

## TERMS AND CONDITIONS OF SALE

Buyer agrees that the following terms and conditions of sale shall apply for all credit and cash purchases from Labeltronix. Buyer represents and warrants that the information contained in the Credit Application submitted to Labeltronix is true and correct, that Buyer is purchasing products for commercial and not consumer uses or purposes, and that Buyer will timely notify Labeltronix of any change in such information, including but not limited to a change in Buyer's legal name and/or state of incorporation.

**General Terms:** Modifications, changes, alterations, cancellations, additions, suspensions, or other terms offered in any purchase order, will not be binding unless accepted in writing by Labeltronix, and in all cases these terms and conditions of sale shall prevail, notwithstanding any other order terms to the contrary, without a written agreement from Labeltronix.

**Credit Policy and Labeltronix Security Interest:** Payment terms are net fifteen (15) days from date of invoice. Acceptance by Buyer of material shipped or delivered by Labeltronix indicates Buyer's financial responsibility, ability, willingness and obligation to pay in accordance with the terms indicated on each billing invoice as well as Buyer's agreement to reimburse Labeltronix for any additional costs incurred in collecting past due invoices, including attorneys fees. Buyer acknowledges that any payment plans that Buyer may enter into with Labeltronix or its authorized agents to bring Buyer's account current shall not relieve Buyer of its obligation to reimburse Labeltronix for any collection costs incurred with respect to Buyer's account. Buyer hereby grants to Labeltronix a security interest in and to all Labeltronix invoiced merchandise that is from time to time described on Labeltronix invoices, as "Collateral", to secure payment of all outstanding invoices and credit extensions from Labeltronix. The security interest attaches to the Collateral immediately upon its transfer of title to Buyer, and Collateral will thereafter be released from this security interest, only when the invoice describing the Collateral that has not been foreclosed upon, has been paid in full. Labeltronix is authorized to file or record any form of notice to perfect its security interest against the Collateral (and Buyer will execute the same if required). Invoices not paid in full within twenty (20) days after invoice date will result in Buyer's default and Buyer's account being placed on credit hold, also authorizing Labeltronix at its option, without limiting its other remedies at law or equity, and without notice to or demand on Buyer, to foreclose upon and take possession of the Collateral, sell, lease or otherwise dispose of the Collateral at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as Labeltronix may determine, and to recover from Buyer all costs and expenses, including without limitation, reasonable attorneys' fees, incurred or paid by Labeltronix in exercising any right, power or remedy authorized by this security interest, this Agreement, or by law. Labeltronix reserves the right to charge interest at the rate of 1½ percent per month on accounts paid outside the credit terms. At the request of Labeltronix, Buyer agrees to enter into Labeltronix' standard form security agreement, to supplement, at Labeltronix option, the terms of this security interest. This Agreement and the security interest hereby granted, which may be supplemented or modified by the terms of a more comprehensive security agreement entered into between Buyer and Labeltronix, shall be governed by California Uniform Commercial Code and California law. In the event of dispute, Venue of Jurisdiction be laid in Orange County, California.

**Cancellation:** Labeltronix may not cancel orders except upon written agreement. Canceled orders will be subject to cancellation charges as specified by the manufacturer, to cover costs of manufacture, administration and handling. Any custom products produced for a specific customer must be paid for by customer and can not be cancelled by customer without payment-in-full.

**Shipment:** All orders are shipped FOB Labeltronix' shipping point or other locations designated by Labeltronix. Outbound freight charges are prepaid by Labeltronix and added to buyer's invoice.

**Taxes:** Orders shipped to a location within California are subject to sales tax as mandated by the California State Board of Equalization. The actual amount of sales tax will be determined, based on the "Ship to" location, the product or service ordered, and the quantity shipped. If you require the exact amount of sales tax at the time of the quote, please work with your sales or customer service representative.

**Inspection and Acceptance of Merchandise:** Buyer is responsible for evaluating received merchandise for final acceptance. All claims for damaged shipments must be made directly with the carrier within 72 hours. Damaged shipments should be held in condition received until inspected by carrier. Claims for incorrect shipments or omissions must be made with the Labeltronix within ten (10) days of shipment.

**Returns:** Sales are final on all Custom manufactured products.

- Custom labels, opened printers, open printer parts, and open software are non-refundable unless product is considered defective. Service contracts are non-refundable.
- Original manufacturer's packaging inside and outside must be complete (cables, manuals, etc.) and used for returns in order to receive credit/replacement.
- Customer is responsible for freight costs when returning product. In the case that Labeltronix has determined that the root cause of return was by Labeltronix, return freight costs will be paid by Labeltronix.
- All returns require a Sales Return Order number (SRO). Returns will not be processed unless a valid SRO has been issued and documented.
- SRO number must be clearly indicated and present on all return shipments on either the shipping label or attached documentation. The lack of a clearly indicated SRO number on returns may result in a refusal or delay of the return process.
- Customer is responsible for returning product within the specified time frame. Please see relevant return policy. (Printers return policy, Ribbons/ink return policy, etc)
- Returned custom labels will be credited or replaced with the **amount received upon return** if determined that the root cause of return was by Labeltronix or its vendor.
- Restocking fees applied to all returns are deemed as the customer's responsibility. Please see relevant Return Policy. (Printers Return Policy, Ribbons/ink Return Policy, and Label Return Policy). **Due to the labor involved with restocking, fees cannot be reduced or waived.**

# **LABELTRONIX®**

Corporate Office: 2419 E. Winston Road, Anaheim, CA 92806

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## **Printers Return Policy**

Any printers, software, printer replacement parts, dispensers, scanners and verifiers that are opened or used are non-refundable. Upon receiving a defective part, a replacement of the same part will be made. Customers are responsible for ordering the correct part. Unopened product **may** be approved for return within 30 days from the date of shipment; otherwise the returns will not be accepted. A restocking fee of 15% will be applied to all returns. Credit or replacement will be approved only when Labeltronix has determined the root cause to be Labeltronix or its vendors.

## **Ribbons/Ink Return Policy**

Any ribbons that are opened or used are non-refundable and are not accepted. Defective products will be replaced with the same ribbon. Customers are responsible for ordering the correct part. Unopened product **may** be approved for return within 30 days from the date of shipment with a restocking fee of 15%. Unopened product **may** be returned after 30 days up to 60 days from date of shipment with a restocking fee of 30%. Dates exceeding 60 days will no longer be accepted. Custom manufactured ribbons returns are not accepted. Credit or replacement will be approved only when Labeltronix has determined the root cause to be Labeltronix or its vendors. **For defective ink cartridges, Labeltronix's vendor VIP inks, will only accept returns if and only if customer goes through their VIP's customer service (1-510-744-3770 xt123) troubleshooting process to determine that the cartridge is defective.** Labeltronix is not responsible for defective VIP ink cartridges.

## **Label Return Policy**

All stock/standard labels and Sensormatic products that are opened or used are non-refundable and are not accepted. Unopened product **may** be returned within 30 days from the date of shipment with a restocking fee of 15%. Unopened product **may** be returned after 30 days up to 60 days from date of shipment with a restocking fee of 30%. Dates exceeding 60 days will no longer be accepted. Credit or replacement will be approved only when Labeltronix has determined the root cause to be Labeltronix or its vendors. Custom labels are non-refundable. Credit or replacement will be approved only when Labeltronix has determined the root cause to be Labeltronix or its vendors.

**Limitations of Damages or Buyer's Remedies:** The merchandise sold is warranted to be free from defects in material and workmanship for a period set forth by the manufacturer, pursuant to the manufacturer's limited warranty to repair or replace defective merchandise. In no event will Labeltronix have any liability for any incidental or consequential damages arising out of or in connection with a breach of the sale or any other duty of Labeltronix with respect to any order, including, but not limited to, incidental or consequential damages for lost profits, lost sales or injury to persons or property. Any delivery or shipment date quoted is approximate and subject to delays caused by civil insurrection, war, fire, strike, acts of God, shortages of materials, or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, any priorities imposed by any government or agency, or any other factor or event beyond the control of dealer or the manufacturer. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to incidental or consequential damages, and customer waives and releases any such claim. Buyer's acceptance of merchandise also constitutes a waiver of any claim for delay. **NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY LABELTRONIX. IN ALL OTHER RESPECTS THE MERCHANDISE IS SOLD "AS IS", AND WITHOUT ANY CLAIM OR RIGHT FOR SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND LABELTRONIX EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

**Application Assistance:** While we provide application assistance as a courtesy, it is up to the Buyer to determine suitability of the product in the application.