



## STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Label Printers, LLC ("Seller"), with corporate headquarters located at 1700 Stephen Street, P. O. Box 347, Little Chute WI 54140, and customer ("Buyer").

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of any products or services from Seller. Seller manufactures and sells label products, which include printed and blank pressure sensitive labels for variable imaging and barcoding applications using direct thermal and thermal transfer technologies. Seller also resells certain third-party products, including but not limited to POS receipt paper and thermal transfer ribbons.
2. **PAYMENT.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date. In the event that Buyer is delinquent on paying any amount, Seller reserves the right to charge interest on the unpaid amount at the rate of 1.5% per month. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **SHIPPING OF LABEL PRODUCTS.** With respect to any label products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. Delivery shall be deemed completed when the goods have been placed into the hands of the common or contract carrier. Buyer must make a claim for damaged or mis-shipped product in writing to an authorized Seller Customer Service Representative within ten business days from receipt of the product. Any shipping, delivery, completion or other dates are estimates only. Any visible damage or product shortages must be noted on the freight Bill of Lading at the time of receipt. In the event of hidden or concealed damage that occurred during shipping, Buyer must notify an authorized Seller Customer Service Representative in writing within ten business days from receipt of the product. Notification outside of the ten business day window may result in denial of the claim.
4. **FORCE MAJEURE.** Seller's performance hereunder shall be excused if such nonperformance or delay of performance is due to any cause beyond the reasonable control of Seller and is the direct or indirect result of, but not limited to, acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political subdivision thereof; fires; war; riots; terrorism; floods; epidemics; quarantine restrictions; insurrection; strikes; labor shortage; shipping delays; materials shortage; inability to obtain products or services; loss, failure or malfunction of computer or other systems; loss of data or freight embargoes. Any force majeure occurrence shall allow Seller to extend the period for performance for the duration of the delay or to terminate such performance.
5. **CREDITS AND RETURNS FOR LABEL PRODUCTS.** Except as otherwise limited by Section 3 above, defective product credits and returns apply only to label product less than one year from the invoice date. Buyer must provide Seller with the original invoice number for all credit and return requests. Seller will issue a Return Request number for each Buyer request for credit. Defective product returns may require Buyer to ship the product, at Seller's expense, back to Seller for analysis. Seller will investigate the situation and either approve or deny the credit request. Full credit will be issued for all approved requests. Non-defective product credits and returns apply only to product less than six months from the invoice date, that are in their original packaging, and in the same condition as when sold. Buyer must provide Seller with the original invoice number for all credit and return requests. Seller will issue a Return Request number for each Buyer request for credit. Non-defective product will be shipped back to Seller at Buyer's expense. Seller will investigate the situation and either approve or deny the credit request. For approved requests, a credit will be issued for the invoice amount minus a 25% restock fee and minus any freight charges that were originally paid by Seller. The Return Request number must be clearly marked on all documentation and product shipped back to Seller.
6. **WARRANTY FOR LABEL PRODUCTS.** Seller offers technical data, provides samples, and makes recommendations based upon tests and research, which are believed to be reliable, but do not constitute a warranty or guarantee. Whenever label product is sold or a sample provided, it is with the understanding that Buyer and/or end-user has determined the product to be suitable for applications under its own operating conditions. Due to the ability of many different weigh scale/printers to use other than their own specified sizes, any error in label materials resulting from incorrect information or custom adjustments to printers is not the responsibility of Seller. Seller warrants its products to be free of material and/or workmanship defects. Should Seller determine any product to be defective within one year after the date of shipment, Seller will replace the product or issue a credit based upon the cost of the defective product. Seller's liability shall be limited to replacement of the defective product or a credit based upon the cost of the defective product. In no event will Seller be liable for Buyer's loss of profits, any consequential or other damages, or indemnification. Further, all products sold are provided without any warranty as to merchantability or fitness for a particular purpose, composition of the products, the absence of any chemicals or substances in the products, compliance with any environmental or other regulations, or any other warranty expressed or implied. No representative or agent of Seller is authorized to give any warranty, guarantee, or make any representation in addition to or contrary to the foregoing provisions. Label illustrations are for general reference only.
7. **DELINQUENCY.** Seller shall have the right to immediately suspend or terminate providing any products and services in the event that Buyer is delinquent on payment of any outstanding invoices or Buyer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or the benefit of creditors.
8. **INDEMNIFICATION.** Buyer agrees to indemnify, hold harmless and defend Seller and its affiliates, officers, employees, and agents from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including costs and attorneys' fees, arising out of, or related to Buyer's performance under any agreement between the parties, violation of any law by Buyer, any misrepresentation, negligence or misconduct of Buyer, any claim that Buyer has infringed the intellectual property rights of a third party, or Buyer's use or modification of any products or services.

9. CHOICE OF LAW; JURISDICTION. This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin. The parties agree to the exclusive jurisdiction of the courts located in Outagamie County, Wisconsin for the resolution of any disputes arising from or related to this Agreement. Each party submits to and accepts, generally and unconditionally, the exclusive jurisdiction of such court. Each party waives any claim that such court is not a convenient forum or the proper venue. The parties agree that neither party may bring or join in any class action litigation against the other party. No action arising out of this Agreement may be brought by Buyer more than one year after the cause of action has arisen.

10. ATTORNEY FEES. In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its costs and reasonable attorney fees incurred in connection therewith.

11. SEVERABILITY. If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

12. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

13. ADDITIONAL WORK. In the event that Seller agrees to provide additional products or services at any time, the terms and conditions of this Agreement shall govern.

14. ENTIRE AGREEMENT. This is the entire Agreement of the parties respecting the sale of any products or services from Seller to Buyer. This Agreement supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. Seller has the right to make updates to its catalog and to this Agreement at any time without notice.

#### SUPPLEMENTAL TERMS AND CONDITIONS FOR THE SALE OF THIRD-PARTY PRODUCTS

15. WARRANTY FOR THIRD-PARTY PRODUCTS. Any hardware, software, parts, licenses, or other third-party products sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are set forth in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against Seller. Buyer shall look solely to the manufacturer or other third party for any loss, claims, damages or indemnification arising from or related to the above-mentioned products. Buyer may also be subject to additional terms and conditions imposed by the manufacturer or other third party.

16. SHIPPING OF THIRD-PARTY PRODUCTS. Section 3 shall apply to the shipping of third-party products, except that the last three sentences of Section 3 shall be replaced with the following: Any claim for loss or damage during shipment must be made as follows: Buyer shall note the loss or damage on the delivery slip at the time of signing, and Buyer shall also provide written notification to Seller within one business day. Title to any software shall remain with the applicable licensor, and Buyer's rights are contained in the license agreement between the licensor and Buyer.

18. EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder, in accordance with the applicable manufacturer's warranty pursuant to Section 15 above. Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller.

18. ACCEPTANCE OF THIRD-PARTY PRODUCTS. Except as stated in the following sentence, Buyer shall be deemed to have irrevocably accepted the products sold hereunder if Buyer has not given to Seller a written notice of rejection and any other necessary documentation in order to establish that the product is defective, within ten business days after delivery. Product returns, cancellations and order changes are only allowed pursuant to the manufacturer's policies.

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