

## **Terms and Conditions of Sale**

These terms and conditions of sale (the “Terms and Conditions”) shall be the sole terms and conditions governing the sale of goods or services provided by MTEX New Solution, S.A., an AstroNova, Inc. company (hereinafter referred to as “MTEX”) to the purchaser of such goods including customers, distributors, resellers, etc. (“Buyer”). Except as otherwise provided in a supply agreement that incorporates these Terms and Conditions, the identity of Buyer, the identity of the products being purchased or services provided (the “Products”), the quantity of Products being purchased, the destination for delivery of the Products, and other material information concerning Buyer’s order shall be set forth in Buyer’s purchase order (the “Purchase Order”) and provided to MTEX. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order. If Buyer and MTEX are party to a supply agreement that references these Terms and Conditions, then these Terms and Conditions are incorporated into and made a part of such agreement. “Agreement” means (i) the supply agreement (if any) existing between Buyer and MTEX that references these Terms and Conditions, (ii) these Terms and Conditions, and (iii) each Purchase Order accepted by MTEX. All Purchase Orders placed by Buyer are subject to written acceptance or rejection by MTEX. All Purchase Orders for Products are subject to minimum order quantities as determined by MTEX from time to time and are subject to change by MTEX without notice. If MTEX does not accept in writing a Purchase Order by Buyer, such Purchase Order shall be deemed to be rejected. No preprinted or form language appearing on Buyer’s Purchase Order or any other such documentation shall become a part of the Agreement. MTEX’S ACCEPTANCE OF ANY BUYER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND MTEX OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S PURCHASE ORDER OR OTHERWISE. MTEX WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF MTEX FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER’S PURCHASE ORDER, OTHER FORMS OR OTHERWISE.

**Order of Precedence.** All provisions in these Terms and Conditions shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the provisions herein, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence: (i) the supply agreement, if applicable, (ii) these Terms and Conditions; (iii) the Purchase Order.

**Cancellation of orders.** Products may not be returned without the prior written consent of MTEX. In the event MTEX accepts such a return, MTEX reserves the right to charge Buyer a restocking fee and be reimbursed for any shipping costs. If Buyer cancels or rescinds any Purchase Order relating to this Agreement for a non-custom Product(s). MTEX may charge a restocking fee of up to 25% of the purchase price of such Product(s), plus any shipping costs incurred. In the event Buyer cancels or rescinds any Purchase Order relating to this Agreement for a custom Product(s). MTEX may require Buyer to pay the full purchase price for such Product(s), 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 Portuguese Law. The Parties agree that any action brought by either Party in connection with any rights or obligations arising out of this Agreement shall be instituted in the court of Braga. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

**Limitation of liability.** Except in the case of intent or gross negligence, in no event will MTEX be liable for any incidental, consequential, indirect, special, contingent or punitive damages (including without limitation loss of profits, revenues or use) arising out of or relating to: (i) any breach of contract or warranty, tort (including negligence or strict liability), or other theories of law with respect to the Products sold or services rendered, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming Products; (iii) breach of any other provision of the agreement between the parties; or (iv) any claim of any kind arising out of or relating to any Purchase Order or MTEX’s performance in connection therewith even if MTEX has been advised of the possibility of such damages. In any event, MTEX’s liability will not exceed the purchase price of the Products on which such liability is based. These limitations and exclusions will apply regardless of whether liability arises from breach of contract, indemnity, tort, warranty, operation of law, or otherwise.

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 Buyer and MTEX and shall supersede all prior and contemporaneous agreements, discussions and understandings between the parties. No modification, supplement or amendment shall be effective unless in writing signed by MTEX. All terms and conditions herein shall apply to all Purchase Orders from Buyer. Pre-printed provisions on the reverse side of any orders on Buyer's forms and any terms inserted or deleted by Buyer shall be of no force and effect unless expressly consented to by MTEX 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, endemic, pandemic, disease, 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 ninety (90) days after the date of the notice.

Indemnity. Buyer shall indemnify, defend and hold harmless MTEX 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 Buyer of any provision of this Agreement or any negligence, willful misconduct or other fault of Buyer or Buyer's employees, customers, subcontractors or agents arising from the use of the Products. MTEX will indemnify and hold harmless Buyer, and its officers, directors, employees, 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 MTEX. MTEX will have no obligation or liability to indemnify Buyer with respect to claims of infringement arising out of or based on: (1) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications; (2) Products used other than for their ordinary intended purpose; (3) any combination of the Products with any article or service not furnished by MTEX, including use of third-party consumables or supplies; (4) any modification or repair of the Product other than a modification performed by MTEX; or (5) damages based on a theory of liability other than infringement by the Products. Because MTEX has exclusive control of resolving infringement claims hereunder, in no event will MTEX be liable for Buyer's attorney fees or costs.

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. MTEX may require an advance payment of up to 100% 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. MTEX will render a final invoice upon delivery of the Products. Payment is due within thirty (30) days from the invoice date. All prices and payments are in Euros. Buyer agrees to reimburse MTEX 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 maximum rate allowed under applicable law. Whenever reasonable grounds for insecurity exist with respect to due payment by Buyer, MTEX may demand different terms of payment and may demand assurance of due payment. MTEX may, upon the making of such demand, stop production and suspend shipment hereunder. Buyer has no set-off rights. Buyer hereby grants MTEX a security interest in the Products and all Products and proceeds thereof purchased under this Agreement to secure payment for those Products purchased and Buyer agrees to execute any financing statements or other documents requested by MTEX to perfect its security interest.

Proprietary rights. Unless otherwise agreed to in writing by MTEX, MTEX will not be bound by any obligations of confidentiality or non-disclosure. All documentation, designs, drawings, samples, specifications, publications, schedules, engineering details, instructional manuals, and related data of MTEX pertaining to the Products shall remain the proprietary and confidential information of MTEX (the "Confidential Information"). Buyer 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. Buyer shall not use any Confidential Information except as is contemplated by the specific sales transaction contemplated by this Agreement. Buyer shall not duplicate or reproduce any Confidential Information without MTEX's prior written consent, and any such information duplicated or reproduced must be returned promptly to MTEX upon request. Notwithstanding the foregoing, Confidential Information shall not include any information that (1) Buyer rightfully obtains free of any obligation to keep confidential; (2) becomes generally known to the public through acts not attributable to Buyer; or (3) Buyer independently develops. Buyer shall not reverse engineer all or any portion of Products nor allow or assist others to do so. Further, Buyer 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. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Shipping/Delivery. Unless otherwise agreed between the parties, MTEX will deliver the Products to Buyer Ex Works (Incoterms 2020), MTEX's facility. For international shipments, MTEX shall determine the appropriate Incoterm 2020 delivery term that will be used for each Purchase Order. Delivery of the Products to a common carrier shall be deemed a satisfactory delivery by MTEX to Buyer. Buyer agrees to pay all freight, insurance, packing and other transportation charges related to said delivery as invoiced. All delivery and shipping dates are estimates only. MTEX will not be responsible for any delays in filling the Purchase Order nor liable for any losses or damages resulting from such delays, and the Purchase Order will not be subject to cancellation for any such delays.

Inspection, Acceptance or Rejection. Buyer will make adequate inspection of the Products promptly after their receipt, and in any event within ten (10) days of receipt and will give MTEX prompt written notice of any non-conformity or defect. Buyer's failure in either respect will constitute a waiver of such non-conformity or defect. Buyer must keep lot traceability records for the Products to ensure that lots manufactured by MTEX can be traced through Buyer's manufacturing and/or sales processes.

Intellectual Property. Buyer acknowledges and agrees that:

- a) any and all MTEX's Intellectual Property Rights (hereinafter defined) are the sole and exclusive property of MTEX or its licensors;
- b) Buyer shall not acquire any ownership interest in any of MTEX's Intellectual Property Rights under this Agreement;
- c) any goodwill derived from the use by Buyer of MTEX's Intellectual Property Rights inures to the benefit of MTEX or its licensors, as the case may be;
- d) if Buyer acquires any Intellectual Property Rights, rights in or relating to any Products (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to MTEX or its licensors, as the case may be, without further action by either of the parties; and
- e) Buyer shall use MTEX's Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of MTEX.

"Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, websites, and URLs; (iv) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; (vi) semiconductor chips, mask works, and the like; and (vii) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

Software. If the Products provided under this Agreement include software programs owned by or licensed to MTEX, such software is provided to Buyer pursuant to the terms of the software license agreement included with the Products or as otherwise provided by MTEX. Your right to use such software is contingent upon Buyer's 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 MTEX or its licensors, as appropriate. Such license does not convey any other rights, expressly or by implication, to manufacture, duplicate, modify, or otherwise copy or reproduce the Products or software through reverse engineering or any other means. Buyer agrees not to engage in any such manufacturing, duplication, modification, copying, or reproduction.

Taxes. Buyer shall pay any applicable taxes, however designated (excluding MTEX's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the Products, unless Buyer provides MTEX with an appropriate certificate of exemption.

Title and risk of loss. Title to the Products (excluding any software included in the Products which is licensed to Buyer) will remain with MTEX until said Products are paid for in full by Buyer. Risk of loss or damage to the Products will pass to Buyer at the delivery location identified above.

Compliance with Laws. Products, services and information supplied under this Purchase Order are subject to Buyer's compliance with all Portuguese and European Union applicable laws. Buyer will obtain all licenses, permits, and approvals required by any government. For shipments, MTEX will be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the ordered Products, including applications for agreements relating to defense services, and Buyer will cooperate with MTEX in obtaining such export licenses at MTEX's request. MTEX will have no liability to Buyer in the event that an export license is delayed, not approved, or is later withdrawn or suspended. Buyer agrees to provide MTEX any documentation MTEX reasonably requests to comply with the regulations. Should Buyer's actions, or the actions of its owners, directors, officers, employees, representatives, consultants or agents, result in the assessment of any fine, penalty or disgorgement of profits against MTEX for violation of any applicable laws, Buyer hereby agrees to indemnify MTEX therefore.

Waiver and remedies. 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. Buyer shall have no claim against MTEX for compensation or otherwise with regard to the Agreement whether in contract, in tort, under any warranty or otherwise, either during the term of the Agreement or after or as a result of its termination except as expressly provided herein. The remedies set forth in the Agreement are Buyer's exclusive remedies, and any liability of MTEX, whether in contract, in tort, under any warranty or otherwise, with respect to the Agreement including, but not limited to, the performance or breach hereof or the acceptance or rejection of Purchase Orders for, sale of and/or delivery of Products, shall not, except as expressly provided herein, exceed or in any way differ from the remedies and obligations provided for in the Agreement.

Warranty. The terms of warranty, if any, that apply to the Products will be included with the manuals, specifications or documentation provided to Buyer with the Products. If no warranty terms are provided to Buyer, then the warranty below shall apply.

1. Seller warrants that the printer Product shall conform to its technical specifications for a period of one (1) year from date of shipment to Buyer. Spare parts and consumables are covered by a six (6) month warranty from date of shipment. All warranty claims must be submitted to Seller within the period identified above. The warranty only covers defects existing at the time of delivery; usage and wear and tear are not covered by the warranty. Wear parts, including any components that come into contact with ink, are not covered by the warranty hereunder. In the event of an alleged defect, Buyer must submit a written claim for any defects within seven (7) days of discovery, indicating the type of imperfection and all relevant details. In the event of an alleged hidden defect, Buyer must submit a written claim for any defects within six (6) days of discovery, indicating the type of imperfection and all relevant details. Valid warranty claims shall be resolved in accordance with Paragraph 3 below.
2. Buyer shall inspect the Products immediately upon arrival at the agreed destination in order to determine if Products have been damaged in transit and 2) are of the quality and quantity specified herein. Any damage to the Products in transit must be recorded in the carrier's delivery note.
3. Upon receipt of the notification referred to in Paragraph 1 and/or Paragraph 2 above, Seller may either repair the defective Product or provide replacement Product. Seller shall bear the cost of transporting the Products and/or replacement Products but no other expense including, but not limited to, removal, installation, re-installation or processing. Any warranty service provided by Seller shall not extend the Product's original warranty period.
4. Seller reserves the right to utilize new, refurbished, and/or reconditioned parts for warranty repairs and replacements.
5. This warranty DOES NOT cover:
  - a. Wear parts, including any components that come into contact with ink
  - b. Restoration of customer data or settings
  - c. Damage caused by the addition of third-party parts, components, consumables, or peripheral devices added to the Product after its purchase from Seller
  - d. Any color change or fading of print images including graphics and/or text, or reimbursement of materials or services required for reprinting
  - e. Any Product that has been repaired, serviced, modified, or altered other than by Seller.
  - f. Any product that has been damaged by:
    - i. Misuse or abuse (such as damage caused by liquids, excessive dust, harsh environments, abnormal environmental conditions or damaging the Product due to mishandling)
    - ii. Improper storage, operation, packing, shipping, transportation, or installation
    - iii. The failure to properly maintain the product as specified in Seller's instructions, the operator maintenance guides or technical bulletins or documentation
  - g. Accident or natural and environmental events or disasters (such as flooding, tornados, storms, lightning, earthquakes, fire, and water leaks)
  - h. Improper electrical wiring or power variations that fail to meet specifications as specified in Seller's instructions or the Product's installation guide or documentation
  - i. The use of non-approved Rasterized Image Processing (RIP) software
  - j. Interaction with non-Seller products
  - k. Any Product that has had its serial number or other identification markings altered or removed.
  - l. Any Product that is not stored and operated within the storage and operating limitations specified for the Product.
  - m. All costs incurred by MTEX or its affiliates in connection with assessing and/or performing a warranty obligation on site at the Customer's facility, including travel expenses and labor costs, shall be the sole obligation of Buyer.
6. THE WARRANTIES SPECIFICALLY SET FORTH ABOVE ARE THE ONLY WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, TRADE



USAGE, OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MTEX HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the warranty period. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Headings. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.

Assignment. This Agreement and/or any Purchase Order and any right or interest hereunder may not be assigned by Buyer without MTEX's prior written consent. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Buyer of any of its obligations hereunder. MTEX may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

Survival. Provisions of these Terms and Conditions that by their nature should continue in force beyond the completion or termination of an Order will remain in force. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Notices. Every notice between the parties relating to a Purchase Order will be made in writing and, if to Buyer, to Buyer's authorized representative or, if to MTEX, to MTEX's authorized representative. Notices will be deemed received when delivered either: two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party. All notices must be addressed as follows:

To Seller: CEO, AstroNova, Inc., 600 East Greenwich Avenue, West Warwick, RI 02893

With a copy to AstroNova: Associate General Counsel, AstroNova, Inc., 600 East Greenwich Avenue, West Warwick, RI, 02893, USA

To Buyer: Buyer's authorized purchasing representative's name and address on the Purchase Order

Protection of Personal Data. Parties agree to comply with their respective obligations under the Personal Data protection regulations, including EU Regulation No. 2016/679 dated 27 April 2016, if applicable to the Purchase Order and implement commercially reasonable technical and organizational security procedures and measures to preserve the security and confidentiality of the personal data received under the Agreement and Purchase Order. Each Party agrees to obtain all necessary consents under the applicable data protection laws and shall ensure the implementation of the rights of the data subject with regard to the processing of the personal data it performs. If the data is to be transferred outside the European Union, the Parties undertake to implement an adequate guarantee of protection, in accordance with existing regulations.

Price. Unless otherwise agreed to in writing by the parties, pricing and charges will be established at the time AstroNova accepts Buyer's Purchase Order for Products or services by sales order acknowledgement or as otherwise noted by an authorized representative of AstroNova in writing. All such taxes, tariffs and duties in effect or hereafter levied, which are applicable to the sale of the Products, are in addition to such prices. Effective August 27, 2025, AstroNova will implement a 3.5% tariff surcharge on all Purchase Orders. This tariff surcharge is subject to change at any time. Buyer will make payment pursuant to AstroNova's invoices at the prices and charges provided therein.