

## General Terms and Conditions for Sale of Products and Services for the field of Product Identification

1. Parties. The contractual parties hereunder are AstroNova GmbH, Waldstraße 70, 63128 Dietzenbach, Deutschland (herein referred to as “**AstroNova**”) and its customer (herein referred to as “**Buyer**”), who is not a consumer as per § 13 of the German Civil Code (BGB). These General Terms and Conditions for Sale of Products and Services in the field of Product Identification (“General Terms and Conditions”) shall be the sole terms and conditions governing the sale of Products (hereinafter defined) or services provided by AstroNova to Buyer. Any terms and conditions of Buyer shall not become part of this Agreement even if the Buyer has referenced such terms and conditions in any tender, invitation for tenders, order, order confirmation or other document and this reference has not been opposed to.
2. Orders. Unless agreed otherwise, the identity of Buyer, the identity of AstroNova OEM products or services (“Products”), the quantity of the requested Products, the destination for delivery of the Products and other material information concerning Buyer’s purchase order will be set forth in the Buyer’s order (“Purchase Order”) and provided to AstroNova. Any Buyer’s order has to be accepted or rejected by AstroNova in writing or text form. All Purchase Orders for Products are subject to minimum order quantities as determined by AstroNova from time to time. Such minimum order quantities can be changed by AstroNova at any time without notice, which does not apply to orders already confirmed. If AstroNova does not accept in writing or in text form and within 14 days a Purchase Order submitted by the Buyer, such Purchase Order shall be deemed to be rejected.
3. Order of Precedence. If several documents or provisions become part of the Agreement and the contents of such documents or provisions contradict each other, 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 General Terms and Conditions; (iii) the order confirmation, (iv) the Purchase Order. The statutory provisions for consumers on Products with digital elements do not have any indicative effect on the Agreements concluded with the inclusion of these General Terms and Conditions.
4. Choice of law. The laws of the Federal Republic of Germany shall apply except the law of conflict of law. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. Limitation of liability. AstroNova shall be fully liable for any damage arising out of or relating to intention or gross negligence as well as in case of absence of a guaranteed feature of Products sold or services rendered. In the event of slight negligence, AstroNova shall be fully liable for any claim due to an injury to a person’s life, body or health. Apart from that, liability for Buyer’s contractual and statutory right to damages is limited or excluded as follows: AstroNova shall be liable in the event of slight negligence only if an obligation the fulfillment of which allows proper execution of the contract has been infringed, if the infringement of an obligation jeopardizes achieving the material purpose of the contract, and the fulfillment of which Buyer may regularly trust on (cardinal obligation). If a cardinal obligation is infringed, liability shall be limited to contract-typical foreseeable damage. This limitation also applies to loss of profits or non-realized savings. Liability for any other consequential harm or damage caused by a defect is excluded. AstroNova will be liable for any loss of data caused by slight negligence as per the preconditions and to the extent stated above only if Buyer has saved the data in an appropriate manner so that the data can be restored with reasonable effort. Liability for all and any other damage is excluded. Liability as per the provisions contained in the law of product liability (Produkthaftungsgesetz) remains unaffected. If AstroNova’s liability is excluded or limited, this exclusion or limitation shall also apply to personal liability of its staff, representatives, and vicarious agents.
6. Written form. Any alteration, amendment, cancellation or withdrawal need to be submitted in writing. This also applies to the annulment of this provision.
7. 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.

8. Third party rights. If the use of a Product results in an infringement of any intellectual property right or copyright or a third party's right, AstroNova will at their cost and at their own discretion provide Buyer with the right to use the Product or redesign the Product to eliminate any such infringement or take back the Product at the invoiced price deducting a reasonable compensation for loss of use. The latter shall apply only if AstroNova fails to provide with reasonable effort any other remedy within a reasonable period of time or such remedy itself is not reasonable. Furthermore, AstroNova shall indemnify and hold harmless Buyer from and against any undisputed or legally enforceable claims by the particular proprietor of right. These obligations of AstroNovas are final for any case of industrial property right infringement or copyright infringement and subject to the Section "Limitation of liability" above. These obligations of AstroNova shall apply only if:
  - a. Buyer informs AstroNova immediately about any claimed infringement in property right or copyright; and
  - b. Buyer fully transfers defense against such claims to AstroNova or, if Buyer cannot transfer defense to AstroNova in full, Buyer grants AstroNova control of defense and always and only acts in agreement with AstroNova during the defense process or during settlement negotiations and Buyer allows the execution of infringement-free measures respectively, if applicable; and
  - c. the infringement is not based on Buyer's instructions; and
  - d. the infringement is not caused by Buyer's modification of the Product at their own authority or by the Buyer's use of the Product other than stipulated in the contract.
9. Disputes. All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Frankfurt / Main, Germany. The language of the arbitration shall be German. The rules of law applicable to the merits shall be the laws of the Federal Republic of Germany except the law of conflict of law. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
10. Terms of payment. AstroNova may require an advance payment of up to 100% of the total Purchase Order and/or progress payments or other forms of security as a condition of acceptance of any Purchase Order. If there is no progress payment/down payment requested, AstroNova will render a final invoice upon delivery of the Products. If Buyer orders services from AstroNova, such as setup or installation of Products, payment for such services will be invoiced separately upon the completion of said services and will have no effect on the issuance of an invoice related to delivery of the Products. Payment is due within thirty (30) days from the invoice date. All prices will be quoted in EURO. Payment will be made in EURO. All prices quoted are net prices, and they are invoiced plus relevant VAT. When the due date is exceeded, an additional interest after due date of 9 percentage points above the prime rate valid at the time will be in demand for payment, irrespective of any other legal claims. If it becomes obvious after the conclusion of the Agreement that the entitlement to the purchase price is at risk due to Buyer's poor performance, AstroNova has the right as per the relevant statutory regulations concerning refusal to perform – and after having set a deadline, if applicable – to withdraw from the contract as per § 321 of the German Civil Code (BGB). AstroNova may declare their immediate withdrawal from the contract in case of any contract concluded with the purpose to produce unacceptable or unjustifiable devices (custom-made devices); the legal regulations concerning the dispensability of the appointment of dates remain unaffected. Buyer has no set-off rights and no right of retention unless their counterclaim has been legally determined or is irrefutable.
11. Proprietary rights of information, nondisclosure. Unless explicitly stipulated to the contrary, AstroNova 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 AstroNova pertaining to the Products shall remain the proprietary and confidential information of AstroNova ("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 AstroNova's prior written consent, and any such information duplicated or reproduced must be returned promptly to AstroNova upon AstroNova's 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.

12. 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.
13. Shipping/Delivery. Unless otherwise agreed between the parties, AstroNova will deliver the Products to Buyer Ex Works (Incoterms 2020), AstroNova's facility, Waldstrasse 70, 63128, Dietzenbach, Germany. For international shipments, AstroNova 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 AstroNova 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.
14. 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 inform AstroNova promptly in writing or in text of any fault or defect. Buyer's failure to inform AstroNova constitutes a waiver of any claim arising from the defect. § 377 of the German Commercial Code (HGB) remains unaffected. Buyer must keep lot traceability records for the Products to ensure that lots manufactured by AstroNova can be traced through Buyer's manufacturing and/or sales processes. In the event AstroNova installs the Product(s) at Buyer's facility, a Site Acceptance Testing (SAT) must be performed by AstroNova at Buyer's facility following installation of said Product(s).
15. Software. If the Products provided under this Agreement include software programs owned by or licensed to AstroNova, such software is provided to Buyer pursuant to the terms of the software license agreement included with the Products or as otherwise provided by AstroNova. The right to use such software is contingent upon Buyer's acceptance of, and compliance with, the terms of such software license agreement. No ownership right in any software is transferred hereunder, and such software shall remain the sole property of AstroNova and their licensors respectively. 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. The provisions as per §69d section 2 and 3, §69e of the German Copyright Act (Urheberrechtsgesetz) remain unaffected.
16. Taxes. Buyer 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 Buyer provides AstroNova with an appropriate certificate of exemption.
  - a. Title and risk of loss. Risk of accidental loss or accidental damage to the Products will pass to Buyer at the delivery term identified above in Section 13. AstroNova has the title to the supplied goods until all and any AstroNova's current and future claims under the contract and under AstroNova's business relation with Buyer ("Secured Debts") have been settled in full.
  - b. The supplied goods subject to reservation of title may neither be transferred for security reasons nor pledged to a third party until the secured debts have been paid in full. Buyer has to inform AstroNova immediately if a petition for insolvency proceedings has been filed or if a third party is granted access (e.g. distraint) to the supplied goods subject to reservation of title.

- c. If Buyer's behavior constitutes a breach of contract, in particular non-payment of a due invoice amount of a Purchase Order, AstroNova shall have the right, as per statutory provisions and regulations, to withdraw from the contract and/or demand the return of the supplied goods on the basis of the reservation of title. Claiming the return of the supplied goods does not at all constitute any withdrawal from the contract; AstroNova rather has the right to claim the return of the supplied goods only and to reserve the right of withdrawal. If buyer fails to pay the due amount, such rights may be enforced by AstroNova only if Buyer has been granted a reasonable period for settlement or if such period is dispensable as per statutory provisions.
- d. Buyer shall be entitled as per clause (iii) below subject to withdrawal to resell through proper business procedures the supplied goods subject to reservation of title and/or to process such goods. In this case, the following provisions shall apply additionally:
  - i. The reservation to title applies to the full value of the products created through processing, blending or combining the item supplied by AstroNova, with AstroNova being regarded as the manufacturer. If the property right on such product remains effective despite processing, blending or combining the item with third-party goods, AstroNova acquires co-ownership in the ratio of the invoice value of the processed, blended or combined products. As a matter of fact, the created product shall be subject to the same provisions and regulations as the goods supplied subject to reservation of title.
  - ii. Buyer already now transfers the claims arising from reselling the supplied goods or the created product against a third party to AstroNova in full and up to the particular co-ownership value respectively for security reasons as per aforementioned clause. AstroNova shall accept the ceding. Buyer's stated obligations also apply with due regard for the transferred claims.
  - iii. Buyer, as well as AstroNova, shall be authorized to collect the claim. AstroNova agrees not to collect the claim unless Buyer fails to honor its financial commitments against AstroNova, Buyer's performance is poor, and AstroNova enforces the reservation to title by exercising a right. If this is the case, however, AstroNova may request that Buyer informs AstroNova about the transferred claims and the corresponding debtors, provides all information required for collection, hands over the corresponding documentation, and informs the debtors (third parties) about the ceding. Moreover, AstroNova in this case shall have the right to revoke Buyer's authorization to resell or further process the goods subject to reservation of title.
  - iv. If the convertible value of the securities exceeds AstroNova's claims by more than 10%, AstroNova will release upon Buyer's request some of the securities as selected at AstroNova's discretion.

18. Export Control Compliance. Buyer shall comply with all applicable export laws and regulations of the Federal Republic of Germany, the European Union, the USA as well as of other countries having jurisdiction over the Products. Buyer shall not violate any such laws and regulations, especially by exporting or re-exporting the Products without holding all necessary authorizations and licenses therefor. Buyer further warrants that it will take all reasonable and appropriate steps, including, but not limited to, obtaining warranties, guarantees or other assurances, to ensure that no third party purchasing or otherwise procuring the Products will export or re-export the same in violation of the aforementioned applicable laws and regulations. AstroNova reserves the right to not accept an order or terminate the agreement with immediate effect that AstroNova considers in conflict with the aforementioned laws and regulations or in case that the Buyer or its customer does not comply with its obligations. In the case that the Buyer or its customer does not comply with its obligations AstroNova is not liable for damages or reimbursement of expenses. There is no obligation for AstroNova to check Buyer's compliance with the aforementioned laws and regulations or its obligations. AstroNova is not responsible for costs, liability or damages resulting from the Buyer not complying with the aforementioned laws and regulations.

19. 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.

## 20. Warranty.

- a. The Product is free from material defects if it complies with the legal requirements in subjective and objective respects and the legal assembly requirements at the time of transfer of risk. The agreed quality and the use required according to the agreement results from the Product description of AstroNova. The normal use of the Products results from AstroNova's Product description as well, unless the Buyer proves that the normal use of the Product is different. The same applies to the normal characteristics of this kind of Products. The Buyer cannot expect the delivery of detailed assembly or installation instructions and other instructions if he himself employs skilled personnel who are qualified to carry out the assembly or installation of the product.
- b. If the delivery item or performance of the service is subject to defects that impair their contractual use or their normal use not just insignificantly, the Buyer shall be entitled to remedy or new delivery (supplementary performance) at the option of AstroNova. If the Buyer has set a reasonable period for supplementary performance and AstroNova refuses supplementary performance or if the supplementary performance fails after the first and second reasonable period for supplementary performance, the Buyer has the right to demand either cancellation of the contract or reduction of the compensation. In the event of an insignificant deviation of the delivery item or service that does not restrict functionality, the Buyer can only demand a reduction of compensation.
- c. A copy of the invoice or delivery note or similar proof is required to verify a warranty claim. In addition, AstroNova requires the following information and reserves the right to require any other information, documentation, or evidence from the Buyer to support an alleged warranty claim:
  - i. Device description,
  - ii. Serial number, and
  - iii. Detailed error description.
- d. If AstroNova authorizes a return of an allegedly defective Product, the Buyer shall ensure it complies with AstroNova's return material authorization process and that such Product(s) is sent to AstroNova in suitable transport packaging, if possible in the original packaging. Alternatively, AstroNova may, in its sole discretion, inspect the allegedly defective Products onsite at Buyer's facility. If AstroNova has examined a Product for defects and there is no material defect and the Buyer could have recognized this, the Buyer shall bear the costs thus incurred. The current price list at the time of service delivery shall be used to calculate the costs. In addition, expenses incurred in the search for defects for which AstroNova is charged by its suppliers, can be charged to the Buyer. Claims for defects do not exist in case of:
  - i. minor deviations from the agreed-upon or normal quality,
  - ii. minor impairment of agreed-upon or normal use,
  - iii. natural wear or wear and tear,
  - iv. damage that arises after the transfer of risk as a result of faulty or negligent handling, insufficient maintenance, assembly errors of the Buyer, excessive stress, unsuitable operating environment or special external influences that are not assumed according to the contract and that are unusual,
  - v. damage caused by the addition of third-party parts, components, consumables, media, or peripheral devices added to the Product after its purchase from AstroNova,
  - vi. any product that has been damaged by:
    1. misuse or abuse (such as damage caused by liquids, excessive dust, harsh environments, or damaging the Product due to mishandling);
    2. improper storage, packing, shipping, transportation, or installation;
    3. failure to properly maintain the Product as specified in the operator/maintenance guides or technical bulletins/documentation;
    4. accident or natural and environmental events or disasters (such as flooding, tornados, storms, lightning, earthquakes, fire, and water leaks); or
    5. improper electrical wiring or power variations that fail to meet specifications as specified in the Product's installation guide/documentation;
- e. If the Buyer or third parties perform improper repair work or make changes, there are also no claims for defects for these and the resulting consequences unless the Buyer proves that the intervention is not the cause of the defect.



- f. The liability for material defects lapses if the Buyer does not notify AstroNova in text form immediately after detecting a defect or if the object is not used in accordance with the intended use and the manufacturer's terms of use.
- g. Claims of the Buyer due to expenses required for supplementary performance, in particular transport, travel, labor, and material costs, are excluded to the extent that these expenses increase because the goods were subsequently transported to a place other than the Buyer's premises or as contractually agreed, unless the shipment corresponds to the intended use of the goods.
- h. In case of the purchase of used items, warranty claims of the Buyer according to § 437 BGB are excluded.
- i. In the event of installation or mounting of the goods, if the Buyer fails to check relevant external and internal characteristics of the goods before installation or mounting, the Buyer is acting grossly negligently in terms of §§ 439 Para. 3, 442 Para. 1 Clause 2 BGB. In this case, the Buyer's rights to complain with regard to these characteristics are only considered if the defect in question has been fraudulently concealed or a guarantee of the quality of the goods has been assumed.
- j. If the Buyer has installed defective goods at the time of transfer of risk in another item according to their nature and intended use at or has mounted them on another item, before the defect became apparent, according to § 439 Para. 3 BGB, the Buyer can demand reimbursement of expenses for the removal of the defective goods and the installation or mounting of the repaired or delivered goods ("removal and installation costs") only in accordance with the following provisions:
  - i. Required in terms of § 439 Para. 3 BGB are only those removal and installation costs that relate to the removal and installation or mounting of identical products, have arisen based on normal market conditions, and are proven by the Buyer by the presentation of suitable documents at least in text form. A right of advance of the Buyer for removal and installation costs is excluded. The Buyer is also not permitted to offset claims for expenditure compensation for installation and mounting costs unilaterally without the consent of AstroNova with purchase price claims or other payment claims of AstroNova.
  - ii. Not eligible for compensation within the scope of supplementary performance according to § 439 Para. 3 BGB are claims of the Buyer that exceed the required installation and mounting costs, in particular costs for consequential damage caused by defects such as loss of profit, including imputed profit surcharges, operating loss costs or additional costs for replacement purchases.
  - iii. If expenses claimed by the Buyer for supplementary performance in accordance with § 439 Para. 3 BGB in individual cases, in particular in relation to the purchase price of the goods in defect-free condition and taking into account the significance of the lack of conformity, is disproportionate, AstroNova is entitled to refuse reimbursement of expenses. In any case, there is a disproportionality if the claimed expenses in accordance with § 439 Para. 3 BGB have a value of 150% of the purchase price of the goods in defect-free condition or 200% of the defect-related lower value of the goods.
- k. The regulations in section 21 shall apply for any claims for damages.
- l. Insofar as § 476 BGB applies, it remains unaffected by the preceding paragraphs.

**21. Guarantee.** Insofar as a guarantee has been expressly granted, the following applies:

- a. Guarantee claims for wearing parts such as printhead, pressure rollers etc. only exist if the products have been used properly, in particular according to the operating instructions and manual and within the specified operating parameters.
- b. Guarantee claims do not exist if other paper types, label materials, thermal transfer tapes or consumables not certified and other than those supplied by AstroNova are used. The certification can only be carried out after testing and is done in writing. The materials must be provided to AstroNova free of charge; depending on the expenditure, AstroNova reserves the right to charge for the certification.

**22. Period of limitation.** Different from § 438 section 1 no. 3 of the German Civil Code (BGB), the general period of limitation for claims arising from a material deficiency and from a deficiency in title is one (1) year from delivery. If an acceptance process has been stipulated, the period of limitation commences with the date of acceptance. If the Product constitutes a building or a matter which has been applied as per its regular intended use for a building and which has caused the building's imperfection (building material), the period of limitation is five (5) years from delivery as per statutory provisions and regulations (§ 438 section 1 no. 2 of the German Civil Code BGB). Any additional statutory provisions regarding the period of limitation remain unaffected (particularly § 438 section 1 no. 1, section 3, §§ 444, 445b of the German Civil Code (BGB)). The aforementioned periods of limitation stated in the sales law also apply to Buyer's contractual and extracontractual claims for damages caused by defective Products unless applying the regular legal



period of limitation (§§ 195, 199 of the German Civil Code (BGB)) leads to a reduced period of limitation in particular cases. Buyer's right to damages for liability due to intent, gross negligence, harm to a person's life, body or health as well as due to the law of product liability shall exclusively come under the statute of limitations as per the statutory periods of limitation.

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

24. Assignment. The Buyer is not entitled to assign any right or interest hereunder to a third party without AstroNova's prior explicit written approval.

25. Notices. Every notice between the parties relating to a Purchase Order will be made in writing or in text form and will be addressed to the authorized representative of the particular other party. 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 AstroNova: AstroNova GmbH, Waldstraße 70, D-63128 Dietzenbach, Deutschland

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

Date: January 1, 2022