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)>  
**Sent:** January 24, 2022 3:59 PM  
**To:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

**[EXTERNAL EMAIL]:** Please exercise caution and verify sender, do not open links, download any attachments or share any passwords/credentials.

I added the terms on the PO's. Let me know if I need to add anything else.

Thank you,  
Paige

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**From:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Sent:** Monday, January 24, 2022 12:51 PM  
**To:** Niemiste, Paige <[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)>  
**Cc:** Ramirez, Michael <[ramirez@anagramintl.com](mailto:ramirez@anagramintl.com)>; Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

Paige,

The DS legal department are asking if Anagram would "revise the PO's with a statement that the T&Cs in the DS Deacro proposal apply OR send an email stating that they apply to the PO# \_\_\_\_\_ OR sign our quote and date it after the PO?"

Thank you,



**John J. Estefan** | Midwest Sales Representative  
O: 905-564-6566 ext. 221 / C: 647-921-3146  
[www.deacro.com](http://www.deacro.com)

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**From:** Niemiste, Paige <[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)>  
**Sent:** January 20, 2022 11:05 PM  
**To:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Cc:** Kaur, Satpreet <[skaur@Deacro.com](mailto:skaur@Deacro.com)>; Hamilton, Keith <[khamilton@Deacro.com](mailto:khamilton@Deacro.com)>; Azar, Asem <[aazar@davis-standard.com](mailto:aazar@davis-standard.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

**[EXTERNAL EMAIL]:** Please exercise caution and verify sender, do not open links, download any attachments or share any passwords/credentials.

John,

Please see attached purchase orders.

Thank you,



**Paige Niemiste**  
Buyer  
[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)  
phone 952-949-5661  
Anagram International, Inc.  
7700 Anagram Drive  
Minneapolis, MN 55344  
[Anagramballoons.com](http://Anagramballoons.com)



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**From:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Sent:** Monday, January 17, 2022 1:51 PM  
**To:** Niemiste, Paige <[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)>  
**Cc:** Kaur, Satpreet <[skaur@Deacro.com](mailto:skaur@Deacro.com)>; Hamilton, Keith <[khamilton@Deacro.com](mailto:khamilton@Deacro.com)>; Azar, Asem <[aazar@davis-standard.com](mailto:aazar@davis-standard.com)>; Ramirez, Michael <[ramirezm@anagramintl.com](mailto:ramirezm@anagramintl.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

Hi Paige,

*Here are the two machine quotes. If you could send us two p.o. one for each machine that would be great. One machine will have a delivery of 20-22 weeks from down payment and the other is later after that. Once the orders have been received, we will send you the invoices for the 30% down payment.*

Thank you,



**John J. Estefan** | Midwest Sales Representative  
O: 905-564-6566 ext. 221 / C: 647-921-3146  
[www.deacro.com](http://www.deacro.com)

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**From:** Niemiste, Paige <[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)>  
**Sent:** January 17, 2022 2:09 PM  
**To:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Cc:** Kaur, Satpreet <[skaur@Deacro.com](mailto:skaur@Deacro.com)>; Hamilton, Keith <[khamilton@Deacro.com](mailto:khamilton@Deacro.com)>; Azar, Asem <[aazar@davis-standard.com](mailto:aazar@davis-standard.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

**[EXTERNAL EMAIL]:** Please exercise caution and verify sender, do not open links, download any attachments or share any passwords/credentials.

Hi John,

I will be the buyer contact for this quote/purchase order. Could I get a W-9 and a formal quote sent to me?

Thank you,



**Paige Niemiste**  
Buyer  
[niemistp@anagramintl.com](mailto:niemistp@anagramintl.com)  
**phone** 952-949-5661  
Anagram International, Inc.  
7700 Anagram Drive  
Minneapolis, MN 55344  
[Anagramballoons.com](http://Anagramballoons.com)



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**From:** Ramirez, Michael <[ramirez@michaelramirez.com](mailto:ramirez@michaelramirez.com)>  
**Sent:** Monday, January 17, 2022 12:35 PM  
**To:** Niemiste, Paige <[niemistep@anagramintl.com](mailto:niemistep@anagramintl.com)>  
**Subject:** FW: Deacro Industries ( A Davis-Standard Company)

---

**From:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Sent:** Monday, January 17, 2022 12:26 PM  
**To:** Ramirez, Michael <[ramirez@michaelramirez.com](mailto:ramirez@michaelramirez.com)>  
**Cc:** Azar, Asem <[aaazar@davis-standard.com](mailto:aaazar@davis-standard.com)>; Kaur, Satpreet <[skaur@Deacro.com](mailto:skaur@Deacro.com)>; Hamilton, Keith <[khamilton@Deacro.com](mailto:khamilton@Deacro.com)>  
**Subject:** RE: Deacro Industries ( A Davis-Standard Company)

Mike,

*Here is our plant, mailing address & tax ID. Asem is Deacro's Controller and can answer questions for new account set.*

Deacro Industries  
8031 Dixie Rd  
Brampton  
Ontario  
L6T 3V1  
Canada  
Web: [www.deacro.com](http://www.deacro.com)  
Main Phone: 905-564-6566



Thank you & Best Regards,



**John J. Estefan** | Midwest Sales Representative  
O: 905-564-6566 ext. 221 / C: 647-921-3146  
[www.deacro.com](http://www.deacro.com)

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**From:** Ramirez, Michael <[ramirez@michaelramirez.com](mailto:ramirez@michaelramirez.com)>  
**Sent:** January 17, 2022 12:59 PM  
**To:** Estefan, John <[jestefan@Deacro.com](mailto:jestefan@Deacro.com)>  
**Subject:**

[EXTERNAL EMAIL]: Please exercise caution and verify sender, do not open links, download any attachments or share any passwords/credentials.

Is this through Davis Standard or Deacro? If it is Deacro, I will need to get them set up in our system which will take a day or two.

Paige

Mike Ramirez  
Plant Production Manager  
Anagram International  
952-949-5611  
612-437-3862



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