

Terms and Conditions for Sale of Products and Services for the field of Test & Measurement

Parties. The contractual parties hereunder are AstroNova GmbH, Waldstraße 70, 63128 Dietzenbach, Deutschland (herein referred to as “AstroNova”) and the customer (herein referred to as “Buyer”), who is not a consumer as per § 13 of the German Civil Code (BGB).

These Terms and Conditions for Sale of Products and Services in the field of Test and Measurement (“Terms and Conditions”) shall be the sole terms and conditions governing the sale of goods or services provided by AstroNova to Buyer. Any terms and conditions of Buyer shall not become part of this Agreement even if the customer has referenced such terms and conditions in any tender, invitation for tenders, order, order confirmation or other document and this reference has not been opposed to.

Orders. Unless agreed otherwise, the identity of Buyer, the identity of the products or services (“Products”), the quantity of the requested Products, the destination for delivery of the Products and other material information concerning Buyer’s purchase order will be set forth in the Buyer’s order (“Purchase Order”) and provided to AstroNova. Any Buyer’s order has to be accepted or rejected by AstroNova in writing or text form. All Purchase Orders for Products are subject to minimum order quantities as determined by AstroNova from time to time. Such minimum order quantities can be changed by AstroNova at any time without notice, which does not apply to orders already confirmed. If AstroNova does not accept in writing or in text form and within 14 days a Purchase Order submitted by the Buyer, such Purchase Order shall be deemed to be rejected.

Order of Precedence. If several documents or provisions become part of the Agreement and the contents of such documents or provisions contradict each other, 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 order confirmation, (iv) the Purchase Order.

Choice of law. The laws of the Federal Republic of Germany shall apply except the law of conflict of law. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Limitation of liability. AstroNova shall be fully liable for any damage arising out of or relating to intention or gross negligence as well as in case of absence of a guaranteed feature of Products sold or services rendered. In the event of slight negligence, AstroNova shall be fully liable for any claim due to an injury to a person’s life, body or health. Apart from that, liability for Buyer’s contractual and statutory right to damages is limited or excluded as follows: AstroNova shall be liable in the event of slight negligence only if an obligation the fulfillment of which allows proper execution of the contract has been infringed, if the infringement of an obligation jeopardizes achieving the material purpose of the contract, and the fulfillment of which Buyer may regularly trust on (cardinal obligation). If a cardinal obligation is infringed, liability shall be limited to contract-typical foreseeable damage. This limitation also applies to loss of profits or non-realized savings. Liability for any other consequential harm or damage caused by a defect is excluded. AstroNova will be liable for any loss of data caused by slight negligence as per the preconditions and to the extent stated above only if Buyer has saved the data in an appropriate manner so that the data can be restored with reasonable effort. Liability for all and any other damage is excluded. Liability as per the provisions contained in the law of product liability (Produkthaftungsgesetz) remains unaffected. If AstroNova’s liability is excluded or limited, this exclusion or limitation shall also apply to personal liability of its staff, representatives, and vicarious agents.

Written form. Any alteration, amendment, cancellation or withdrawal need to be submitted in writing. This also applies to the annulment of this provision.

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, endemic, pandemic, disease, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors (“Force Majeure Conditions”). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the Force Majeure Condition and any action being taken to avoid or minimize its effect. The party affected by the other's delay or inability

to perform this Agreement may terminate, at no charge, the remaining portion of this Agreement with respect to the Products not already shipped if the non-performance continues for a period of at least ninety (90) days after the date of the notice.

Third party rights. If the use of a Product results in an infringement of any intellectual property right or copyright or a third party's right, AstroNova will at their cost and at their own discretion provide Buyer with the right to use the Product or redesign the Product to eliminate any such infringement or take back the performance at the invoiced price deducting a reasonable compensation for loss of use. The latter shall apply only if AstroNova fails to provide with reasonable effort any other remedy within a reasonable period of time or such remedy itself is not reasonable. Furthermore, AstroNova shall indemnify and hold harmless Buyer from and against any undisputed or legally enforceable claims by the particular proprietor of right. These obligations of AstroNovas are final for any case of industrial property right infringement or copyright infringement and subject to the Section "Limitation of liability" above. These obligations of AstroNova shall apply only if:

- i. Buyer informs AstroNova immediately about any claimed infringement in property right or copyright; and
- ii. Buyer fully transfers defence against such claims to AstroNova or, if Buyer cannot transfer defence to AstroNova in full, Buyer grants AstroNova control of defence and always and only acts in agreement with AstroNova during the defence process or during settlement negotiations and Buyer allows the execution of infringement-free measures respectively, if applicable; and
- iii. the infringement is not based on Buyer's instructions; and
- iv. the infringement is not caused by Buyer's modification of the Product at their own authority or by the Buyer's use of the Product other than stipulated in the contract.

Disputes. All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Frankfurt / Main, Germany. The language of the arbitration shall be German. The rules of law applicable to the merits shall be the laws of the Federal Republic of Germany except the law of conflict of law. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Terms of payment. AstroNova may require an advance payment of up to 100% of the total Purchase Order and/or progress payments or other forms of security as a condition of acceptance of any Purchase order. If there is no progress payment/down payment requested, AstroNova will render a final invoice upon delivery of the Products. Payment is due within thirty (30) days from the invoice date. All prices will be quoted in EURO. Payment will be made in EURO. All prices quoted are net prices, and they are invoiced plus relevant VAT. When the due date is exceeded, an additional interest after due date of 9 percentage points above the prime rate valid at the time will be in demand for payment, irrespective of any other legal claims. If it becomes obvious after the conclusion of the Agreement that the entitlement to the purchase price is at risk due to Buyer's poor performance, AstroNova has the right as per the relevant statutory regulations concerning refusal to perform – and after having set a deadline, if applicable – to withdraw from the contract as per § 321 of the German Civil Code (BGB). AstroNova may declare their immediate withdrawal from the contract in case of any contract concluded with the purpose to produce unacceptable or unjustifiable devices (custom-made devices); the legal regulations concerning the dispensability of the appointment of dates remain unaffected. Buyer has no set-off rights and no right of retention unless their counterclaim has been legally determined or is irrefutable.

Proprietary rights of information, nondisclosure. Unless explicitly stipulated to the contrary, AstroNova will not be bound by any obligations of confidentiality or non-disclosure. All documentation, designs, drawings, samples, specifications, publications, schedules, engineering details, instructional manuals, and related data of AstroNova pertaining to the Products shall remain the proprietary and confidential information of AstroNova ("Confidential Information"). Buyer shall protect the Confidential Information from disclosure to others with the same degree of care that a reasonable, diligent and prudent person would exercise in protecting its own confidential information. Buyer shall not use any Confidential Information except as is contemplated by the specific sales transaction contemplated by this Agreement. Buyer shall not duplicate or reproduce any Confidential Information without AstroNova's prior written consent, and any such information duplicated or reproduced must be returned promptly to AstroNova upon AstroNova's request. Notwithstanding the foregoing, Confidential Information shall not include any information that (1) Buyer rightfully obtains free of any obligation to keep confidential; (2) becomes generally known to the public through acts not attributable to Buyer; or (3) Buyer independently develops. Buyer shall not reverse engineer all or any portion of Products nor allow or assist others to do so. Further, Buyer shall not remove, alter, erase, deface, or cover over any markings on Products or its packaging.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid and enforceable and binding on the parties.

Shipping/Delivery. Unless otherwise agreed between the parties, AstroNova will deliver the Products to Buyer F.O.B. origin, AstroNova, Dietzenbach, Germany. For international shipments, AstroNova shall determine the appropriate Incoterm 2020 delivery term that will be used for each Purchase Order. Delivery of the Products to a common carrier shall be deemed a satisfactory delivery by AstroNova to Buyer. Buyer agrees to pay all freight, insurance, packing and other transportation charges related to said delivery as invoiced. All delivery and shipping dates are estimates only.

Inspection, Acceptance or Rejection. Buyer will make adequate inspection of the Products promptly after their receipt, and in any event within ten (10) days of receipt, and will inform AstroNova promptly in writing or in text of any fault or defect. Buyer's failure to inform AstroNova constitutes a waiver of any claim arising from the defect. § 377 of the German Commercial Code (HGB) remains unaffected. Buyer must keep lot traceability records for the Products to ensure that lots manufactured by AstroNova can be traced through Buyer's manufacturing and/or sales processes.

Software. If the Products provided under this Agreement include software programs owned by or licensed to AstroNova, such software is provided to Buyer pursuant to the terms of the software license agreement included with the Products or as otherwise provided by AstroNova. The right to use such software is contingent upon Buyer's acceptance of, and compliance with, the terms of such software license agreement. No ownership right in any software is transferred hereunder, and such software shall remain the sole property of AstroNova and their licensors respectively. Such license does not convey any other rights, expressly or by implication, to manufacture, duplicate, modify, or otherwise copy or reproduce the Products or software through reverse engineering or any other means. Buyer agrees not to engage in any such manufacturing, duplication, modification, copying, or reproduction. The provisions as per §69d section 2 and 3, §69e of the German Copyright Act (Urheberrechtsgesetz) remain unaffected.

Taxes. Buyer shall pay any applicable local, state, and federal taxes, however designated (excluding AstroNova's income taxes), imposed or based upon the sale, transfer of ownership, installation, license or use of the Products, unless Buyer provides AstroNova with an appropriate certificate of exemption.

Title and risk of loss. Risk of accidental loss or accidental damage to the Products will pass to Buyer at the F.O.B. location identified above.

AstroNova has the title to the supplied goods until all and any AstroNova's current and future claims under the contract and under AstroNova's business relation with Buyer ("Secured Debts") have been settled in full.

The supplied goods subject to reservation of title may neither be transferred for security reasons nor pledged to a third party until the secured debts have been paid in full. Buyer has to inform AstroNova immediately if a petition for insolvency proceedings has been filed or if a third party is granted access (e.g. distraint) to the supplied goods subject to reservation of title.

If Buyer's behavior constitutes a breach of contract, in particular non-payment of a due invoice amount of a Purchase Order, AstroNova shall have the right, as per statutory provisions and regulations, to withdraw from the contract and/or demand the return of the supplied goods on the basis of the reservation of title. Claiming the return of the supplied goods does not at all constitute any withdrawal from the contract; AstroNova rather has the right to claim the return of the supplied goods only and to reserve the right of withdrawal. If buyer fails to pay the due amount, such rights may be enforced by AstroNova only if Buyer has been granted a reasonable period for settlement or if such period is dispensable as per statutory provisions.

Buyer shall be entitled as per clause (iii) below subject to withdrawal to resell through proper business procedures the supplied goods subject to reservation of title and/or to process such goods. In this case, the following provisions shall apply additionally:

(i) The reservation to title applies to the full value of the products created through processing, blending or combining the item supplied by AstroNova, with AstroNova being regarded as the manufacturer. If the property right on such products remains effective despite processing, blending or combining the item with third-party goods, AstroNova acquires co-ownership in the ratio of the invoice value of the processed, blended or combined products. As a matter of fact, the created product shall be subject to the same provisions and regulations as the goods supplied subject to reservation of title.

(ii) Buyer already now transfers the claims arising from reselling the supplied goods or the created product against a third party to

AstroNova in full and up to the particular co-ownership value respectively for security reasons as per aforementioned clause. AstroNova shall accept the ceding. Buyer's stated obligations also apply with due regard for the transferred claims.

(iii) Buyer, as well as AstroNova, shall be authorized to collect the claim. AstroNova agrees not to collect the claim unless Buyer fails to honor its financial commitments against AstroNova, Buyer's performance is poor, and AstroNova enforces the reservation to title by exercising a right. If this is the case, however, AstroNova may request that Buyer informs AstroNova about the transferred claims and the corresponding debtors, provides all information required for collection, hands over the corresponding documentation, and informs the debtors (third parties) about the ceding. Moreover, AstroNova in this case shall have the right to revoke Buyer's authorization to resell or further process the goods subject to reservation of title.

(iv) If the convertible value of the securities exceeds AstroNova's claims by more than 10%, AstroNova will release upon Buyer's request some of the securities as selected at AstroNova's discretion.

Export Control Compliance. Buyer shall comply with all applicable export laws and regulations of the Federal Republic of Germany, the European Union, the USA as well as of other countries having jurisdiction over the Products. Buyer shall not violate any such laws and regulations, especially by exporting or re-exporting the Products without holding all necessary authorizations and licenses therefor. Buyer further warrants that it will take all reasonable and appropriate steps, including, but not limited to, obtaining warranties, guarantees or other assurances, to ensure that no third party purchasing or otherwise procuring the Products will export or re-export the same in violation of the aforementioned applicable laws and regulations. AstroNova reserves the right to not accept an order or terminate the agreement with immediate effect that AstroNova considers in conflict with the aforementioned laws and regulations or in case that the Buyer or its customer does not comply with its obligations. In the case that the Buyer or its customer does not comply with its obligations AstroNova is not liable for damages or reimbursement of expenses. There is no obligation for AstroNova to check Buyer's compliance with the aforementioned laws and regulations or its obligations. AstroNova is not responsible for costs, liability or damages resulting from the Buyer not complying with the aforementioned laws and regulations.

Waiver and remedies. The failure of either party to insist on performance of any of the terms and conditions herein or to exercise any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be deemed a waiver of such rights or remedy with respect to any other breach or failure by the other party.

Warranty. The statutory provisions and regulations shall apply concerning the Buyer's rights in case of deficiency as to quality as well as title (including misdelivery and short shipment as well as improper mounting or poor instructions for assembly) unless agreed otherwise. In any event, the statutory special provisions for final delivery of unprocessed goods to a consumer remain unaffected even if the consumer has then processed the goods (supplier's recourse as per §§ 478 ff of the German Civil Code (BGB)). Any claims arising from supplier's recourse are excluded if the faulty goods have been processed (e.g. installation into another product) by Buyer or by any other entrepreneur.

The agreement on the composition of the goods constitutes the prime basis for AstroNova's liability for defects. All product descriptions and manufacturer's information which are part of the single contract or which had been made publicly known by AstroNova on completion of the Agreement are deemed to be considered the Agreement on the Composition of the Goods.

If the composition has not been agreed on, it will have to be determined on the basis of statutory regulations whether or not a defect has occurred (§ 434 section 1 sentence 2 and 3 of the German Civil Code (BGB)). However, AstroNova does not assume any liability for public announcements made by the manufacturer or by any other third party (e.g. advertisements) which Buyer has not pointed out to AstroNova to be sales relevant for Buyer. AstroNova in general does not assume any liability for defects which Buyer knows at the time of completion of the Agreement or which Buyer does not know about due to gross negligence (§ 442 of the German Civil Code (BGB)). Also, any warranty claim by Buyer demands Buyer to have fulfilled Buyer's statutory inspection duties and Buyer's requirements to give notice of defects (§§ 377, 381 of the German Commercial Code (HGB)). Goods destined for installation or for further processing require to be inspected directly before further processing. If a defect occurs on the consignment, during inspection or at any subsequent point of time, AstroNova needs to be informed in writing accordingly without any delay. In any event, obvious defects have to be reported in writing within ten (10) workdays from delivery, and defects indiscernible at inspection have to be reported in writing within the same period from their detection. If Buyer neglects to conduct proper inspection and/or to submit a notice of defects, AstroNova's liability for the defect which has not been reported, or which has not been reported in time, or which has not been indicated properly shall be excluded as per the relevant statutory provisions and regulations.

If the supplied goods are defective, AstroNova shall have the right to choose at their own discretion whether AstroNova will

remedy the defect (subsequent performance) or will supply defect-free goods (replacement). AstroNova's right to reject subsequent performance as per statutory provisions remains unaffected.

AstroNova has the right to conduct owing subsequent performance on condition that Buyer will settle the due purchase price of such goods. Buyer, however, has the right to retain a reasonable portion of the purchase price equivalent to the defect.

Buyer has to grant the required time and opportunity for the owing subsequent performance to AstroNova, and in particular has to provide AstroNova with the rejected goods in question for inspection purposes. In case of replacement, Buyer has to return the defective goods to AstroNova as per statutory provisions. Subsequent performance does neither imply disassembly of the defect nor re-assembly unless AstroNova was originally committed to assembling the component.

Any expenditure required for inspection and subsequent performance processes, especially travel and transport expenses, labour cost, and cost of materials as well as disassembly and assembly cost, if applicable, will be covered or reimbursed by AstroNova as per statutory provisions and regulations in case of an actual defect. In case of no real or actual defect, AstroNova has the right to claim from Buyer the expenses incurred due to the unjustified claim for remedy (particularly any inspection and transportation costs), unless the missing poorness was indiscernible for Buyer.

In urgent cases such as a threat to operational safety or the avoidance of excessive damage, Buyer shall be entitled to remedy the defect by themselves and to claim from AstroNova reimbursement for the expenditures objectively required for such remedy. AstroNova has to be informed immediately, if possible even beforehand, about the self-execution of such remedy. The right for self-execution is excluded if AstroNova is entitled to reject corresponding subsequent performance as per statutory provisions.

If subsequent performance has failed or if the reasonable deadline for subsequent performance to be determined by Buyer has elapsed without success or is dispensable as per statutory provisions, Buyer shall be entitled to withdraw from the purchase or reduce the purchase price. However, in case of a minor defect, there is no right of withdrawal.

Buyer's claim for damages or for replacement of unsuccessful expenditures also applies to defects as per Section "Limitation of liability" only and are excluded otherwise.

Period of limitation. Different from § 438 section 1 no. 3 of the German Civil Code (BGB), the general period of limitation for claims arising from a material deficiency and from a deficiency in title is one (1) year from delivery. If an acceptance process has been stipulated, the period of limitation commences with the date of acceptance.

If the goods constitute a building or a matter which has been applied as per its regular intended use for a building and which has caused the building's imperfection (building material), the period of limitation is five (5) years from delivery as per statutory provisions and regulations (§ 438 section 1 no. 2 of the German Civil Code BGB). Any additional statutory provisions regarding the period of limitation remain unaffected (particularly § 438 section 1 no. 1, section 3, §§ 444, 445b of the German Civil Code (BGB)).

The aforementioned periods of limitation stated in the sales law also apply to Buyer's contractual and extracontractual claims for damages caused by defective Products unless applying the regular legal period of limitation (§§ 195, 199 of the German Civil Code (BGB)) leads to a reduced period of limitation in particular cases. Buyer's right to damages for liability due to intent, gross negligence, harm to a person's life, body or health as well as due to the law of product liability shall exclusively come under the statute of limitations as per the statutory periods of limitation.

Headings. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.

Assignment. The customer is not entitled to assign any right or interest hereunder to a third party without AstroNova's prior explicit written approval.

Notices. Every notice between the parties relating to a Purchase Order will be made in writing or in text form and will be addressed to the authorized representative of the particular other party. Notices will be deemed received when delivered either: two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party. All notices must be addressed as follows:

To AstroNova: AstroNova GmbH, Waldstraße 70, D-63128 Dietzenbach, Deutschland

To Buyer: Buyer's authorized purchasing representative's name and address on the Purchase Order

Date: February 22, 2021