



## ASTRONOVA AEROSPACE TERMS AND CONDITIONS OF SALE

- 1. Terms and Conditions.** Except as otherwise provided in a supply agreement that incorporates these 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 by AstroNova, Inc. ("Seller") 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 goods being purchased (the "Goods"), the quantity of Goods being purchased, the destination for delivery of the Goods, and other material information concerning Buyer's order shall be set forth in Buyer's purchase order (the "Purchase Order") and provided to Seller. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order. If Buyer and Seller 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" means (i) the supply agreement (if any) existing between Buyer and Seller that references these Terms and Conditions, (ii) these Terms and Conditions, and (iii) each Purchase Order accepted by Seller. All Purchase Orders placed by Buyer are subject to written acceptance or rejection by Seller. All Purchase Orders for Goods are subject to minimum order quantities as determined by Seller from time to time and are subject to change by Seller without notice. If Seller 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 shall become a part of the Agreement. SELLER'S ACCEPTANCE OF ANY BUYER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S PURCHASE ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER'S PURCHASE ORDER, OTHER FORMS OR OTHERWISE.
- 2. 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.
- 3. Termination; Changes by Buyer.** Without liability to Buyer, Seller may terminate, in whole or in part, the Agreement and/or any Purchase Order in the event that Buyer breaches any portion of the Agreement and fails to remedy any such breach within ten days of Seller's transmission to Buyer of written notification describing the breach; provided that if Buyer fails to timely pay, the foregoing cure period shall not apply and Seller may immediately terminate, in whole or in part, the Agreement and/or any Purchase Order. Buyer may not terminate any Purchase Order without the prior written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller may be assessed in connection with such termination, as well as a restocking fee of up to 25% of the purchase price of the cancelled Good(s), plus any shipping costs incurred. Any changes requested by Buyer to any Purchase Order will be subject to the consent

of Seller and to an equitable price adjustment and/or delivery adjustment, as determined by Seller.

4. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, endemic, pandemic, act of God, or other similar causes beyond its reasonable control ("Force Majeure Condition"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give prompt 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 Goods not already shipped if the non-performance continues for a period of at least one hundred and eighty (180) days after the date of the notice.
5. **Indemnity.** Buyer shall indemnify, defend and hold harmless Seller 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 (a) the breach by Buyer of any provision of this Agreement; (b) any negligence, willful misconduct or other fault of Buyer or its employees, subcontractors or agents arising from the marketing, sale, support, or use of the Goods; or (c) any contract, agreement, or other understanding between Buyer and any of its customers relating to the Goods, or Buyer's representation of the Goods, in a manner or on terms different than Seller's Good descriptions, warranties, limitations, and other terms contemplated by the Agreement. Seller will indemnify, defend and hold harmless Buyer and each of its officers, directors, employees, and successors and assigns from any suit or proceeding brought in a court of the United States for the direct infringement of a United States patent and trademark by the Goods (as standalone Good not in combination with any other Goods or other materials) covered by this Agreement which are manufactured by Seller. Seller will have no obligation or liability to defend and indemnify Buyer with respect to claims of infringement arising out of or based on: (1) Goods provided pursuant to Buyer's designs, drawings or manufacturing specifications; (2) Goods used other than for their ordinary intended purpose; (3) any combination of the Goods with any article or service not furnished by Seller; (4) any modification or repair of the Good other than a modification by Seller; or (5) damages based on a theory of liability other than infringement by the Goods. Because Seller has exclusive control of resolving infringement claims hereunder, in no event will AstroNova be liable for Buyer's attorney fees or costs.
6. **Payment Terms.** Buyer will make payment pursuant to Seller's invoices at the prices and charges provided therein subject to any applicable agreement between the parties, such as any economic price adjustment clauses or other material re-pricing or surcharges. All prices and payments are in U.S. dollars. Seller may require an advance payment of up to 50% of the total Purchase Order price and/or may require progress payments or other forms of security as a condition of acceptance of any Purchase Order. Seller will render a final invoice upon delivery of the Goods. Payment is due within thirty (30) days from the invoice date. Buyer agrees to reimburse Seller 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 Buyer, Seller may demand different terms of payment and may demand assurance of due payment. Seller may, upon the making of such demand, stop

production and suspend shipment hereunder. Buyer has no set-off rights. Buyer hereby grants Seller a security interest in the Goods and all Goods and proceeds thereof purchased under this Agreement to secure payment for those Goods purchased and Buyer agrees to execute any financing statements or other documents requested by Seller to perfect its security interest.

7. **Inspection, Acceptance or Rejection.** Buyer will make adequate inspection of the Goods promptly after their receipt, and in any event within ten (10) days of receipt and will give Seller 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 Goods to ensure that lots manufactured by Seller can be traced through Buyer's manufacturing and/or sales processes.
8. **Ownership of Proprietary Rights.** Buyer acknowledges that the Goods are proprietary to Seller and that Seller retains exclusive ownership of all intellectual property rights associated with Goods and of any improvements, modifications, derivations, and enhancements pertaining to the Goods or any part thereof however created, developed, or conceived. Buyer shall take all reasonable measures to protect Seller's intellectual property rights in Goods. Buyer's use of any of these property rights is authorized only to the extent and for the purposes specifically set forth in the Agreement and, except as explicitly stated herein, shall immediately cease upon termination of the Agreement.
9. **Shipping/Delivery/Delays.** Unless otherwise agreed, Seller will deliver the Goods to Buyer F.O.B. Seller's facility for all domestic shipments. For international shipments, Seller shall determine the appropriate Incoterm 2010 delivery term that will be used for each Purchase Order. Delivery of the Goods to a common carrier shall be deemed a satisfactory delivery by Seller 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. Seller expressly reserves the right to manufacture and deliver the Goods at any time prior to the estimated delivery or shipping date. Seller will use commercially reasonable efforts to fill the Purchase Order in accordance with the estimated delivery or shipping date, but Seller 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.
10. **Software.** If the Goods provided under this Agreement include software programs owned by or licensed to Seller, such software is provided to Buyer pursuant to the terms of the software license agreement included with the Goods. Buyer's 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 is transferred hereunder and such software shall remain the sole property of Seller or its licensors, as appropriate. Buyer shall have no right to modify, disassemble, decompile, or otherwise reverse engineer such software or to remove, obscure, or alter any notice of patent, trademark, copyright, or trade name that is affixed to such software or its packaging.
11. **No Rights to Copy or Manufacture.** The Goods are sold and any related software is licensed by Seller subject, in every case, to the condition that such sale and license do not convey any license or other right, expressly or by implication, to manufacture, duplicate, modify, or otherwise copy or reproduce the Goods or software through reverse engineering or any other means. You agree not to engage in any such manufacturing, duplication, modification, copying, or reproduction.

12. **Confidential Information.** Unless otherwise agreed to in writing by Seller, Seller 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 Seller pertaining to the Goods shall remain the proprietary and confidential information of Seller (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 Seller's prior written consent, and any such information duplicated or reproduced must be returned promptly to Seller 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) is independently developed by Buyer. Buyer shall not reverse engineer all or any portion of Goods nor allow or assist others to do so. Further, Buyer shall not remove, alter, erase, deface, or cover over any markings on Goods or its packaging.
13. **Taxes.** Buyer shall pay any applicable local, state, and federal taxes, however designated (excluding Seller's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the Goods, unless Buyer provides Seller with an appropriate certificate of exemption.
14. **Title and Risk of Loss.** Title to the Goods (excluding any software included in the Goods which is licensed to Buyer) and risk of loss or damage to the Goods will pass to Buyer at the F.O.B. location (for domestic shipments) referenced in Section 9 for domestic shipments and in accordance with the Incoterm 2010 selected by Seller for international shipments.
15. **Export Restrictions; Nuclear Technology and Life Support Systems.** Goods, services and information supplied under this Purchase Order are subject to Buyer's compliance with all laws, including the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption laws and regulations and U.S. import and export laws and regulations and may be subject to EU and other applicable countries' anti-corruption and export/import rules and regulations as well. Buyer will obtain all licenses, permits, and approvals required by any government. For shipments outside of the U.S., Seller will be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the ordered Goods, including applications for agreements relating to defense services, and Buyer will cooperate with Seller in obtaining such export licenses at Seller's request. Seller will have no liability to Buyer in the event that an export license is delayed, not approved or is later withdrawn or suspended. Seller may, in its sole discretion, agree to engage in a "routed transaction", in which case Buyer shall provide all documents and take all actions requested by Seller to comply with U.S. export requirements. Buyer agrees to comply with applicable import and export regulations whether administered by the Office of Defense Trade Controls, the U.S. Department of State, the Bureau of Export Administration, the U.S. Department of Commerce, the Office of Foreign Asset Control (OFAC) or any other agency of the U.S. Government which provide inter alia that the equipment shall not be re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination without the prior approval of the U.S. Department of State or Commerce or other Agency of the U.S. Government, whichever is applicable. Buyer agrees to provide Seller any documentation Seller reasonably requests to comply with the

regulations. For shipments within the U.S., it is the responsibility of Buyer or other exporter to comply with all U.S. export control laws and regulations. Should Buyer's actions, or the actions of its owners, directors, officers, employees, representatives, consultants or agents, result in the assessment of any fine, penalty or disgorgement of profits against Seller for violation of any applicable laws, Buyer hereby agrees to indemnify Seller therefore.

16. **Warranty.** Seller hereby warrants to Buyer, for the period of one year from the date of shipment of the Good to the Buyer, that the Good (a) is manufactured in accordance with the Goods specifications, (b) is free and clear of any security interest, lien, or encumbrance, and (c) is free from factory defects in material and workmanship. Buyer's sole and exclusive remedy and Seller's sole and exclusive liability under this warranty will be to repair or replace the nonconforming Good or, at Seller's sole discretion, Seller shall refund the purchase price paid therefor. During the warranty period, Buyer must notify Seller in writing within 30 days upon discovery of a nonconforming Good. No nonconforming Good can be returned to Seller unless a valid RMA has first been received for that Good from Seller. Nonconforming Goods repaired or replaced by Seller under warranty will be subject to the remaining original warranty period. The warranties set forth above do not apply to any Good which has (a) been subjected to abuse, misuse, neglect, accident, mishandling, contamination, corrosion, or foreign object damage after shipment to Buyer, (b) been repaired, modified, or altered by anyone other than Seller, (c) been operated with supplies from sources other than Seller, (d) been used for or subjected to applications, environments, or physical or electrical stress or conditions other than as intended and recommended by Seller, (e) been improperly stored, transported, installed, or used, (f) had its serial number or other identification markings altered or removed, or (g) use of counterfeit or replacement parts that are neither manufactured by, approved by, or sold to Buyer by Seller. Seller has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Seller's Good. Upon Seller's request, Buyer will give Seller access to these records for substantiating warranty claims. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS 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 SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. **Terms of Sales to Buyer's Customers.** All sales and other agreements between Buyer and its customers are Buyer's exclusive responsibility and shall have no effect on Seller's obligations under the Agreement. Buyer shall provide information to its customers concerning the scope and coverage of Seller's warranty and limitations of liability and be responsive to customer inquiries concerning Seller's policies. Buyer shall provide assistance to its customers in arranging for warranty service from Seller but shall not, without Seller's proper consent, accept Goods returned for service. Buyer shall have no authority to (and will not) vary, alter, or enlarge Seller's warranties or vary, alter, limit, or restrict Seller's disclaimers or other limitations of liability. Buyer shall have the right at its own risk and expense to (a) provide end user warranties in excess of those provided by Seller, (b) provide different disclaimers and other limitations of warranty than those provided by Seller, and (c) otherwise set the terms of its sales to its customers; provided that such warranties, disclaimers, and other terms of sale are the sole responsibility and obligation of Buyer

and Seller shall have no responsibility whatsoever arising from or due to any such terms or agreements.

18. **Government Contracts.** If Goods are for incorporation into a product for the U.S Government or another government, FAR, DFARS, and other regulatory clauses shall only apply if such provisions are expressly accepted by Seller in writing. In the event of a conflict between any such clauses and these Terms and Conditions, these Terms and Conditions shall take precedence. Buyer represents and warrants that all purchases of Goods hereunder will not be used in the performance of a contract or subcontract with the U.S. Government or any other government in a manner so as to affect Seller's rights to data, technology, software or other intellectual property supplied by Seller.
19. **Exclusive Remedy.** Buyer shall have no claim against Seller 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 Seller, 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 Goods, shall not, except as expressly provided herein, exceed or in any way differ from the remedies and obligations provided for in the Agreement.
20. **Right to Suspend.** In the event of a breach by Buyer of its obligations under the Agreement, Seller shall have the right to suspend its performance during the continuation of such breach in addition to any other rights or remedies available to it at law or in equity.
21. **Assignment.** This Agreement and/or any Purchase Order and any right or interest hereunder may not be assigned by Buyer without Seller's prior written consent.
22. **Limitation of Liability.** In no event will Seller 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 Goods sold or services rendered, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming Goods; (iii) breach of any other provision of this Agreement; or (iv) any claim of any kind arising out of or relating to any Purchase Order or Seller's performance in connection therewith even if Seller has been advised of the possibility of such damages. In any event, Seller's liability will not exceed the purchase price of the Goods on which such liability is based. Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of Seller's Goods, either alone or in combination with other goods. These limitations and exclusions will apply regardless of whether liability arises from breach of contract, indemnity, tort, warranty, operation of law, or otherwise.
23. **Dispute Resolution.** Buyer and Seller irrevocably agree that any dispute regarding this Agreement shall be submitted to arbitration and shall be resolved in accordance with the rules of the American Arbitration Association then in effect. The arbitrator(s) shall be mutually selected by Buyer and Seller or in the event the parties cannot mutually agree, then appointed by the American Arbitration Association. Any arbitration shall be held in Providence, Rhode Island and the arbitrator(s) shall apply Rhode Island law. Judgment upon any award rendered by the

arbitrator(s) shall be final and may be entered in any court of competent jurisdiction. The cost of arbitration between the parties shall be determined by the arbitrator and included in his/her decision, which shall be in writing. Both parties will bear their own expenses for transportation and cost of living while conducting the arbitration. Notwithstanding this provision and the agreement between the parties to submit their disputes to binding arbitration, nothing in this Agreement shall prevent either party from seeking injunctive relief (or any other provisional remedy) from any court referenced in Section 30.

24. **Applicable 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 Bailment 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.
25. **Compliance with Laws.** Buyer shall comply with all applicable statutes and government rules, regulations and orders including without limitation, (i) all applicable country laws relating to anti-corruption or antibribery; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Buyer is within the jurisdiction of the United States, and Buyer shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. Buyer represents that it, and each of its owners, directors, officers, employees, agents and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by these Terms and Conditions or in connection with any other business transactions involving Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to: (i) any governmental official or employee (including any employee of a government corporation or public international organization); (ii) any political party, official or worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing.
26. **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.
27. **Survival.** Provisions of these Terms that by their nature should continue in force beyond the completion or termination of an Order will remain in force.
28. **English Language; U.S. Dollars.** The Agreement is in the English language only, which language shall be controlling in all respects. All prices and other dollar amounts in the Agreement are in U.S. Dollars.
29. **No Third-Party Beneficiaries.** Unless otherwise expressly provided, no provision of the Agreement shall give any rights, remedies or other benefits to any person or entity other than Buyer and Seller.

30. **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.
31. **Independent Contractors.** The relationship established by the Agreement is that of independent contractors and nothing contained in the Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or authorize or allow Buyer to act on behalf of or create or assume any obligation on behalf of Seller whatsoever (and Buyer shall not, and shall not hold itself out as having any right, power, or authority to, act on behalf of or create or assume any obligation on behalf of Seller).
32. **Waiver.** 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.
33. **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 Seller, to Seller'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 Seller: Director, Contracts, 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
34. **Entire Agreement.** These Terms and Conditions shall constitute the entire agreement between Buyer and Seller 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 Seller.