

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 AstroNova SAS. (“AstroNova”) 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 AstroNova. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order. By issuing the Purchase Order, the Buyer expressly accepts these Terms and Conditions. If Buyer and AstroNova 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” is comprised of (i) the supply agreement (if any) existing between Buyer and AstroNova that references these Terms and Conditions, (ii) these Terms and Conditions, and (iii) each Purchase Order accepted by AstroNova, to the exclusion of any other document and terms. All Purchase Orders placed by Buyer are subject to written acceptance or rejection by AstroNova. All Purchase Orders for Products are subject to minimum order quantities as determined by AstroNova from time to time and are subject to change by AstroNova without notice. If AstroNova 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. ASTRONOVA’S ACCEPTANCE OF ANY BUYER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE PRESENT TERMS AND CONDITIONS WILL BE THE SOLE AND EXCLUSIVE GENERAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACTUAL RELATIONSHIP BETWEEN ASTRONOVA AND THE BUYER. THE PRESENT TERMS AND CONDITIONS CANNOT BE SUPERSEDED, AMENDED OR EXCLUDED BY ANY OTHER TERMS, SUCH AS THE TERMS AND CONDITIONS OF THE BUYER, WITHOUT THE EXPRESS, WRITTEN AND MUTUAL AGREEMENT OF ASTRONOVA AND THE BUYER, PRIOR TO ISSUING ANY PURCHASE ORDER. IN PARTICULAR, ASTRONOVA OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S PURCHASE ORDER OR OTHERWISE. ASTRONOVA WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF ASTRONOVA 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 AstroNova. In the event AstroNova accepts such a return, AstroNova 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), AstroNova 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), AstroNova may require Buyer to pay the full purchase price for such Product(s), plus any shipping costs incurred and claim compensation of any related damage.

Choice of law and of jurisdiction. The negotiation, conclusion, validity, interpretation, performance and termination of the Agreement and all transactions under it shall be exclusively governed by the laws of France. The Parties agree that any dispute, action or claim brought by either Party in connection with the negotiation, conclusion, validity, interpretation, performance, breach or termination of the Agreement and/or Purchase order shall be subject to the exclusive jurisdiction and exclusively brought before the Commercial Court of Paris in France. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

Limitation and exclusion of liability and warranty. In no event will AstroNova be liable, whether under contractual/tort liability or warranty for hidden defects (as provided by Articles 1231 and seq. 1240 and seq. 1602 and seq. of the French civil code) for any incidental, consequential, indirect, 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 AstroNova's performance in connection therewith even if AstroNova has been advised of the possibility of such damages. In any event, AstroNova's liability and warranty toward the Buyer will never exceed the purchase price of the Products, that constitutes the global and overall limitation of AstroNova's liability and warranty in relation to the performance, breach and termination of the Agreement and Purchase Order, including but not limited to, the contractual liability for non-conformity and the warranty for hidden defects. 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 AstroNova 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 AstroNova. 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 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 an irresistible, unpredictable and external event such as 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 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 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. AstroNova 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 AstroNova. AstroNova 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 AstroNova, including use of third-party consumables or supplies; (4) any modification or repair of the Product other than a modification performed by AstroNova; or (5) damages based on a theory of liability other than infringement by the Products. Because AstroNova has exclusive control of resolving infringement claims hereunder, in no event will AstroNova be liable for Buyer's attorney fees or costs.

Dispute Resolution. Prior to initiating any legal proceedings, the Parties will make their best efforts to settle any dispute relating to the Agreement or the Purchase Order on an amicable basis. Failing for the Parties to find a settlement agreement on an amicable basis, either of the Parties will be entitled to initiate legal proceedings before the Commercial Court of Paris according to the "Choice of law and of jurisdiction" clause by serving to the other Party a writ of summons ("signification de l'assignation"). However, following registration ("placement") of the served writ of summons before the Commercial Court of Paris, Parties will have to request at the first hearing and start a conciliation process before the Commercial Court of Paris by referring the case to a conciliating judge ("Juge conciliateur") under a strict confidentiality. The legal proceedings will be suspended during the conciliation process. The Parties will be entitled to resume the legal proceedings before the Commercial Court of Paris following notice by the conciliating judge of the failure of the conciliation.

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.

Prices. Prices of the Products are provided by the Purchase Order. Prices are net of all delivery charges, excluding VAT, custom duties, other taxes and cost of insurance, which shall be invoiced in addition to the price of the Products. Parties will be entitled to renegotiate only the Price of the Agreement and Purchase Order pursuant to Article 1195 of the French Civil Code.

Payment terms. AstroNova 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. AstroNova will render a final invoice upon delivery of the Products mentioning the name and address of the Parties, the delivery date, the quantity and nature of Products, the global and unit price, the VAT reference and amount, the reference to the Purchase Order, the issuance date, payment date, late penalties, and recovery costs according to Article 441-9 of the French Commercial Code. Payment is due within thirty (30) days from the invoice date. If invoices are not paid by the Buyer at the payment date, AstroNova will be entitled to automatic penalties for late payment from the following day of the due date on a day-to-day basis at 5 times the legal rate in force, plus a legal recovery indemnity of EUR forty (40) for each unpaid invoice. Such penalties and indemnities for late payment are automatically due, without prior formal notice. AstroNova reserves its right to claim reimbursement of additional recovery costs and compensation for additional damage in case of late payment. All prices and payments are in euros. Buyer agrees to reimburse AstroNova for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Whenever reasonable grounds for insecurity exist with respect to due payment by Buyer, AstroNova may demand different terms of payment and may demand assurance of due payment. AstroNova may, upon the making of such demand, stop production and suspend shipment hereunder. Buyer has no set-off rights. Buyer hereby grants 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 Buyer agrees to execute any financing statements or other documents requested by AstroNova to perfect its security interest. In the absence of Payment of the Price of the Products at the due date, AstroNova will issue a formal notice requesting payment of the Price, including penalties and indemnities for late payment. Failing for the Buyer to proceed with payment within fifteen (15) days from receipt of the formal notice, AstroNova will be entitled to request and notify the automatic termination of the Agreement and/or Purchase Order and claim restitution of the related Products.

Proprietary rights. Unless otherwise agreed to in writing by AstroNova, 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 (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 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) 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 affect 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, AstroNova will deliver the Products to Buyer F.O.B. origin, AstroNova's facility. 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. AstroNova 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 AstroNova 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 AstroNova can be traced through Buyer's manufacturing and/or sales processes. Following inspection of the Products by the Buyer, the Products are deemed to be accepted as they are, so that AstroNova is released from all warranties and liabilities for apparent defects and apparent non-conformities.

Intellectual Property. Buyer acknowledges and agrees that:

- a) any and all AstroNova's Intellectual Property Rights (hereinafter defined) are the sole and exclusive property of AstroNova or its licensors;
- b) Buyer shall not acquire any ownership interest in any of AstroNova's Intellectual Property Rights under this Agreement;
- c) any goodwill derived from the use by Buyer of AstroNova's Intellectual Property Rights inures to the benefit of AstroNova 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 AstroNova or its licensors, as the case may be, without further action by either of the parties; and
- e) Buyer shall use AstroNova'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 AstroNova.

"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 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. 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 are transferred hereunder and such software shall remain the sole property of AstroNova 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 local and state 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.

Transfer of risk. All risks related to the Products (excluding any software included in the Products which is licensed to Buyer) will be transferred to the Buyer pursuant to the applicable Incoterm, i.e., for national shipments, at the FOB location identified above and for international shipments, according to the Incoterm 2020 agreed in the Purchase Order.

Transfer of ownership. The Products are sold by AstroNova with retention of ownership title until full payment of the Price by the Buyer, according to Article 2367 of the French Civil Code. Hence, AstroNova remains full owner of the Products until full payment of the Price of the Products. Ownership title over the Products will thus be transferred to the Buyer at the date of the complete payment of the Price. In the event that the Price of the Products is not paid at the due date, AstroNova will be entitled to notify the termination of the Agreement and/or Purchase Order and request the restitution of the Products, as provided in the above "Payment terms" clause.

Compliance with Laws. The Buyer represents, undertakes and warrants to AstroNova that it will refrain from using the Products, any related software and/or hardware, and any products, software and hardware manufactured or developed using the Products, for the purpose of disturbing international peace and public order. The Buyer warrants to AstroNova that it will not sell, export, assign, license, lease, transfer or otherwise make available the Products, directly or indirectly, to third parties engaged in any activity described hereabove. The Buyer also undertakes and warrants to obtain the same undertakings as described hereabove from third parties to whom the Products are sold, assigned, licensed, leased, transferred or made available in any manner whatsoever. The Buyer warrants that it will refrain from selling, directly or indirectly, (or allowing the resale of), exporting, or transferring the Products in violation of existing sanctions, international/EU sanctions, customs legislation and legislative and regulatory provisions put into force by governments and states competent to deal with such transactions. Buyer agrees to provide any documentation AstroNova reasonably requests to comply with the regulations.

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.

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 AstroNova 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 AstroNova, 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 AstroNova's Product Identification Standard Limited Warranty terms apply to the exclusion of any other legal warranty or liability for apparent or hidden defect or non-conformity of the Products: <https://astronovainc.com/legal-notice/terms-and-conditions/>. HENCE, THE WARRANTIES SPECIFICALLY SET FORTH ABOVE ARE THE ONLY WARRANTIES GIVEN BY ASTRONOVA 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 ASTRONOVA HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Therefore, AstroNova's Product Identification Standard Limited Warranty terms exclude and replace, in particular, the contract liability for failure to deliver Products in compliance with contractual specifications provided by Articles 1231 and seq. and Articles 1604 and seq. of the French civil code and the legal warranty for hidden defects of the Products provided by Articles 1641 and seq. of the French civil code. 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.

Limitation period. By derogation to Article 2224 of the French Civil Code, the limitation period for all legal actions relating to the negotiation, conclusion, validity, interpretation, performance, breach and termination of the Agreement or Purchase Order is one year starting from the date when Parties discovered or should have discovered the facts allowing them to exercise such legal actions, following which such legal actions will be time barred. By derogation to Article 1648 of the French Civil Code, the limitation period for all legal actions relating to the warranty for hidden defects is one year starting from the discovery of the defects, following which such legal actions will be time barred.

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 AstroNova'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. AstroNova 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 AstroNova, to AstroNova'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 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