

# PRINTRONIX

## GENERAL TERMS AND CONDITIONS OF SALE

1. **PRICES** – Unless otherwise agreed to in writing, Printronix prices are exclusive of taxes, shipping and insurance. Our shipping terms are EXW.

The minimum order amount (exclusive of taxes and shipping charges) is \$150 for printers, options and spares, \$100 for supplies and \$25 for miscellaneous and services. Orders placed over the web do not have a minimum order amount.

2. **QUOTATION** – Unless otherwise indicated therein, Printronix quotations shall be valid for thirty (30) days date of issuance.
3. **PURCHASE ORDERS** – Purchase orders must specify the model number, options and quantities of each product ordered, and the requested shipping dates, shipping destinations, freight carrier and invoice point
4. Customer's submission of a purchase order shall be deemed acceptance of these terms and conditions to the exclusion of any other terms or conditions appearing in such purchase order. Printronix' acknowledgment of Customer's purchase order is expressly made conditional upon Customer's assent to these terms and conditions, which assent shall be presumed conclusively from Customer's failure to promptly object in writing at least 1 day before shipment takes place or from Customer's acceptance of any or all of the products ordered.
5. **SCHEDULING OF SHIPMENTS**- Customer may request in its order that products be shipped according to a specific shipping schedule, but Customer may not request that products be shipped later than six (6) months after the date of order. Printronix will schedule shipments based on Customer's request and Printronix' shipping capability at the time Customer's order is accepted. Upon such acceptance, Printronix will issue an acknowledgment, which will indicate the estimated shipping dates.
6. **RESCHEDULING, CANCELLATION AND RESTOCKING** – Customer may request that orders be rescheduled or cancelled only by written request submitted to Printronix Order Administration. All such requests shall be subject to acceptance by Printronix. Printronix may reject a request to reschedule a shipment if the new schedule does not conform to the requirements of the preceding Section 4 regarding scheduling of shipments. Any request to reschedule or cancel any shipment, which request is received after the shipment has left the Printronix' shipping dock, may be rejected as untimely or, at the option of Printronix, may be accepted subject to payment of a rescheduling or cancellation charge in the amount of fifteen percent (15%) of the purchase price of any product re-scheduled or cancelled. Terms and charges applicable to products subject to special quotation or program if different from those stated herein, will be as specified in the quotation or program.

7. **SHIPPING AND DELIVERY-** Printronix will use its best efforts to ship on or before the estimated shipping dates indicated in Printronix acknowledgment, except that Printronix will not ship before Customer's requested shipping dates if Customer's order so instructs. Printronix shall not, in any event, be liable for any delay or failure to deliver resulting from circumstances which are beyond Printronix' reasonable control or which would cause Printronix to incur unreasonable expense in order to avoid such delay or to effect such delivery. Delivery shall be EXW Printronix' shipping dock or otherwise agreed upon terms. In the absence of specific written instructions from Customer, Printronix will select the carrier, but Printronix shall not thereby assume any liability in connection with the shipment. If products are shipped freight prepaid, Printronix will bill Customer a freight charge for each shipment and, if such shipments are insured, Printronix will bill Customer and will be shown on the invoice as freight or as a separate items. Discrepancies must be reported within 15 days of receipt of material. Claims for damage in shipment, which was made under EXW terms, must be filed with carrier. No returns will be accepted without prior written authorization.
8. **EXPORT RESTRICTIONS-** Customer shall neither export or re-export, directly or indirectly, any product purchased hereunder, or the direct product thereof, to any country to which such export or re-export is restricted by United States law or regulation without the prior authorization, if required, of the office of Export Administration, Department of Commerce, Washington, D.C.
9. **TITLE, RISK OF LOSS AND SECURITY INTEREST-** Under shipment terms EXW, title and risk of loss for all products shall pass to Customer upon delivery of the products by Printronix to the carrier. Printronix reserves a security interest in each product shipped until the entire amount due therefore has been paid.
10. **TAXES-** Any and all state and local sales, use, excise, value added, privilege, and similar taxes imposed on Printronix or which Printronix has a duty to collect in connection with the sale, delivery, or use of any product will appear as separate items on the invoice and will be paid by Customer. If sales to Customer are exempt from such taxes, Customer shall furnish to Printronix a certificate of exemption or any other required document from the applicable taxing authority.
10. **INVOICES AND PAYMENT-** Printronix shall submit an invoice to Customer for each shipment at the time of shipment. Printronix shall submit an invoice to Customer for any rescheduling or cancellation charge whenever such charge is assessed. All invoices shall be submitted to the invoice point specified in Customer's purchase order. Payment terms are cash upon delivery or, at the option of Printronix, net thirty(30) days from the date of the invoice. Any other payment terms are subject to acceptance in writing by Printronix. All payment shall be made in the original billing currency, except where contractual agreements specify otherwise.

Printronix retains the right to change its credit terms at any time upon notice to Customer when, in the opinion of Printronix, Customer's financial condition or record of payment so warrants. Should Customer become delinquent in the payment of any amount due hereunder, Printronix, at its option and upon notice to Customer, may suspend performance under any outstanding order.

11. **WARRANTY**- Printronix warrants to its Customers that the products that it manufactures and sells will be free from defects in materials and workmanship for the periods set forth in the applicable supplemental warranty statement. If any such product proves defective during the applicable warranty period, Printronix at its option, either will repair the defective product without charge for parts and labor or will provide a replacement in exchange for the defective product.

Information concerning the warranty period is set forth in the applicable supplemental warranty statement. Products are sold subject to the provisions of these warranty statements.

This warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Printronix shall not be obligated to furnish service under this warranty: a) to repair damage resulting from attempts by personnel other than Printronix representatives to install, repair or service the product; b) to repair damage resulting from improper use or connection to incompatible equipment; or c) to service a product that has been modified or integrated with other products when effect of such modification or integration increase the time of difficulty of serving the product.

THIS WARRANTY IS GIVEN BY PRINTRONIX IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. PRINTRONIX AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PRINTRONIX' RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY. PRINTRONIX AND ITS VENDORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER PRINTRONIX OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12. **INFRINGEMENT**- Printronix, at its expense, will defend Customer against any claim based on an allegation that a product furnished hereunder infringes a patent or copyright of another in the United States, and Printronix will pay any resulting costs, damages, and attorneys' fees finally awarded against Customer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim; provided, that 1) Customer notifies Printronix promptly in writing of the claim, 2) Printronix is permitted to control the defense or

settlement of the claim, and 3) Customer cooperates reasonably in such defense or settlement at Printronix' expense.

In its defense or settlement of any such claim, Printronix may 1) procure for Customer the right to continue using the product, 2) modify the product so that it becomes noninfringing, or 3) replace the product with an equivalent product not subject to such claim. If the use of any product furnished hereunder is enjoined and none of the preceding alternatives is reasonably available to Printronix, Printronix will provide Customer an opportunity to return the product and receive a refund of the purchase price paid, less a reasonable allowance for use.

Printronix shall have no liability to Customer for claims of infringement based upon 1) the use of any product in combination with any product not supplied by Printronix or 2) the use of any product designed, manufactured, modified to the specifications of Customers.

The foregoing states the entire obligations and liability of Printronix with respect to infringement and claims thereof.

13. **LIMITATION OF LIABILITY** – EXCEPT AS PROVIDED IN THE PRECEDING SECTION REGARDING INFRINGEMENT, IN NO EVENT SHALL PRINTRONIX OR ITS VENDOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF PRINTRONIX OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
14. **WAIVER**- The failure of either party to enforce at any time any provision of these terms and conditions shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any breach of any of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.
15. **ASSIGNMENT**- Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of Printronix. No attempt to assign or transfer in violation of this provision shall be valid or binding upon Printronix.
16. **GOVERNING LAW**- The rights of the parties hereunder shall be governed by the laws of the State of California.
17. **ATTORNEYS FEES**- If litigation is commenced by either party to enforce any provision of any contract including these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

18. **NOTICES**- All notices required or authorized by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customer shall be sent to the address shown in Customer's order. Notices to Printronix shall be sent to Printronix Order Administration.
19. **OTHER AGREEMENTS**- These General Terms and Conditions will apply except to the extent a fully executed Printronix OEM, Distributor, VAR or other agreement exists between Printronix and the Customer.
20. "Seller certifies that in the production of the Articles and/or the performance of the services covered by this invoice of the Fair Labor Standards Act of 1938 as amended."