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ASTRONOVA, INC.

TERMS AND CONDITIONS OF PURCHASE

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These Terms and Conditions of Purchase (“Terms and Conditions”), and the written purchase order that accompanies, attaches, or incorporates them (“Purchase Order”), collectively will be referred to in this document as “Contract,” and they are the sole and exclusive terms on which AstroNova agrees to be bound. The term “AstroNova” includes AstroNova, Inc. or any of its affiliates or subsidiaries which execute a Contract. Supplier agrees that the Terms and Conditions herein govern all Purchase Orders issued by AstroNova. The Contract constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Supplier shall not seek to: (i) modify, (ii) contradict, (iii) negate, or (iv) add to, any term contained in the Contract (each a “Supplier Modification”). Any Supplier Modification shall be of no force or effect, and the terms of the Contract alone shall bind the parties.

PRICE. The price of the goods and services is the price stated in the Contract.

PAYMENT & INVOICING. Supplier shall issue and invoice to AstroNova on or any time after the completion of delivery and only in accordance with the Contract. AstroNova shall pay Supplier’s invoices upon completion of the services or delivery of the goods specified in the Contract, in accordance with the payment terms identified on AstroNova’s Contract. Supplier shall set forth on each invoice the following: (a) the Contract number; (b) the number of cartons in shipment; (c) the Supplier’s invoice number and date of invoice; (d) the make, model number, serial number and type of good or service, (e) quantity of goods, (f) pricing for such goods and/or services; (g) the delivery term; and (h) Supplier’s legal entity name and address. Until AstroNova receives Supplier’s invoice containing all of the above information, no prompt payment time limits shall commence. In no event shall AstroNova be liable to Supplier for interest, penalties, or other late payment charges.

DELIVERY. All goods and services must be delivered in accordance with the delivery term and delivery location specified in the Contract. Supplier shall give written notice of shipment to AstroNova when the goods are delivered to a carrier for transportation. Title and risk of loss transfers in accordance with the delivery term listed on the Contract. In the absence of specific shipping instructions, shipment shall be routed via the most economical mode of commercially reasonable transportation available. Time is of the essence with respect to delivery of goods or services listed in the Contract. Supplier must immediately advise AstroNova in writing if any good or service cannot be delivered as ordered by the delivery date. If AstroNova is responsible for some or all of the shipping charges, shipping terms and rates must be agreed upon in writing in advance. If Supplier elects a more expensive shipping method to meet a required delivery date, Supplier will be responsible for any increased shipping expense.

- **Partial Shipment:** At AstroNova’s option, in the event of shipment or receipt of less than all goods or services ordered, AstroNova may either accept shipment and pay only for the goods or services received, pro rata, based on the unit price of the goods ordered, or reject the entire shipment.
- **Late Shipment:** In the event of delay, in addition to all other remedies available at law and in equity, AstroNova shall require Supplier to expedite shipping at Supplier’s sole expense. Additionally, AstroNova reserves the right to cancel the Contract or any portion thereof if delivery is not made when and as specified in the Contract, and charge Supplier for any loss sustained as a result of such cancellation, including, but not limited to, shipping charges, damages and penalties. Further, AstroNova may reject the late delivery without cancellation of the Contract as to other subsequent required deliveries. Each shipment required under the Contract is to be considered separately, and AstroNova’s right to reject a late delivery shall not be affected by acceptance of other late deliveries by Supplier. All such cancelled shipments shall be returned to Supplier at Supplier’s expense.

- **Early Shipment:** Goods delivered prior to the date specified in the Contract, at AstroNova's option, may be subject to anticipation and warehouse charges, payable by Supplier, or may be returned to Supplier, at Supplier's sole expense, to be held until proper shipping date.

PACKAGING. All goods shall be packed for shipment according to AstroNova's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition.

INSPECTION AND TESTING. AstroNova has the right to inspect the goods and/or services at any reasonable place and time and in any reasonable manner before, on or after the delivery date. Neither the inspection, testing, payment of auditing of any goods or services, nor the failure to do so, constitute acceptance of any goods or services, or relieves Supplier from exclusive responsibility for furnishing goods and services in strict conformance with the AstroNova's specifications. AstroNova reserves the right to reject any goods or services that it deems non-conforming, defective, unsafe, unfit, in excess of the Contract quantities or in any other way unsuitable for its purposes. AstroNova reserves the right to require replacement of rejected goods or services as well as payment of damages, at Supplier's expense. Supplier shall, at AstroNova's option, either (i) promptly repair or replace the defective goods or services at the Supplier's cost, or (ii) issue a full refund (including shipping and any other expenses incurred by AstroNova). If Supplier does not replace rejected goods or services within 10 business days or as otherwise directed by AstroNova, AstroNova may purchase substitute goods or services elsewhere. If the cost of purchasing such substitute goods or services exceeds the price stated in the order, then Supplier shall pay the difference to AstroNova. This payment shall not prejudice any other rights or remedies AstroNova may have against Supplier. All provisions and remedies of the Rhode Island Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of the Contract.

ACCEPTANCE. Acceptance of the Contract may be evidenced by Supplier's written notice of acceptance or by Supplier's timely commencement of performance, whichever occurs first.

CHANGES. AstroNova reserves the right at any time prior to shipment of goods or delivery of services to make changes as to: (i) specifications; (ii) methods of shipment or packaging; (iii) place of delivery; (iv) schedule of delivery; or (v) the quantities ordered. If any such changes cause an increase or decrease in the cost of or the time required for performance of a Contract, an equitable adjustment may, in the AstroNova's sole discretion, be made in the contract price and/or the delivery schedule. Any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from date of notice by AstroNova of the change. If the cost of property made obsolete or excess as a result of such change is paid for by AstroNova, AstroNova shall prescribe the manner of disposition of such property.

CANCELLATION. AstroNova may, after giving written notice to Supplier, cancel the Contract prior to delivery. Upon a default by Supplier of any of its obligations hereunder, AstroNova may, in addition to any other rights or remedies available at law or in equity it may have, cancel the Contract and seek damages from Supplier. If Supplier becomes insolvent, a petition is filed for reorganization of Supplier or for its adjudication as a bankrupt, Supplier makes an assignment for the benefit of its creditors, or a receiver or trustee is appointed for any of Supplier's assets or any other type of insolvency proceeding or formal or informal proceeding for dissolution, liquidation or winding down of the affairs of the Supplier is commenced, AstroNova may cancel the Contract, and seek damages from Supplier in accordance with applicable law. In the event of any cancellation hereunder, Supplier shall immediately cease any work or delivery and observe any instruction from AstroNova as to work in progress.

INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless AstroNova, including its affiliates, subsidiaries and parents, and their respective agents, officers, directors, managers, and employees from and against any and all claims, damages (including, without limitation, court costs, investigative costs and reasonable attorneys' fees), judgments, liabilities, fines, costs and expenses (including, without limitation, legal expenses) attributable to Supplier's products or services, infringement of any third party's intellectual property, or any willful misconduct or negligence of Supplier or an authorized Supplier representative. Such indemnification obligations shall survive the cancellation or expiration of the Contract.

INTELLECTUAL PROPERTY. If Supplier makes modifications to the specifications or any process related to the goods specifically for AstroNova ("Work"), AstroNova owns the Work. Supplier hereby assigns to AstroNova all rights, title and interest in the Work and represents and warrants that: (a) the Work was developed by or through Supplier and does not infringe the intellectual property or privacy rights of any person, and (b) Supplier has no other arrangement that would interfere with assigning all its interest in the Work to AstroNova. If Supplier furnishes a pre-existing design for the goods, Supplier hereby grants AstroNova a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use and have used, such intellectual property. Supplier may not use AstroNova's name and/or logo in any manner other than as may be identified in the Contract without first obtaining written permission from AstroNova.

INSURANCE. If insurance requirements are not specified in the Contract, Supplier represents that as of the date of the Contract, Supplier maintains comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used by Supplier in the performance of services or delivery of goods under the Contract. Upon request, Supplier shall provide proof of such insurance coverages naming the AstroNova certificate holder and additionally insured in respect to their operation and representatives. AstroNova reserves the right to increase the mandatory insurance limits.

PREMISES. Supplier must comply with all reasonable regulations and policies communicated by AstroNova to Supplier concerning Supplier's conduct and safety while on AstroNova's premises.

LIMITATION OF LIABILITY. In no event shall AstroNova be liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from the Contract in excess of the price allocable to the goods or services giving rise to such claims. Any action resulting from AstroNova's default as to the Contract must commence within one year after the cause has accrued. AstroNova shall have no liability for any consequential, special, punitive, incidental or indirect damages.

CONFIDENTIALITY. Supplier acknowledges that it is, may be or will be privy to Confidential Information (as defined below) of AstroNova. Supplier agrees it will use the Confidential Information only in furtherance of its obligations under the Contract and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Supplier shall give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with the Contract or as required by applicable law; take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Supplier takes with its own confidential information, but in no event shall Supplier apply less than a reasonable standard of care to prevent such disclosure or unauthorized use; and who agree to keep such Confidential Information confidential. Supplier shall be responsible for any breach of this clause by any of its representatives and agrees, at its sole expense, to take reasonable measures to restrain its representatives from unauthorized disclosure or use of the Confidential Information. As used herein, "Confidential Information" means any and all information relating to AstroNova and any of its respective affiliates that may be received by or provided to Supplier from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters,

business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of the Contract or any other agreements or communications between Supplier and AstroNova, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Supplier or AstroNova, which contain or otherwise reflect such information. Supplier shall not use the AstroNova's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of AstroNova.

RIGHT OF ACCESS AND AUDIT RIGHTS. During normal business hours and upon reasonable notice, AstroNova, its customer and the relevant regulatory agency shall have access to Supplier's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by the Contract. AstroNova has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Supplier's obligations under the Contract. In addition, AstroNova may inspect or test the goods at any reasonable time and place prior to delivery. Supplier agrees to provide reasonable assistance for such audits, inspections, and tests.

SUPPLIER REPRESENTATIONS AND WARRANTIES. Supplier represents and warrants that: (a) Supplier owns all rights, title and interests in the goods and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such goods or services to AstroNova; (b) the goods and services covered under the Contract are of good and merchantable quality and free from defects in design, material and workmanship; and are (c) safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to AstroNova in writing; (d) the goods and services, and the design, manufacture, production and sale thereof, and all warranties, guarantees, representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable international, federal, state, local laws, rules, and regulations, including, but not limited to import and export regulations; (d) the goods are fit for the use intended; (e) neither the goods and/or services, nor their sale or use will infringe any patents, trademarks, copyrights, trade secrets, or similar intellectual property rights of any third party; (f) unless otherwise specified in the Contract, the goods are new and not used or reconditioned; and (g) Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under the Contract. The foregoing representations and warranties shall survive inspection and acceptance by AstroNova. Without limiting the foregoing indemnification provision, Supplier agrees to defend, indemnify and hold AstroNova, and its affiliates, subsidiaries, and each of its employees, officers and directors, harmless from and against any and all claims, damages, demands, costs and losses which AstroNova may suffer in the event Supplier breaches any of its obligations, representations and/or warranties contained herein.

SUPPLIER QUALITY CLAUSES AND STANDARDS: Supplier acknowledges that it has access to, has read, understands, and agrees to abide by AstroNova's Supplier Quality Standards (<https://astronovainc.com/legal-notices/terms-and-conditions/>), Code of Conduct (<https://investors.astronovainc.com/investors/corporate-governance/governance-documents/default.aspx>), and any other standards AstroNova imposes upon its suppliers.

CONFLICT MINERALS: Supplier represents and warrants all goods provided under the Contract will not contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act") and U.S. Securities and Exchange Commission regulations implementing the Act ("Rule"). Supplier agrees to cooperate with AstroNova in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule. Supplier acknowledges that it has read, understands, and agrees to abide by AstroNova's Conflict Minerals Policy

COUNTERFEIT AND SUSPECT GOODS: Supplier warrants that it shall not deliver Counterfeit and Suspect Goods (defined below) to AstroNova and shall immediately notify AstroNova if Supplier becomes aware or suspects that it has delivered Counterfeit or Suspect Goods. When requested by AstroNova, Supplier shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Supplier; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Supplier shall indemnify AstroNova for all claims relating to Counterfeit or Suspect Goods, including without limitation AstroNova's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing.

IMPORT/EXPORT COMPLIANCE: Supplier warrants those sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et. seq.). AstroNova will not be a party to the importation of the goods, the transaction(s) represented by the Contract will be consummated subsequent to importation, and Supplier will neither cause nor permit AstroNova's name to be shown as "Importer of Record" on any customs declaration. Supplier will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of goods, including obtaining any required licenses or approvals and the payment of all associated duties, taxes and fees.

COMPLIANCE WITH LAWS. Supplier agrees to comply with all pertinent international, federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Supplier will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In performing its obligations under the Agreement, Supplier warrants that it shall comply, and ensure that its sub-contractors and supply chain comply, with all applicable wage and hour, anti-slavery and human trafficking laws, and shall not engage in human trafficking or use child or forced labor in connection with its supply of goods and/or services or its performance of the Contract, which includes but is not limited to, the Modern Slavery Act of 2015 and the Uyghur Forced Labor Prevention Act. Supplier shall notify AstroNova as soon as it becomes aware of any actual or suspected slavery, child or forced labor, or human trafficking in its supply chain which has a connection to the Contract.

FORCE MAJEURE. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract in any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of the Contract; (f) similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party

shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 180 days following written notice given by it under this Section, the other party may terminate the affected Contract upon five (5) days' written notice.

ASSIGNMENT AND SUBCONTRACTING. Supplier shall not assign or delegate duties under the Contract or subcontract any part of its performance required under the Contract, without the express written consent of AstroNova. Any attempted assignment without the written consent of AstroNova shall be null and void. In the event AstroNova approves an assignment or subcontractor, such consent shall not be deemed to relieve Supplier of its obligations to comply fully with the requirements of the Contract. Subject to the foregoing, the Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DATA PRIVACY. Supplier shall comply with all applicable international, federal, state, and local laws, rules, and regulations pertaining to privacy and security, all as may be amended from time to time. Supplier warrants and undertakes that its processes, services and treatment of all personal data that it may receive, access and/or process on behalf of AstroNova (and/or AstroNova's employees, agents, customers or suppliers) complies with the applicable federal, state and international laws regarding personal data and any national implementing laws, regulations and secondary legislation (as amended and collectively, "Privacy Laws") and that Supplier shall use best efforts to comply with such Privacy Laws. In particular, Supplier shall ensure that any personal data is processed only as needed to perform this Contract.

INDEPENDENT CONTRACTOR. Supplier is and will remain an independent contractor of AstroNova. No employee, agent, or representative of Supplier or its subcontractors will be deemed to be an employee or agent of AstroNova.

BUSINESS CONTINUITY. Supplier shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that its obligations under the Contract shall be maintained continuously in the event of a disruption to the Supplier's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Supplier's actions to address the impacts of the following key areas likely to cause a disruption to Supplier's operations: loss of key personnel, loss of facility, and loss of information technology. Upon AstroNova's request, Supplier shall provide its written business continuity plan to AstroNova.

GOVERNING LAW; SEVERABILITY. These Terms and Conditions and all related Contracts shall be governed by and construed in accordance with the law of the State of Rhode Island, without regard to its conflicts of laws provisions. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Rhode Island. The validity of any provision of the Contract, including its Terms and Conditions, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

WAIVER. No term or provision of these Terms and Conditions will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by AstroNova. No waiver of any right will constitute a waiver of any other right, whether of a similar nature or otherwise.

SURVIVAL. Notwithstanding the expiration, termination, or cancellation of the Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

CUMULATIVE REMEDIES. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise by AstroNova of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

COUNTERPARTS. Delivery of an executed counterpart's signature of the Contract by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of the Contract.

HEADINGS. The descriptive headings in these Terms and Conditions are for convenience only and are not intended to be part of, or to affect the interpretation of, these Terms and Conditions.

ENTIRE AGREEMENT. The Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter, and AstroNova shall not be bound by any other terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Supplier's web site or correspondence, or other act of Supplier and notwithstanding AstroNova's purchasing department's act of accepting or paying for any shipment or similar act of the purchasing department.