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TERMS AND CONDITIONS FOR PURCHASE ORDERS

Supplier agrees that the following Terms and Conditions (“Terms and Conditions”) and the conditions set forth in accompanying “Quality Clauses for Suppliers” are incorporated into and govern all purchase orders (the “Purchase Order”) between Supplier and Astro-Med, Inc. (the “Company”):

PRICE. If price terms are omitted from the Purchase Order, the price of the goods shall be the price last quoted to or paid by the Company.

TAXES. Unless otherwise expressly set forth in the Purchase Order or required by applicable law, all prices include all applicable taxes and duties.

PAYMENT & INVOICING. Company shall pay Supplier’s invoices (i) within thirty (30) days of receipt of an accurate and approved invoice; and (ii) upon completion of the services or delivery of the goods specified in the Purchase Order. Supplier shall set forth on each invoice the following: (a) the Purchase Order number; (b) the number of cartons in shipment; (c) the Supplier’s invoice number; and (d) the make, model number, serial number and type of product or service. Until Company receives Supplier’s invoice containing all of the above information, no prompt payment time limits shall commence. In no event shall Company be liable to Supplier for interest or other late payment charge.

DELIVERY. All products and services must be delivered as specified in the Purchase Order. In the absence of specific shipping instructions, shipment shall be routed via the most economical mode of commercially reasonable transportation available. Time is of the essence with respect to delivery of products or services listed in the Purchase Order. Supplier must immediately

advise Company if any product or service cannot be delivered as ordered by the stated date. Company shall be liable only for the shipping charges identified on the face of the Purchase Order. If Company is responsible for some or all of the shipping charges, shipping terms and rates must be agreed upon in advance. If Supplier elects a more expensive shipping method to meet a required delivery date, Supplier will be responsible for any increased shipping expense.

- **Partial Shipment:** At Company's option, in the event of shipment or receipt of less than all products or services ordered, Company may either accept shipment and pay only for the products or services received, pro rata, based on the unit price of the item ordered, or reject the entire shipment.
- **Late Shipment:** Company reserves the right to cancel the Purchase Order or any portion thereof if delivery is not made when and as specified, and charge Supplier for any loss sustained as a result of such cancellation, including, but not limited to, shipping charges. Further, Company may reject the late delivery without cancellation of the Purchase Order as to other subsequent required deliveries. Each shipment required under the Purchase Order is to be considered separately, and Company's right to reject a late delivery shall not be affected by acceptance of other late deliveries by Supplier. All such cancelled shipments shall be returned to Supplier at Supplier's expense.
- **Early Shipment:** Products delivered prior to the date specified, at Company's option, may be subject to anticipation and warehouse charges, payable by Supplier, or may be returned to Supplier, at Supplier's sole expense, to be held until proper shipping date.

INSPECTION AND TESTING. All products and services shall be subject to inspection and approval by Company after delivery. Company reserves the right to reject any products or services that it deems non-conforming, defective, unsafe, unfit, in excess of the Purchase Order

quantities or in any other way unsuitable for its purposes. Company reserves the right to require replacement of rejected products or services as well as payment of damages, at Supplier's expense. Supplier shall, at Company's option, either (i) promptly repair or replace the defective goods or services at the Supplier's cost, or (ii) issue a full refund (including shipping and any other expenses incurred by Company). If Supplier does not replace rejected goods or services within a reasonable time, Company may purchase substitute goods or services elsewhere. If the cost of purchasing such substitute goods or services exceeds the price stated in the order, then Supplier shall pay the difference to Company. This payment shall not prejudice any other rights Company may have against Supplier. All provisions and remedies of the Rhode Island Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of this Purchase Order.

ACCEPTANCE. Acceptance of the Purchase Order may be evidenced by Supplier's written notice of acceptance or by Supplier's timely commencement of performance.

CHANGES. Company reserves the right at any time prior to shipment to make changes as to: (i) specifications; (ii) methods of shipment or packaging; (iii) place of delivery; (iv) schedule of delivery; or (v) the quantities ordered. If any such changes cause an increase or decrease in the cost of or the time required for performance of a Purchase Order, an equitable adjustment may, in the Company's sole discretion, be made in the contract price and/or the delivery schedule.

Any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Supplier of the change. If the cost of properly made obsolete or excess as a result of such charge is paid for by Company, Company shall prescribe the manner of disposition of such property.

CANCELLATION. Company may, after giving written notice to Supplier, cancel the Purchase

Order prior to delivery. Upon a default by Supplier of any of its obligations hereunder, Company may, in addition to any other rights or remedies it may have, cancel the Purchase Order and seek damages from Supplier. If Supplier becomes insolvent, a petition is filed for reorganization of Supplier or for its adjudication as a bankrupt, Supplier makes an assignment for the benefit of its creditors, or a receiver or trustee is appointed for any of Supplier's assets or any other type of insolvency proceeding or formal or informal proceeding for dissolution, liquidation or winding down of the affairs of the Supplier is commenced, Company may cancel this Purchase Order, and seek damages from Supplier in accordance with law. In the event of any cancellation hereunder, Supplier shall cease any work or delivery and observe any instruction from Company as to work in progress.

INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless the Company, all of its affiliates, subsidiaries and parents, and their respective agents, officers, directors, managers, and employees from and against any and all claims, damages (including, without limitation, court costs, investigative costs and reasonable attorneys' fees), judgments, liabilities, fines, costs and expenses (including, without limitation, legal expenses) attributable to Supplier's products or services or any willful misconduct or negligence of Supplier or an authorized Supplier representative. Such indemnification obligations shall survive the cancellation or expiration of the Purchase Order.

INSURANCE. If insurance requirements are not specified in the Purchase Order, Supplier represents that as of the date of the Purchase Order, Supplier maintains comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used by Supplier in the performance of services or delivery of products under the Purchase

Order. Upon request, Supplier shall provide proof of such insurance coverages naming the Company certificate holder and additionally insured in respect to their operation and representatives. Company reserves the right to increase the mandatory insurance limits.

PREMISES. Supplier must comply with all reasonable regulations and policies communicated by Company to Supplier concerning Supplier's conduct on Company's premises.

LIMITATION OF LIABILITY. In no event shall Company be liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from the Purchase Order in excess of the price allocable to the products or services giving rise to such claims. Any action resulting from Company's default as to the Purchase Order must commence within one year after the cause has accrued. Notwithstanding anything herein to the contrary, Company shall have no liability for any consequential, special, punitive, incidental or indirect damages.

CONFIDENTIALITY. Supplier acknowledges that it is, may be or will be privy to Confidential Information (as defined below). Supplier agrees it will use the Confidential Information only in furtherance of its work under this Purchase Order and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Supplier shall: (i) give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this agreement or as required by applicable law; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Supplier takes with its own confidential information, but in no event shall Supplier apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, "Confidential Information" means any and all information relating to Company and any of its respective affiliates that may

be received by or be provided to Supplier from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Supplier and Company, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Supplier or Company, which contain or otherwise reflect such information. Supplier shall not use the Company's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of Company.

SUPPLIER REPRESENTATIONS AND WARRANTIES. Supplier represents and warrants that: (a) Supplier owns all rights, title and interests in the products and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such items to Company; (b) the products and services covered under the Purchase Order are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to Company in writing; (c) the products and services, and the production and sale thereof, and all warranties, guarantees, representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable international (including applicable import and export regulations), federal, state, local laws, rules, and regulations; (d) the goods are fit for the use intended; (e) neither the products and/or services, nor their sale or use will infringe any patents, trademarks, copyrights, trade secrets, or similar

intellectual property rights of any third party; (f) unless otherwise specified in this Purchase Order, the goods are new and not used or reconditioned; and (g) Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order. The foregoing representations and warranties shall survive inspection and acceptance by Company. Without limiting the foregoing INDEMNIFICATION provision, Supplier agrees to indemnify and hold Company, and its affiliates, subsidiaries, employees, officers and directors, harmless from and against any and all claims, damages, demands, costs and losses which Company may suffer in the event Supplier breaches any of its obligations, representations and/or warranties under this Purchase Order and these Terms and Conditions.

EQUAL OPPORTUNITY AND VETS 100 CLAUSES. The parties hereby incorporate the requirements of 41 C.F.R. Section 60-1.4(a)(7), 60-250.5, 60-300.5 and 60- 741.5, if applicable.

ASSIGNMENT AND SUCCESSORS. Supplier shall not assign or delegate duties under the Purchase Order or these Terms and Conditions, or subcontract any part of the performance required under the Purchase Order, without the express written consent of Company. No such consent shall be deemed to relieve Supplier of its obligations to comply fully with the requirements of the Purchase Order. Subject to the foregoing, the Purchase Order and these Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

GOVERNING LAW; SEVERABILITY. The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the law of the State of Rhode Island, without regard to its conflicts of laws provisions. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Rhode Island. The validity of any provision of the Purchase Order, including its

Terms and Conditions, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

ENTIRE AGREEMENT. The Purchase Order, the Quality Clauses for Suppliers and these Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the subject matter contained in the Purchase Order, the Quality Clauses for Suppliers and these Terms and Conditions, and Company shall not be bound by any other terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Supplier's web site or correspondence, or other act of Supplier and notwithstanding Company's purchasing department's act of accepting or paying for any shipment or similar act of the purchasing department.