

## ASTRONOVA, INC. Terms and Conditions

AstroNova, Inc., a Rhode Island corporation ("AstroNova"), and you, the customer identified on the front of this Agreement, agree that the following terms and conditions apply to the equipment, software and related products and services listed on the front of this Agreement or subsequently ordered pursuant to this Agreement (collectively, the "Products").

**Cancellation of orders.** If you terminate this Agreement or cancel any order relating to this Agreement for non-custom Products prior to delivery, AstroNova may charge a restocking fee of up to 25% of the purchase price of the canceled products, plus any shipping costs incurred. In the event you cancel this Agreement or any order relating to this Agreement for "custom" Products prior to delivery, AstroNova may require you to pay the full purchase price for such Products, plus any shipping costs incurred.

**Choice of law.** The construction, interpretation and performance of the Agreement and all transactions under it shall be governed by the laws of the State of Rhode Island excluding its choice of law rules. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

**Consequential damages.** ASTRONOVA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS RESULTING FROM EITHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, EVEN IF ASTRONOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Entire agreement.** These terms and conditions together with the information on the front side of this Agreement that we have approved shall constitute the entire Agreement between you and AstroNova and shall supercede all prior and contemporaneous agreements, discussions and understandings between the parties. No modification, supplement or amendment shall be effective unless in writing signed by AstroNova. All terms and conditions herein shall apply to all orders from you. Pre-printed provisions on the reverse side of any orders on your forms and any terms inserted or deleted by you shall be of no force and effect unless expressly consented to by AstroNova in writing.

**Force majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors ("Force Majeure Conditions"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the Force Majeure Condition and any action being taken to avoid or minimize its effect. The party affected by the other's delay or inability to perform this Agreement may terminate, at no charge, the remaining portion of this Agreement with respect to the Products not already shipped if the non-performance continues for a period of at least fifteen (15) days after the date of the notice. **Indemnity.** You shall indemnify, defend and hold harmless AstroNova and each of its affiliates, and each of their officers, directors, employees, agents and successors and assigns from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from the breach by you of any provision of this Agreement or any negligence, willful misconduct or other fault of you or your employees, subcontractors or agents arising from the use of the Products. AstroNova will indemnify, defend and hold harmless you and each of your affiliates and each of their officers, directors, employees, agents and successors and assigns from any suit or proceeding brought in a court of the United States for the direct infringement of United States patents and trademarks by the Products covered by this Agreement which are manufactured by AstroNova.

**Dispute Resolution.** You and AstroNova irrevocably agree that any dispute regarding this Agreement shall be submitted to arbitration and shall be resolved in accordance with the rules of the JAMS/Endispute for expedited cases then in effect. The arbitrator(s) shall be mutually selected by you and AstroNova or in the event we cannot mutually agree, then appointed by JAMS/Endispute. Any arbitration shall be held in Providence, Rhode Island and the arbitrator(s) shall apply Rhode Island law. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered in any court of competent jurisdiction.

**Over/Under.** Over and under runs for label/tag products are necessary due to the nature of the manufacturing process. As a result, all label/tag orders are subject to a 10% variation in the quantity ordered (determined by SKU unit of measure). A 10% variation in label/tag quantities shipped over or under the quantities ordered shall constitute compliance with Buyer's order, the

resulting quantity shipped will be billed at the same prices noted on the order, and the customer agrees to pay for the quantity shipped.

**Payment terms.** AstroNova may require an advance payment of up to 50% of the total purchase order price and/or may require progress payments or other forms of security as a condition of acceptance of any order to purchase. AstroNova will render a final invoice upon delivery of the Products. Payment is due within thirty (30) days from the invoice date. You agree to reimburse AstroNova for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Interest may be charged on any outstanding balance not paid within thirty (30) days of the invoice date at the rate of 1.5% per month. You have no set-off rights. You hereby grant AstroNova a security interest in the Products and all products and proceeds thereof purchased under this Agreement to secure payment for those Products purchased and you agree to execute any financing statements or other documents requested by AstroNova to perfect its security interest.

**Proprietary rights.** All documentation, designs, drawings, samples, specifications, publications, schedules, engineering details, instructional manuals and related data of AstroNova pertaining to the Products shall remain the proprietary and confidential information of AstroNova (the "Confidential Information"). You shall protect the Confidential Information from disclosure to others with the same degree of care that a reasonable, diligent and prudent person would exercise in protecting its own confidential information. You shall not use any Confidential Information except as is contemplated by the specific sales transaction contemplated by this Agreement. You shall not duplicate or reproduce any Confidential Information without AstroNova's prior written consent, and any such information duplicated or reproduced must be returned promptly to AstroNova upon request. Notwithstanding the foregoing, Confidential Information shall not include any information that (1) you rightfully obtain free of any obligation to keep confidential; (2) becomes generally known to the public through acts not attributable to you; or (3) you independently develop. You shall not reverse engineer all or any portion of Products nor allow or assist others to do so. Further, you shall not remove, alter, erase, deface, or cover over any markings on Products or its packaging.

**Severability.** If any provision of this Agreement is found to be invalid or unenforceable, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid and enforceable and binding on the parties.

**Shipping/Delivery.** Unless otherwise agreed, AstroNova will deliver the Products to you F.O.B. the place of shipment. Delivery of the Products to a common carrier shall be deemed a satisfactory delivery by AstroNova to you. You agree to pay all freight, insurance, packing and other transportation charges related to said delivery as invoiced.

**Software.** If the Products provided under this Agreement include software programs owned by or licensed to AstroNova, such software is provided to you pursuant to the terms of the software license agreement included with the Products. Your right to use such software is contingent upon your acceptance of, and compliance with, the terms of such software license agreement. No ownership rights in any software is transferred hereunder and such software shall remain the sole property of AstroNova or its licensors, as appropriate.

**Taxes.** You shall pay any applicable local, state, and federal taxes, however designated (excluding AstroNova's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the Products, unless you provide AstroNova with an appropriate certificate of exemption.

**Termination.** If either party fails to perform or observe any material term or condition of this Agreement, and such failure continues for ten (10) days after receipt of written notice by the nonperforming party, the performing party may terminate without penalty by sending written notice of its termination decision to the non-performing party at the address indicated herein, and the performing party may exercise any available rights under this Agreement.

**Title and risk of loss.** Title to the Products (excluding any software included in the Products which is licensed to you) and risk of loss or damage to the Products will pass to you at the F.O.B. location.

**Export Restrictions; Nuclear Technology and Life Support Systems.** You will obtain all licenses, permits, and approvals required by any government and will comply with all applicable export laws of the United States and other countries including rules, policies and procedures of the applicable governments and other competent authorities. You will indemnify and hold AstroNova harmless for any violation or alleged violation by you of such laws, rules, policies, or procedures. You also certify that neither Products nor technical data supplied by AstroNova under this Agreement will be sold or otherwise transferred to or made available for use by or for any entity that is engaged in the design, development, production, or use of nuclear, biological, or chemical weapons, missile technology, or life support systems. This Section shall survive termination or expiration of the Agreement.

Waiver. The failure of either party to insist on performance of any of the terms and conditions herein or to exercise any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be deemed a waiver of such rights or remedy with respect to any other breach or failure by the other parts.

Warranty. The terms of warranty, if any, that applies to the Products will be included with the manuals and other specifications provided to you with the Products. **ASTRONOVA, ITS SUBSIDIARIES, AND THEIR AFFILIATES, SUBCONTRACTORS, AND SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM AND WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**