1. Acceptance. These terms and conditions of sale ("Terms") are applicable to all quotations, purchase orders and/or requests for service (collectively, "Orders"), and are the only terms and conditions applicable to the sale or other provision of Seller’s products ("Products") and/or services unless otherwise agreed in writing by Seller. Seller reserves the right to reject any orders or requests for service, in whole or in part, if Seller determines, in its sole discretion, that the conditions requested are not acceptable. "Terms" do not apply to the Products and/or Services. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in, or attached to, Buyer’s Orders. Buyer’s acceptance of Product(s) and/or Services requested in an Order will constitute its acceptance of these Terms.

2. Billing and Payment.
(a) Payment is due within 30 days of the later of Buyer’s receipt of invoice or delivery of Products and/or Services unless otherwise agreed in writing by Seller. Accounts not paid within 30 days from the date of invoice are subject to a finance charge of 1.5% per month on any unpaid balance. Buyer agrees to pay, shipping and related fees, foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except only taxes based on Seller’s income. Any certificates or other evidence of applicable exemptions to such taxes shall be provided to Seller prior to invoicing. Any such taxes or duties will be charged to Buyer; provided, however, if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer shall promptly make payment to Seller or directly to such taxing authority if requested by Seller.
(b) Payments are not subject to setoff or recoupment for any present or future claim Buyer may have.
(c) Pricing is subject to change only by Buyer upon any change in information and/or requirements during the course of an Order. Otherwise all pricing is firm. Seller does not represent that its prices will be the lowest charged to any other customer or comparable to prices offered by any third party.

3. Force Majeure.
(a) In the event of a Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Agreement if Seller substantially prevails in any legal dispute, Buyer shall pay all reasonable costs incurred by Seller, including but not limited to collection costs, attorneys’ fees and costs of legal action.

11. Hazardous Materials. Buyer acknowledges that certain materials covered by this Agreement may currently or later be considered hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety warnings) with the recognition of hazardous materials and to take appropriate steps to ensure that such hazardous materials, the eventual users and the containers in which such materials are shipped are handled in such a manner as to inform and train its employees and customers as to such hazards. Buyer shall hold Seller harmless against any claims by its agents, employees or other personnel relating to the disposal, materials, their applications and the containers in which such materials are shipped.

12. Products Not for Resale. Buyer represents and warrants that it is purchasing the Products for its own use and not for resale purposes. If Buyer breaches the foregoing, Seller, at its option, may terminate any portion of an Order; and/or (c) refuse to accept any further Orders from Buyer. This provision does not apply to Seller’s authorized third party sellers, including distributors and OEMs.

13. Cancellation. Except as otherwise provided herein, all sales are final. Buyer may not cancel Orders for custom Products or Products that have left Seller’s dock. All other Orders are subject to a 10% cancellation fee. In the event of cancellation, Seller is entitled to all costs incurred plus a reasonable profit. Cancellation must be in the form of a signed letter to Seller.

15. Force Majeure. Except for Buyer’s payment obligations, neither party shall be liable for delays in performance in whole or in part, or any loss, damage, cost or expense, resulting from a Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Agreement and/or any Purchase Order if such Force Majeure Event lasts longer than sixty (60) days. If a Force Majeure Event affects Seller’s ability to meet its obligations at the agreed upon pricing, or Seller’s costs are otherwise increased as a result of such Force Majeure Event, Seller may increase pricing accordingly upon written notice to Buyer.

16. Agreement Modifications: Waiver. These Terms are the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Seller’s failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. If any term herein is declared invalid or unenforceable to any extent, the remainder of the Terms will not be affected thereby, and each term herein will continue to be valid and enforceable to the fullest extent permitted by law.

THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO ANY SERVICE AGREEMENT PACKAGE (“SERVICE AGREEMENT”) SOLD WITH THE EQUIPMENT:

(a) As applicable, and as described in Seller’s Service quotation, Seller shall provide maintenance services for the equipment covered in the respective Service Agreement ("Equipment") and repair services for the Equipment if the Equipment fails to conform to Seller’s specifications (collectively, “Service Agreement Services”).
(b) With respect to any preventive maintenance visits included in a Service Agreement to be completed during a twelve (12) month period, Company shall make reasonable efforts to provide these visits in person at Buyer’s designated location. For the purposes of scheduling the visits, the twelve (12) month period shall commence from the effective date of the Service Agreement and shall only apply to Service Agreements with a minimum twelve (12) month term. Buyer is responsible for scheduling the preventive maintenance visits during the twelve (12) month period at a mutually agreeable time for
7. Software License. Seller grants Buyer a non-transferable, non-sublicensable, non-exclusive, license to use software contained or embedded in the Products ("Software") solely in conjunction with operation of Products as permitted by Seller. All other rights, title and interest in the Software shall remain the exclusive property of Seller or its licensors. Buyer is prohibited from (a) reproducing the Software, any component thereof, or any documentation related thereto, and (b) decompiling, disassembling, compiling or reverse engineering the Software or otherwise attempting to gain access to the Software source code. Buyer shall not use, duplicate or disclose any technical data or any information regarding the Software for any purposes. These rights are subject to any underlying license to Seller from a third party of any component or application of the Software. 

8. Limitation of Buyer's Remedies. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL, EQUITABLE OR STATUTORY CLAIM, CAUSE OF ACTION OR LEGAL THEORY, IN ANY EVENT OF LIABILITY, SELLER'S LIABILITY SHALL BE LIMITED TO ACTUAL DAMAGES TO THE EXTENT DIRECTLY AND SOLELY CAUSED BY SELLER'S MATERIAL BREACH. EXCEPT AS OTHERWISE PROHIBITED BY LAW, SELLER'S MAXIMUM LIABILITY HEREUNDER REGARDLESS OF LEGAL THEORY WILL NOT EXCEED PRICE OF SELLER'S PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE REQUIRED TO INDEMNIFY BUYER OR ANY OTHER PARTY. 

9. Seller's Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may defer performance hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer are fully satisfied. Seller's rights and remedies in these Terms are in addition to, and not in lieu of, any other rights or remedies Seller may have at law or in equity. 

10. Proprietary Rights. Seller will retain all intellectual property rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the sale or other provision of Products and/or Services to Buyer. Buyer agrees not to enforce against Seller or Seller's customers any patent rights that include any system, process or business method utilizing or otherwise relating to Products and/or Services delivered pursuant to an Order. Seller will not furnish any data, other than installation and specification data, unless it is specifically requested in an Order. The parties will separately negotiate rights and price for such data. 

Company and Buyer. Company shall not be liable for failing to complete the preventive maintenance visits if Buyer fails to schedule the visits. Where necessary, Company reserves the right to conduct remote preventive maintenance visits in lieu of in person visits at Buyer's location if Company is not able to conduct the preventive maintenance visits on site at Buyer's designated location. Replacement parts will be new or equivalent in performance to new parts, at no extra charge to Buyer. Parts being replaced will be the property of Seller. Buyer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event Seller's obligation shall be limited to making reasonable efforts to replace such discontinued parts with an equivalent part. 

(d) Seller shall provide Service Agreement Services during Seller's normal business hours, 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, excluding Seller holidays. Seller will provide Service Agreement Services on Buyer's premises unless it is necessary to remove Equipment, or a portion thereof, to the Seller's repair depot. Seller shall obtain Buyer's consent prior to removing Equipment. 

(e) The following services are not included in Service Agreements and Buyer shall be charged separately for any such service, unless otherwise expressly provided in a Service Agreement: (1) maintenance of accessories or attachments; (2) maintenance of Equipment if Buyer's modification of Equipment has materially increased cost of maintenance; (3) overhauling or rebuilding of Equipment; (4) replacement of continuous ink jet nozzles for Videojet Excel, Triumph or 37 series printers; (5) replacement of thermal transfer printheads if Buyer uses supplies and other consumables not approved by Seller for use with Equipment; and (6) de-installation or re-installation of Equipment or any part thereof at Buyer's request. Service Agreements do not cover repairs or maintenance necessitated by (i) Buyer misconduct, accident, neglect or misuse; (ii) failure of installation site to conform to Seller's applicable specifications; (iii) failure or inadequacy of electric power, humidity or air control; (iv) Buyer's use of supplies and other consumables not approved by Seller for use with Equipment; (v) Buyer's failure to follow operating procedures provided by Seller; (vi) service or maintenance performed by a third party or an unauthorized representative of Seller; and (vii) a Force Majeure Event. 

(f) The Rate identified in each Service Agreement is based on Seller performing Service Agreement Services at the location identified in the Service Agreement. If Buyer relocates Equipment or any part thereof, Seller may increase the Rate if such relocation affects Seller's cost of performing its obligations hereunder. 

19. Buyer's Obligations. Buyer shall, at its expense: (1) exercise reasonable care in operation and normal maintenance of Equipment; (2) operate Equipment within Seller's published specifications (including, without limitation, all environmental specifications); (3) maintain Equipment in conformance with Seller's maintenance standards, which shall include following and performing Seller's recommended customer care and cleaning program between calls of Seller's service representative; (4) properly maintain installation site and operating environment; and (5) provide necessary utility services for use of Equipment in accordance with Seller's specifications. For any preventive maintenance visits included in a Service Agreement, Buyer is responsible for scheduling during the applicable twelve (12) month period at a mutually agreeable time for Company and Buyer. Company shall not be liable for failing to complete the preventive maintenance visits if Buyer fails to schedule the visits. 

20. Term. (a) The effective date and term of a Service Agreement shall be as identified in the Service Agreement and/or Seller's Service quotation. For any renewals of Service Agreements, Customer agrees to continue to be bound by the terms and conditions contained in this Agreement for the duration of the renewal period of the Service Agreement, unless otherwise agreed to in writing by Customer and Company. 

(b) Either party may terminate a Service Agreement at any time and for any reason upon 30 days prior written notice to the other party. However, the parties acknowledge and agree that the term of each Service Agreement is the essence of Seller's pricing and Seller will suffer losses if the Care Package is terminated prior to the natural expiration of the term. In the event of early termination, the Buyer shall pay an early termination fee to reimburse Seller for such losses, which fee is to be construed as liquidated damages and not as a penalty. The early termination fee will be computed as follows: Months Remaining in Service Agreement Term x Monthly Rate (Pro-Rated for Annual/Quarterly Agreements) x 65%. This early termination fee shall not apply to any renewal terms or in the event of termination by Seller pursuant to this paragraph.