

VIDEOJET TECHNOLOGIES INC TERMS AND CONDITIONS

1. **COMPLETE AGREEMENT.** This Purchase Order is the offer of Videojet Technologies Inc (Videojet) to Supplier, and shall be accepted and become a binding contract upon acceptance either by acknowledgment or performance. Neither receipt by Videojet of any verbal or written communication purporting to accept or modify this Order, nor reference to Supplier's bids or proposals if noted on this Order, shall affect or modify the terms and conditions hereof. This Purchase Order supersedes all prior communications, agreements, and understandings between the parties. In the event of a conflict between any provision hereof and any confirmation, acceptance or invoice relating hereto, this Purchase Order shall govern and control. This Purchase Order and the documents, if any, referred to on the face constitute the entire agreement between the parties with respect to the subject matter hereof and cannot be amended or modified in whole or in part, except in writing executed by all parties hereto. Upon receipt of a purchase order, change order, or blanket agreement, the Supplier must confirm and acknowledge receipt of this Purchase Order, change order, or blanket agreement either by fax, phone, or email, back to Videojet within 24 hours. On Kanban releases, the Supplier must confirm and acknowledge within 2 hours of receipt of the Kanban card. If Supplier does not conform to the terms of this Section, Videojet reserves the right to review and modify the Supplier's rating with Videojet.
2. **APPLICABLE LAW; VENUE.** This contract shall be governed by the laws of the State of Illinois with out regard to conflict of law principles or any United Nations treaty or convention on the international sale of goods. All rights, remedies, and warranties, not inconsistent herewith available to Videojet by operation of law may only be waived or modified in writing by Videojet in a supplement to this Order. In the event of any litigation, and where Orders are issued by Videojet's corporate office, venue shall be exclusive in the state court of DuPage County, Illinois or the Federal court for the Northern District of Illinois. Otherwise the state or Federal court having jurisdiction over the issuing Videojet facility shall have exclusive venue.
3. **CHANGES: TERMINATION.** Videojet may at any time, by written order make changes within the general scope of this Order in any one or more of the following: (I) drawings, designs or specifications where the goods to be furnished are to be specially manufactured for Videojet provided that the supply of the product incorporating such changes is within the competence of the Supplier; (II) method of shipment or packing or (III) place of delivery. If such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, Videojet shall make an equitable adjustment in the price or delivery schedule or both and the Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this clause must be asserted in writing within fifteen (15) days from the date of receipt by Supplier of notification of change. Where the cost of the obsolete or excess property as a result of a change is included in Supplier's claim for adjustment Videojet shall have the right to prescribe the manner of disposition of such property. Nothing contained in this clause shall with the exception noted excuses Supplier from proceeding with the Order as changed. Videojet also reserves the right to terminate this Purchase Order in whole, or part, at any time for its convenience. In such event, Supplier shall immediately cease all work and Supplier shall be entitled to an equitable adjustment termination fee i for work performed prior to such termination as its sole and exclusive remedy. Videojet's liability in such event shall be limited as set forth in Section 11, below.
4. **PRICE.** Supplier warrants that the prices for the goods or services provided under this Order are not less favorable than those extended to any other customer for the same or like articles or services in equal or less quantities. If price is not stated on this Order, Supplier agrees to advise Videojet before performance as to Supplier's then current price and Videojet shall then have the option to accept such price or to cancel this Order. Supplier warrants that prices include all charges for packing, crating, storage and transportation to f.o.b. point. The price stated herein includes all taxes, duties and tariffs, excepting only state and local sales and use taxes which Supplier is required by law to collect from Videojet, Such taxes, if any, shall be separately stated in Supplier's invoice and will be paid by Videojet unless an exemption is otherwise available.
5. **PERFORMANCE AND ACCEPTANCE. Time is of the essence in the performance of this Order.** Performance must be made within the time stated on this Order, failing which Videojet reserves the right to purchase elsewhere and charge Supplier with any loss incurred, unless delay in performance is due to unforeseeable causes beyond the control, and without fault or negligence, of Supplier. Notwithstanding any such delay, Videojet reserves the right without limitation to cancel this Purchase Order if delivery of goods or rendering of services hereunder is not completed by the time promised. Supplier will not reserve a security interest in goods shipped to Videojet. All goods delivered must comply with Videojet's "Quality Assurance Requirements," if attached hereto, and are subject to Videojet's inspection, test and approval within a reasonable time after delivery. If specifications are not met, such goods may be returned at Supplier's expense and at Supplier's risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the goods nor impair Videojet's right to inspect or limit any of its remedies. Acceptance of all or any part of the goods covered by this Order shall not be a waiver of Videojet's right either to cancel or return all or any portion of the goods because of failure to conform to this Order, or by reason of defects, latent or patent or other breach of warranty, or to make any claim for damages to which Videojet is legally entitled. Over shipment of goods ordered must not exceed 10% or \$50.00, whichever is smaller.
6. **WORK ON VIDEOJET'S OR THIRD PARTY'S PREMISES.** In the event performance requires Supplier or any of its employees, agents or subcontractors to enter upon the premises of Videojet or a third party, Supplier shall maintain adequate public liability, property damage, motor vehicle liability, employer's liability (workers' compensation) and such other insurance in amounts specified by Videojet or, in amounts sufficient to protect Supplier (and its employees, agents and subcontractors) and Videojet from any risk or liability in respect thereof. Supplier shall defend, indemnify and hold Videojet harmless from and against any loss, claim, damage or expense (including legal fees and costs relating thereto) arising out of, resulting from, or caused by any act or omission of Supplier, or its employees agents, or subcontractors.
7. **PRODUCT LIABILITY.** Supplier shall defend, indemnify and hold Videojet harmless from and against any loss, claim damage or expense (including legal fees and costs relating thereto) arising out of, resulting from, or caused by any goods furnished or services rendered by Supplier hereunder and Supplier shall maintain at all times hereafter adequate public liability, products liability and property damage insurance in amounts sufficient to protect Supplier and Videojet from any risk or liability in respect thereof.
8. **RISK OF LOSS.** Delivery shall not be deemed to be complete and risk of loss and title to the goods shall not pass to Videojet until the goods have been actually received and accepted by Videojet. For 3PL participating suppliers Risk of Loss and title passes to Videojet after it is delivered to Videojet from 3PL location.
9. **WARRANTY.** Supplier warrants that all goods (including the labeling thereof) and services furnished hereunder shall be (I) merchantable, (II) new and of best quality (III) free from defect in design, materials and workmanship, (IV) in strict conformity with applicable designs, specifications, drawings, formulae and descriptions. (V) as represented by Supplier's representatives or agents (VI) in full compliance with applicable laws, rules and regulations and (VII) if Supplier is, or reasonably should be aware of Videojet's intended use fit and sufficient for the purpose so intended. This warranty shall survive any inspection, test, acceptance, use or payment for such goods and services by Videojet. Acceptance of this Order shall constitute an agreement by Supplier to indemnify and hold Videojet, its agents, officers, employees, representatives and customers harmless from liability loss, damage and expense, including reasonable attorney's fees, incurred or sustained by Videojet by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by laws and as to consequential damages shall be limited as provided by Section 2-715 (2) of the Uniform Commercial Code. Without limitation of any other rights or remedies available to Videojet, Supplier agrees to repair, replace or reperform as the case may be, at no cost or expense to Videojet, any goods or services furnished hereunder where a defect in design, materials or workmanship shall appear or arise within one (1) year after receipt of the goods or performance by Supplier. The foregoing warranty is in addition to and not in limitation of all other warranties, whether express, implied or statutory, and any attempt by Supplier to negate, disclaim, exclude or otherwise limit any warranty provided hereunder or otherwise available to Videojet under applicable law shall be void, and Videojet's rights and remedies shall not be limited or restricted in any manner thereby.

10. **INTELLECTUAL PROPERTY INFRINGEMENT.** Supplier agrees to indemnify, defend, and hold Videojet (and its successors, assigns, customers, and users of its products) harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from any actual or claimed trademark, patent, copyright, trade secret or similar intellectual property infringement, or any litigation based thereon, with respect to any part of the goods covered by this Order, and such obligation shall survive acceptance of the goods and payment therefore by Videojet
11. **LIMITATION OF BUYER'S LIABILITY.** In no event shall Videojet be liable for anticipated profits, lost revenues or incidental or consequential damages hereunder. For blanket or open Purchase Orders, Videojet shall not be liable for more than three months' of raw materials, work-in-process, or finished goods, based on rolling forecasts.
12. **REGULATORY COMPLIANCE.** Supplier warrants that in the performance of this Order it and any other subcontractors who did any part of the work furnished any part of the materials used have complied with the requirements of all applicable Federal, State, and Municipal laws, rules and regulations including, without limitation, the Fair Labor Standards Act of 1938 as amended. Supplier warrants that all goods sold under this Order comply in all respects with any and all applicable Federal, State, and Municipal laws, rules and regulations including, without limitation, the Occupational Safety and Health Act of 1970. Ozone Depleting Substances Regulations, 40 CFR 82 Subpart E; Toxic Substances Control Act, 40 CFR chapter I, subchapter R; and Hazardous Materials Regulations, 49 CFR subchapter C. Supplier warrants that the goods sold hereunder do not contain and are not manufactured using "conflict minerals" as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and its implementing regulations. Supplier warrants that goods sold hereunder do not contain: PCB's, asbestos, ozone depleting substances, intentionally added heavy metals (lead, cadmium, mercury, or Chromium VI) or more than 100 ppm of combined heavy metals. Supplier further warrants that good sold hereunder were not manufactured with ozone depleting substances.
13. **EMPLOYMENT AND PROCUREMENT PROGRAMS.** Supplier is on notice that Videojet may use the goods or services specified on this order in the fulfillment of contracts with the U.S. Government. Therefore to the extent applicable to such contracts and to the extent Supplier is not exempt, the following provisions are incorporated in this Order, Executive Order 11246 (as amended) of the President of the United States; Utilization of Labor Surplus Area Concerns (if in excess of \$10,000): Labor Surplus Area Subcontracting Program if in excess of \$500,000 (FPR 1-1,805-3(b): Affirmative Action or Handicapped Workers (if \$2,500 or more) (41 CFR 60-741.4); Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (if \$10,000 or more) (41 CFR 60-250.4); Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (if in excess of \$10,000) (45 Fed. Reg. 31028); Small Business and Small Disadvantaged Business Subcontracting Plan (if in excess of \$500,000) (45 Fed. Reg. 31028); Utilization of Women Owned Business Concerns (if in excess of \$10,000) (45 Fed. Reg. 31033); Women Owned Business Concerns Subcontracting Program (if in excess of \$500,000) (45 Fed. Reg. 31033). Further, **unless exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** If applicable, Supplier shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
14. **DISCLOSURE OF SUPPLY RELATIONSHIP/CONFIDENTIAL INFORMATION.**
 - (I) Supplier is expressly forbidden, without first obtaining the written consent of Videojet, from in any manner advertising, publishing, or otherwise disclosing to any third party, the fact that Supplier has furnished or has contracted to furnish to Videojet the goods and/or services ordered hereunder. Supplier undertakes to inform those of its employees who are or will be made aware of this Purchase Order and the supply relationship it creates with Videojet, that this Purchase Order, the nature of the goods and services provided hereunder, as well all other terms and conditions of the Purchase Order are confidential, and Supplier shall take appropriate actions to ensure that such employees understand and adhere to all obligations of confidentiality herein.
 - (II) Supplier shall treat and consider all designs, drawings, specifications formulae and any and all other information furnished to Supplier by Videojet ("Confidential Information") as confidential and Supplier shall hold such information in strict confidence, shall not disclose or reveal any of the same to any other person, and shall not use any such materials or information for any purpose (other than performance of this Purchase Order) without Videojet's express prior written consent. Upon Videojet's request such data, designs, or other information and any copies thereof shall be returned to Videojet.
 - (III) Where Videojet's data, designs, or other information so identified to Supplier as Videojet's proprietary information are furnished to Supplier's suppliers for procurement of supplies by Supplier for use in the performance of Videojet's orders, Supplier shall insert the substance of this paragraph 14 in its orders. At Videojet's request, Supplier shall furnish a list of its suppliers used in the performance of Videojet's orders, and Videojet may, upon reasonable advance notice, request copies of Suppliers orders for purposes of verifying compliance with this subsection (III).
 - (IV) Supplier shall not, under any circumstances, without first obtaining the written consent of Videojet, sell or otherwise provide goods produced pursuant to this Purchase Order to any party other than Videojet.
 - (V) Supplier shall not acquire any intellectual property rights, by license or otherwise, in Videojet's Confidential Information, except the limited right of use required for the performance of this Purchase Order.
 - (VI) All obligations set forth in this Section 14 shall survive the cancellation, termination, or completion of this Purchase Order. Supplier acknowledges that breach of the obligations contained in this Paragraph 14 would cause Videojet immediate and irreparable harm for which payment of money would not compensate Videojet; therefore, Videojet shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive relief for any such breach without proof of actual damages or the posting of bond or other security.
15. **CONFIDENTIAL INFORMATION.** Supplier shall treat and consider all designs, drawings, specifications formulae and other information furnished to Supplier by Videojet as confidential and Supplier shall hold such information in strict confidence, shall not disclose or reveal any of the same to any other person, and shall not use any such materials or information for any purpose (other than performance of this Purchase Order) without Videojet's prior written consent. Upon Videojet's request such data, designs, or other information and any copies thereof shall be returned to Videojet. Where Videojet's data, designs, or other information identified as Videojet's proprietary information are furnished to Supplier's suppliers for procurement of supplies by Supplier for use in the performance of Videojet's orders, Supplier shall insert the substance of the provision in its orders. These obligations shall survive the cancellation, termination, or completion of this Purchase Order.
16. **ASSIGNMENT.** No right or interest in or obligation under this Purchase Order shall be assigned, subcontracted or delegated by Supplier without the prior written consent of Videojet, and an attempted assignment, subcontract or delegation hereof shall be void and ineffective unless made in compliance herewith.
17. **INVALIDITY; REMEDIES; WAIVER.** The invalidity in whole part of any term or condition of the Purchase Order shall not affect the validity of any other terms or conditions. The remedies reserved by Videojet herein shall be cumulative and additional to any other remedies at law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or any other provision