

GENERAL TERMS AND CONDITIONS FOR CUSTOMER SUPPORT SERVICES OF ASTRONOVA PRODUCT IDENTIFICATION EQUIPMENT

1. **General Provisions.** These terms and conditions (these "Terms and Conditions") are the only terms that govern the provision of Services (hereinafter defined) by AstroNova, Inc. and its affiliates ("**AstroNova**") to the purchaser identified on the face of AstroNova's quotation (hereinafter referred to as the "**Customer**"). AstroNova's quotation and sales order acknowledgement, the parties' Media Services Contract, if applicable, and these Terms and Conditions (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions are hereby incorporated into and made a part of each such purchase order issued by the Customer. By issuing a purchase order, Customer expressly accepts these Terms and Conditions. No preprinted or form language appearing on Customer's purchase order, or any other such documentation shall become a part of the Agreement. ASTRONOVA'S ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND ASTRONOVA OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN CUSTOMER'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 CUSTOMER'S PURCHASE ORDER, OTHER FORMS OR OTHERWISE. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms and Conditions. No additions or modifications to these Terms and Conditions shall be valid unless in writing and duly signed by both parties.
2. **Order of Precedence.** All provisions in these Terms and Conditions shall be read 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) these Terms and Conditions; (ii) the Media Services Contract, if applicable, (iii) AstroNova's quotation; (iv) AstroNova sales order acknowledgement, and (v) the purchase order.
3. **Term.** The term of the Agreement shall be as follows:

 - a. If Services are purchased in conjunction with the purchase of Equipment (hereinafter defined), then the Term of this Agreement is 12 months effective upon the ship date of the Equipment purchased.
 - b. If Services are purchased separately, then the term of this Agreement is 12 months effective upon AstroNova's receipt of the signed quotation.
4. **Consultation.** For the term of this Agreement, AstroNova shall provide telephone and email consultation related to the service of the Equipment during local, normal service hours Monday through Friday, excluding all state and federal holidays.
5. **Services.** AstroNova agrees to provide the following services ("**Services**") related to the AstroNova equipment specified on the face page of the quotation ("**Equipment**").

 - a. AstroNova shall provide remedial maintenance (herein defined to mean that repair service performed by AstroNova which occurs after the Equipment becomes inoperable and is necessary to return the Equipment to good operating condition).
 - b. At no additional charge, AstroNova will provide necessary service and spare replacement parts (on an exchange basis), if needed in AstroNova's opinion, which are required for the Equipment to operate. Note, normal wear and tear parts are excluded.
 - c. If, in AstroNova's opinion, repairs can be made in the field, such service will be performed at the Customer's location when requested and approved by AstroNova, subject to a limit of one emergency visit per year. Additional visits will be charged to Customer in accordance with AstroNova's current rates in effect on the date such service is performed. If field repair service is not requested or required, Customer should, after providing phone notification to AstroNova of

needed repair, follow AstroNova's Return Material Authorization process and ship the Equipment at issue, freight prepaid, to AstroNova's factory. Customer must provide AstroNova with a written description of all failure symptoms and cause after receipt of Return Material Authorization process. AstroNova will pay return shipping costs at surface rates. Service requested by Customer to be performed at times other than the normal service hours identified above shall be charged to Customer at AstroNova's overtime rate on the date such service is performed.

- d. **If purchased by Customer, the General Remote Product Setup and Training includes:**
 - i. Remote live session (up to 3 hours) for printer setup
 - ii. Remote driver and CQL Pro software installation on one local PC
 - iii. Remote operational and maintenance training
 - iv. Unlimited Technical Support assistance via phone/email for setup or installation assistance
 - v. This Service excludes IT/network, integration and label/graphic design services
- e. **If purchased by Customer, the On-Site Product Setup and Training includes:**
 - i. On-Site setup and training (same day, up to 6 hours) for printer setup
 - ii. On-Site driver and CQL Pro software installation on one local PC
 - iii. On-Site operational and maintenance training
 - iv. Unlimited Technical Support assistance via phone/email for setup or installation assistance for up to 30 days after printer purchase
 - v. This Service excludes IT/network, integration and label/graphic design services
- f. **If purchased by Customer, the Extended Warranty Package includes:**
 - i. Additional one-year manufacturer warranty
 - ii. Labor and spare parts for depot repair
 - iii. Travel, labor and spare parts for on-site repair
 - iv. Firmware upgrades
 - v. Unlimited online, remote, email and telephone support
 - vi. Service package discount with execution of Media Services Contract
 - vii. this Extended Warranty Package is only available at the time of initial Equipment purchase and excludes wear and tear parts. Any requests for onsite and/or depot repair services must be validated by AstroNova's Technical Support team. The Customer must grant permission for AstroNova to log into the Equipment remotely if required to diagnose any issues. If Equipment is being returned for depot repair, the Customer shall obtain a return authorization number from AstroNova and comply with AstroNova's shipping instructions.
- g. **If purchased by Customer, the Customer Support Package includes:**
 - i. Spare parts, when needed
 - ii. Labor for depot repair
 - iii. Travel and labor and for on-site repair (one visit annually)
 - iv. Firmware upgrades
 - v. On-site service priority (within the published SLA)
 - vi. Loaner printer, if needed as determined by AstroNova. Such loaner printer is based on availability. AstroNova reserves the right to provide a different model.
 - vii. Software support and major software upgrades
 - viii. Annual preventative maintenance visit as directed by AstroNova
 - ix. Preventative maintenance parts kits
 - x. Unlimited online, remote, email and telephone support
 - xi. Service Package Discount with execution of Media Services Contract
 - xii. This Customer Support Package excludes wear and tear parts
 - xiii. Any requests for onsite and/or depot repair services must be validated by AstroNova's Technical Support team. The Customer must grant permission for AstroNova to log into the Equipment remotely if required to diagnose any issues. If Equipment is being returned for depot repair, the Customer shall obtain a return authorization number

from AstroNova and comply with AstroNova's shipping instructions.

- h. **If purchased by the Customer, the Preventative Maintenance Package includes:**
 - i. Annual preventative maintenance visit (multiple printers performed in the same visit), as directed by AstroNova
 - ii. Preventative maintenance parts kit
 - iii. Firmware upgrades
 - iv. On-site service priority (within the published SLA)
 - v. Unlimited online, remote, email and telephone support
 - vi. Service Package Discount with execution of Media Services Contract

6. **Excluded Services.** The Services to be provided by AstroNova under the Agreement shall not include the following:

- a. Electrical work external to the Equipment.
- b. Maintenance of accessories, attachments, machines, features, or devices other than the Equipment.
- c. Furnishing supplies or accessories, or painting or refinishing the Equipment.
- d. Repair or damage resulting from (i) accident, transportation, neglect, or misuse; (ii) causes external to the Equipment such as, but not limited to, failure or fluctuation of electrical power, air conditioning or humidity control; (iii) any cause other than ordinary use.
- e. Service which AstroNova deems to be technically impractical for its representative to render because of alterations made to the Equipment without the express written consent of AstroNova.
- f. Making specification changes or performing service in connection with relocation of the equipment, or the addition or removal of attachments, features, or other devices.
- g. Repair or replacement of the printhead, rubber rollers, cutter blades, or other wear parts.

7. **Customer's Obligations. The Customer shall:**

- a. cooperate with AstroNova in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by AstroNova, for the purposes of performing the Services;
- b. respond promptly to any AstroNova request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for AstroNova to perform Services in accordance with the requirements of this Agreement; and
- c. provide such Customer materials or information as Service Provider may reasonably request and Customer considers reasonably necessary to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects.

If AstroNova's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, AstroNova shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Access to Equipment.** It shall be the responsibility of Customer to obtain any necessary authorizations and consents so that AstroNova shall have reasonable access to Equipment in order to provide Service thereto. If any person or third party other than an AstroNova employee performs maintenance service or otherwise repairs the Equipment in any way, and as a result thereof further maintenance or repair by such person or third party AstroNova is required to restore such Equipment to proper working order, there shall be an additional charge for repairs at AstroNova's standard hourly rates and terms then in effect. In addition, all Equipment warranties, whether express, implied or statutory, are deemed to have been revoked by AstroNova and waived by Customer.

9. **Inspection and Repair.** If Equipment covered by this Agreement was not under AstroNova's service responsibility immediately prior to the commencement date of the Agreement, the Equipment will be subject to inspection by AstroNova to determine if it is in good operating condition. AstroNova will notify Customer of any repairs or adjustments deemed necessary to bring the Equipment up to such standards. Upon Customer authorization, any such repairs and/or adjustments shall be made by AstroNova prior to commencement of maintenance service. Customer will be billed at the then current AstroNova time and material rates for the needed repairs to return the Equipment to AstroNova's standards. As applicable, Customer will be obligated to pay for freight to ship the Equipment to and from the AstroNova factory or for travel expenses if request is made for the inspection and repair to be made at the original installation site.
10. **Relocation of Equipment.** If Customer elects to relocate the Equipment from the original installation site during the term of this Agreement, Customer must notify AstroNova in writing thirty (30) days prior to said relocation. Such relocation costs including, but not limited to packaging and installation of the Equipment, will be at Customer's sole expense.
11. **Payment.** In consideration of the Services provided by to Customer by AstroNova, Customer shall pay the fees set forth in the applicable quotation and related invoice. If AstroNova provides any additional services to Customer, such additional fees will be in accordance with AstroNova's current prices in effect. Fees and payments shall be in USD. Payment is due within 30 days from the date of invoice. Customer agrees to reimburse AstroNova for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Interest may be charged on any outstanding balance not paid within thirty (30) days of the invoice date at the rate of 1.5% per month. Whenever reasonable grounds for insecurity exist with respect to due payment by Customer, AstroNova may demand different terms of payment and may demand assurance of due payment. AstroNova may, upon the making of such demand, stop providing Services. Customer has no set-off rights.
12. **Warranty.** The terms of warranty, if any, that apply to the Services provided by AstroNova will be included with the manuals, specifications or documentation provided to Customer. Service Provider shall, in its sole discretion, either: repair or re-perform such Services (or the defective Equipment); or credit or refund the price of such Services at the pro rata contract rate. THE REMEDIES SET FORTH ABOVE SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ASTRONOVA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE. THE WARRANTIES SPECIFICALLY SET FORTH ABOVE ARE THE ONLY WARRANTIES GIVEN BY ASTRONOVA WITH RESPECT TO THE PRODUCTS AND SERVICES 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. 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.
13. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of AstroNova in the course of performing the Services, including any items identified as such in the quotation and/or sales order acknowledgement (collectively, the "Deliverables") shall be owned by AstroNova.

14. **Confidential Information.** All non-public, confidential or proprietary information of AstroNova, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by AstroNova to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of AstroNova. Confidential Information does not include information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use Confidential Information only to make use of the Services provided hereunder. AstroNova shall be entitled to injunctive relief for any violation of this Section.
15. **Liability of AstroNova.** In no event will AstroNova 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 Equipment sold or Services rendered, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming Equipment; (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 will not exceed the purchase price of the Equipment or Services 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.
16. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to AstroNova hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), 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 this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; (h) inability or delay in obtaining supplies of adequate or suitable materials; and (i) other 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. If the Impacted Party's failure or delay remains uncured for a period of 180 consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon 30 days' written notice.
17. **Choice of law.** The construction, interpretation and performance of the Agreement and all transactions under it shall be governed by the laws of the State of Rhode Island excluding its choice of law rules. The parties agree that any action brought by either party in connection with any rights or obligations arising out of this Agreement shall be instituted in a federal or state court of competent jurisdiction with venue only in the state of Rhode Island, USA. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

18. **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AstroNova. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
19. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.
21. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.
23. **Complete Agreement.** These Terms and Conditions together with AstroNova's quotation and sales order acknowledgement shall constitute the entire Agreement between Customer 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 Customer. Pre-printed provisions on Customer's forms and any terms inserted or deleted by Customer shall be of no force and effect unless expressly consented to by AstroNova in writing.

February 2024