



ZEBRA

Zebra Technologies International, LLC

STANDARD TERMS AND CONDITIONS

Unless Zebra Technologies International, LLC (“ZEBRA”) otherwise agrees in writing, the following terms and conditions (“T&Cs”) shall be applicable to all quotations, agreements, purchase orders and sales of all Products (defined below) and services to you. Any terms and/or conditions different than, or in addition to, these T&Cs which may appear on any purchase order or other document heretofore or hereafter furnished to ZEBRA by you, or which may be implied by trade, custom, practice or course of dealing, shall have no force and effect.

1. PRICES AND TERMS. ZEBRA shall sell those products listed on its published price lists (“*Standard Products*”) subject to any additions, discounts and discount programs, deletions or changes which may from time to time be made, at the prices in effect on the date of acceptance of your purchase order. Custom designed, modified or special products not listed on a published ZEBRA price list (“*Custom Products*”) are priced as quoted. All sales of *Custom Products* are considered final and are subject to these T&Cs and additional terms and conditions that are provided with each quotation (“*Additional T&Cs for Custom Products*”). *Standard Products* and *Custom Products* are collectively referred to herein as “*Products*”. All prices quoted by Zebra are Ex Works ZEBRA’s shipping location and, subject to Section 2 below, are subject to change without notice from ZEBRA. All orders are subject to acceptance and approval by ZEBRA. Purchase orders or other forms prepared by you may be used to release *Products* purchased; provided, however, that any and all terms or conditions included in such forms which are different or in addition to these T&Cs shall have no force and effect.

2. QUOTATIONS. Unless otherwise stated in writing, all price quotations by ZEBRA expire after the time period specifically listed on the quote, or where no such time period is specified, thirty (30) calendar days after the date of issuance.

3. ORDERS AND DELIVERY SCHEDULE. Release of *Products* ordered shall be made by your written or electronically submitted purchase order specifying the product, model number and quantity. Any electronically submitted purchase order or other request for *Products* submitted to ZEBRA shall be binding if it shows that it originated at your business facility or by any of your employees or other authorized agents. ZEBRA will acknowledge your purchase order and advise you of ZEBRA’s projected delivery schedule. Unless ZEBRA receives a written objection from you within five (5) business days after the date of ZEBRA’s acknowledgment or prior to shipment, whichever is first, ZEBRA’s projected delivery schedule shall be conclusively deemed acceptable to you. Any order for *Products*, excluding *Custom Products*, that has been placed on hold 45 days past ZEBRA’s projected delivery date will be cancelled upon written notice to you by ZEBRA. Although ZEBRA will attempt to ship the exact quantity ordered, all custom media/ribbon orders are subject to a 10% over or under run. Overruns will be in full-length rolls. Custom card supplies are subject to a 10% over or under run. You will be invoiced only for the actual quantity shipped by ZEBRA to you. ZEBRA may allocate on an equitable basis quantities of the *Products* to be supplied to you if, in the opinion of ZEBRA, its supplies will not be sufficient to meet the requirements of all its customers. ZEBRA shall have no liability to you if ZEBRA, for any reason, does not accept and fill any order submitted by you to ZEBRA.

4. BLANKET ORDERS. *Standard Products:* You must contact your sales specialist if you desire to purchase *Products* using a blanket purchase order. Your blanket purchase order must specify (i) the total quantity that you desire to purchase over a period not to exceed six (6) months after the date of the purchase order, (ii) the number of releases and (iii) the date of each release. The quantity ordered represents a firm commitment. The maximum number of releases is six (6). The minimum quantity for each release must be at least one (1) case per shipment per location. Prices may be adjusted at ZEBRA’s option to reflect changes in base material costs or as market conditions dictate. ZEBRA will notify you no later than thirty (30) days before a general increase in price level will take effect. *Custom Products:* Blanket purchase orders will be accepted and priced for shipments occurring within six (6) months after the date of your purchase order and must comply with the requirements set forth in the *Additional T&Cs for Custom Products*.

5. MINIMUM ORDER. The minimum order amount is USD \$50.00 per shipment per destination. Supplies orders for less than case quantity may incur a broken box fee.

6. CHANGE ORDERS. Any modification to any existing order that changes a *Product*’s configuration, quantity, shipment location or shipment date will be considered a Change Order. Change Orders are accepted up to ten (10) business days before the scheduled shipment date unless otherwise specified. You will be responsible for costs incurred by ZEBRA when a Change Order is requested. Change Orders involving part number or quantity changes will be assigned new shipment dates consistent with ZEBRA’s current projected delivery schedule and *Product* availability. Requests for expedited shipment dates may incur additional charges for which you shall be solely responsible.



ZEBRA

Zebra Technologies International, LLC

7. CUSTOM PRODUCTS. You hereby grant ZEBRA and its affiliates an irrevocable, worldwide, royalty-free, non-exclusive license to (i) manufacture Custom Products with your custom specifications set forth in any applicable statements of work, (ii) use data, specifications, instructions, intellectual property, and other proprietary information provided to ZEBRA by you, and your other intellectual property that is necessary to manufacture and ship Custom Products with your custom specifications and (iii) have third party contractors perform the foregoing on ZEBRA's behalf. ZEBRA may share these T&Cs with any third party to demonstrate its rights to so manufacture and ship Custom Products with your custom specifications and using your intellectual property. Except as expressly provided herein, no rights or licenses are granted by you to ZEBRA to use any of your trademarks, trade names or service marks. Any and all customization and design work related to Custom Products, and all ZEBRA-produced, Product-related methods, processes, know-how, specifications, documentation and materials, and all improvements, modifications and derivatives of the foregoing, whether in existence on the date hereof or developed thereafter, shall be and remain the exclusive property of ZEBRA, and nothing herein or otherwise shall limit ZEBRA's right and ability to use or exploit such property. You shall promptly sign and have each such employee promptly sign all necessary papers, as determined and requested by ZEBRA, to establish ZEBRA's ownership in such property and to have each such employee who qualifies as an inventor, as determined by ZEBRA, to promptly sign all papers requested by ZEBRA for purposes of filing patent applications on the development, and any further design thereof, in Patent Offices in all countries throughout the world.

8. CANCELLATION CHARGES. *Standard Products:* If you cancel an order previously placed with ZEBRA within ten (10) business days prior to the scheduled shipment, you will be charged for any and all costs incurred at the time of cancellation unless otherwise specified by ZEBRA. *Custom Products:* If, at any time, you cancel an order previously placed with ZEBRA, you will be charged for any and all costs incurred at the time of cancellation, which may include, without limitation, special materials, dies, plates, artwork, labor, tooling and overhead expenses.

9. POINT OF DELIVERY; TITLE; RISK OF LOSS; CUSTOMS. All shipments are Ex Works ZEBRA's shipping location. Title to the Products (to the extent sale of the Products includes title) and risk of loss and all liability will pass to you upon making the Products available to your named carrier. ZEBRA assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier. You shall carry out all customs formalities and bear all of the costs and risks resulting therefrom.

10. ADDITIONAL TERMS FOR RESELLERS. This section applies to resellers of Products ("*Resellers*") only. (i) *Insurance:* You will maintain comprehensive general liability, including products liability, insurance in an amount appropriate for your business, but in no event less than USD \$1,000,000 (or USD \$6,000,000 in the event that you modify the Products in any way) with an insurance company having an Insurance Company Financial Rating of not less than "A" and policyholder's surplus size "VII" or better as listed in the then-current *Best's Insurance Report* published by A.M. Best Company, Inc. You will provide to ZEBRA a certificate of such insurance (including any new or amended certificates of insurance) which names ZEBRA as an additional insured. (ii) *Trademarks:* ZEBRA authorizes and grants to you the non-exclusive, revocable right to use the brand names, trademarks and other indicia of manufacturing origin and quality of the Products (collectively, the "*Trademarks*") to advertise and promote the sale of the Products so long as you are entitled to sell the Products and are not in breach of any of your obligations under these T&Cs or any other agreement with ZEBRA. Your use of the Trademarks shall at all times comply with ZEBRA's then current Trademark Usage Guidelines, which are available to you upon request. You acknowledge and agree that you have no right, title or interest in or to any of the Trademarks, other than as a purchaser and reseller of the Products and that all use of the Trademarks inures to the benefit of ZEBRA. You shall make no contrary representations and will not in any way contest ZEBRA's rights to the Trademarks. Notwithstanding the foregoing, you shall have no right to use or incorporate any of the Trademarks or confusingly similar names or marks in any domain names or trademarks, and shall convey to ZEBRA any domain names or trademarks which you own or control and which incorporate any of the Trademarks. (iii) *Personal Data.* In relation to personal data that you provide or make available to ZEBRA about your employees or other natural persons (such as the person ZEBRA deals with at your organization) ("*Personal Data*"), ZEBRA may collect and process that Personal Data, and disclose it to officers and employees in order to perform its obligations in connection with these T&Cs, to conduct marketing activities in accordance with applicable laws, and to carry out related transactional and data processing activities. ZEBRA may engage third parties to provide storage and other processing services for ZEBRA, and such third parties will be required to treat Personal Data solely in accordance with ZEBRA's instructions. In connection with these activities, ZEBRA may transfer Personal Data to the United States and other jurisdictions which may not have data protection legislation that provides "adequate" or "equivalent" protection within the meaning of laws in your jurisdiction. You represent, warrant and undertake to ZEBRA that you have provided all privacy notices and obtained all requisite consents from relevant individuals necessary to permit the activities referred to above.



ZEBRA

Zebra Technologies International, LLC

11. SOFTWARE. To the extent a Product is software proprietary to ZEBRA (“*ZEBRA Software*”) or has hardware in which proprietary software is embedded (“*ZEBRA Firmware*”), you acknowledge and agree that ZEBRA Software and ZEBRA Firmware, together with all materials, knowledge, source code and documentation related thereto (collectively, “*Documentation*”), constitute valuable trade secrets and the confidential information of ZEBRA. You shall not disclose to a third party, or permit a third party to have access to, ZEBRA Software, ZEBRA Firmware or the Documentation, or to any portion thereof, except to the extent such access is permitted under a valid, enforceable and written license agreement between you and such third party in form and substance previously approved by ZEBRA (a “*License Agreement*”). You shall not, nor will you permit a third party to, reverse engineer, translate, decompile or disassemble or use ZEBRA Software or ZEBRA Firmware except as may be permitted under a License Agreement. You agree that you will deliver the ZEBRA Software, ZEBRA Firmware or the Documentation to end users only pursuant to a software sublicense agreement provided or approved by ZEBRA and that you will use your best efforts to ensure that end users comply with all provisions contained in such software sublicense agreements. You are not authorized to keep any copies of any ZEBRA Software, ZEBRA Firmware or the Documentation after it is shipped to the end user with a Product.

12. FORCE MAJEURE. While ZEBRA’s goal is to meet all of its performance obligations to you, it may find that such performance is prevented, restricted or interfered with by reason of acts of God, war, revolution, civil commotion, riot, fire, flood, disaster, acts of public enemies, blockade or embargo, strikes or other labor disturbances, delays in transportation, material shortages, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this section, which is beyond its reasonable control. ZEBRA shall not be liable for any such failure, or delay in manufacture or delivery of Products or services or nonperformance of other obligations under these T&Cs as a result of any such matter or occurrence wholly or partially beyond its control.

13. PAYMENT. Each invoice shall become payable according to the terms stated on the sales order acknowledgment and is due by the date stated on the invoice. ZEBRA may, in its sole discretion, ship C.O.D. or require full or partial payment in advance. In addition, if payment is not made within said due date, you agree to pay a late payment charge equal to 1-1/2% per month of the delinquent amount. In addition to any rights or remedies ZEBRA may have, ZEBRA may, at its option, stop all shipments to you in the event you fail to make any payment in accordance with these T&Cs. Any such stopped shipments shall be considered to have been canceled by you. Claims or debits against ZEBRA for a particular invoice must be brought forth within six (6) months of invoice date, otherwise they are void and the invoice is due in full; provided, however that any claims or debits relating to transportation charges or Product shortages must be made within fourteen (14) days after your receipt of the Products.

14. TAXES; DUTIES. All prices are subject to the addition of any applicable federal, state or local sales, use, goods and/or services taxes, and export and import duties and applicable tariffs, which shall be paid by you; and you agree to pay any such taxes, duties and tariffs which have not been collected by ZEBRA and which ZEBRA subsequently is required to pay to the taxing authority.

15. SECURITY INTEREST; COSTS OF COLLECTION. You grant to ZEBRA a security interest in all Products now existing and hereafter acquired, including all proceeds thereof as defined by the Uniform Commercial Code as adopted in the State of Illinois, United States of America, and in all accounts receivable arising from the resale of the Products by you. This grant of security interest is made to secure payment of all debts and liabilities and performance of all obligations of you to ZEBRA, whether such debts, liabilities and obligations are now existing or hereafter arise and whether direct or contingent. You agree to execute all instruments and perform all acts which may be deemed necessary by ZEBRA for the creation, perfection and protection of such lien and security interest. In the event you fail to make payment when due for purchases, you agree to promptly pay all of ZEBRA’s costs of collection, including reasonable attorneys’ fees, costs and expenses.

16. WARRANTY; EXCLUSIONS AND CONDITIONS. ZEBRA MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN THE APPLICABLE WARRANTY STATEMENT PUBLISHED IN PRODUCT GUIDES, THE ZEBRA WEBSITE OR RELATED LITERATURE IN EFFECT ON THE DATE OF INVOICE. To the extent ZEBRA sells a Product for which there is no Warranty Statement or resells a product that is manufactured or marketed by a third party and not separately warranted by Zebra, such Product or product shall be sold on an “as is” basis without any warranty of any kind. To the extent permissible under applicable law, ZEBRA does not make and disclaims any IMPLIED WARRANTY OR CONDITION OF SATISFACTORY QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE in connection with its sale of Products or services, or



ZEBRA

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its resale of products manufactured or marketed by third parties. While ZEBRA's desire is to be responsive to your specific needs and questions, ZEBRA does not assume responsibility for any specific application to which any Products are applied, including, but not limited to, compatibility with other equipment. All statements, technical information or recommendations relating to Products are based upon tests believed to be reliable, but do not constitute a guaranty or warranty. The warranty does not cover uninterrupted or error-free operations of product in accordance with industry standards. Except to the extent that other remedies are specified in an applicable Warranty Statement, if the Product does not operate as warranted, your sole remedy shall be, at ZEBRA's option, repair or replacement. ZEBRA RESERVES THE RIGHT TO DISCONTINUE OR OTHERWISE VOID ANY WARRANTY, SERVICE OR TECHNICAL SUPPORT IT OFFERS IN WHOLE OR IN PART IF YOU BREACH ANY OF YOUR OBLIGATIONS UNDER THESE T&CS OR IF YOU FAIL TO PAY AMOUNTS DUE FOR PRODUCTS. IF YOU ARE A RESELLER, YOU SHALL BE RESPONSIBLE FOR ALL REPRESENTATIONS OR OMISSIONS YOU MAKE TO YOUR CUSTOMERS INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR OMISSION MADE ABOUT PRODUCT WARRANTIES, FEATURES, PERFORMANCE, SUPPORT AND SERVICE. FURTHER, THE PRODUCTS ARE NOT DESIGNED FOR ANY "CRITICAL APPLICATIONS" AND THEREFORE ZEBRA PROVIDES NO WARRANTY THAT THE PRODUCTS ARE FIT FOR CRITICAL APPLICATIONS. "CRITICAL APPLICATIONS" MEANS THE LIFE SUPPORT SYSTEMS OR THE LIFE SUPPORT MARKET, MEDICAL APPLICATIONS, CRITICAL CARE APPLICATIONS, CONNECTIONS TO IMPLANTED MEDICAL DEVICES, COMMERCIAL TRANSPORTATION OR AVIATION, NUCLEAR FACILITIES OR SYSTEMS OR ANY OTHER APPLICATIONS WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS, LOSS OF LIFE OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE. ZEBRA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF PRODUCTS IN ANY CRITICAL APPLICATIONS. IF YOU USE A PRODUCT IN A CRITICAL APPLICATION, YOU, AND NOT ZEBRA, ASSUME FULL RESPONSIBILITY FOR SUCH USE.

17. PRODUCT RETURNS. Subject to the following and at the sole discretion of ZEBRA, *Standard Products* in salable condition may be accepted for return credit within thirty (30) days after the date of original shipment by ZEBRA. Any *Standard Product* return requires prior approval and you may be charged a restocking fee equal to 15% of the invoiced amount of the item returned. An approved return will be issued an RMA Number that must be displayed prominently on the outside of the shipping container. Items without a proper RMA number will be returned to you, freight collect. All sales of *Custom Products* are considered final and returns will not be accepted by ZEBRA.

18. INDEMNITY. Except to the extent caused by ZEBRA, you shall defend, indemnify and hold harmless ZEBRA, its successors, assigns, affiliates, agents and contractors, and the officers, directors and employees of each of them, from and against any damage, loss, claim, judgment or other liability or expense (including but not limited to reasonable attorneys' fees, costs and expenses) relating to any third party claim which may in any way arise out of (i) any act or omission in connection with the purchase, resale or use of Products by you or your successors, assigns, affiliates, agents and contractors, or the officers, directors or employees of any of them or (ii) the intellectual property that you have provided to ZEBRA infringes any patent, copyright, trademark or other intellectual property right of that third party. ZEBRA reserves the right, without being required to do so, and without waiver of any indemnity hereunder, to defend any claim, action or lawsuit coming within the scope of this indemnity provision.

19. PATENT INDEMNITY. To the extent any claim is asserted against you as the buyer of a Product by any third party claiming that the Product infringes any patent, copyright or other intellectual property right of that third party, ZEBRA agrees that it will indemnify you against any final judgment entered in respect of such claim by a court of competent jurisdiction and against any settlements arising out of such claim. ZEBRA will have no obligation or liability in connection with any such claimed infringement unless (i) the Product was manufactured by or on behalf of ZEBRA in accordance with ZEBRA's designs and is used by you in the same form, state, condition, manner and purpose for which it was sold to you by ZEBRA and (ii) you promptly notify ZEBRA of the institution of any such actual or threatened claim and give ZEBRA full authority and discretion and your full cooperation and assistance in the defense and settlement of the claim and any subsequent appeal, to the extent ZEBRA chooses to do so. In addition, ZEBRA will have no obligation or liability in connection with any such claimed infringement if such claimed infringement arises in whole or in part from your custom designs, specifications or instructions, your modification of the Product, your use of same with other material or apparatus not authorized by ZEBRA or from any other act or omission on your part. As to any asserted claim, ZEBRA shall have the right, in its sole discretion, to do any of the following: (a) obtain the right for you to use such infringing Product, (b) replace the infringing Product with a non-infringing Product, (c) modify the infringing Product so that it no longer is infringing or (d) require you to return the infringing Product and reimburse you for the price which you paid plus your costs of transportation. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF ZEBRA, AND YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON



ZEBRA

Zebra Technologies International, LLC

INFRINGEMENT OR MISAPPROPRIATION OF A PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT.

20. LIMITATION OF LIABILITY. To the extent possible under applicable law,

- (a) IN NO EVENT SHALL ZEBRA BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM MADE AGAINST IT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) FURTHER, IN NO EVENT SHALL ZEBRA BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOST PROFITS, DIMINUTION OF GOOD WILL, LOSS OR DAMAGE TO REPUTATION, ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITIES OR CUSTOMERS WHATSOEVER OR HOWSOEVER ARISING, REGARDLESS WHETHER SUCH DAMAGES ARISE DIRECTLY OR INDIRECTLY.
- (c) For any liability related to the purchase of Products, including but not limited to warranty and indemnity claims, ZEBRA is not liable or responsible for any amount of damages above the invoiced price for the Products.

21. MODEL CHANGES. ZEBRA reserves the right to discontinue Products from time to time. The acceptance of your purchase order in no way obligates ZEBRA to continue to furnish any particular model after completion of the accepted purchase orders. Repairs and spare parts for discontinued models will be provided by ZEBRA for three (3) years after discontinuation or any such longer period as may be specified in any Product discontinuation notice. ZEBRA may, in the alternative, offer upgrade packages for a discontinued Product if spare parts are not available during any such period. ZEBRA may grant any required permission to enable you to acquire such repairs or spare parts that are not provided by ZEBRA from a third party.

22. ASSIGNMENT. ZEBRA may assign these T&Cs to a parent, subsidiary or affiliated entity, or to another entity in connection with the sale or other transfer of all or substantially all of its business assets or one or more of the Product-lines. Subject to these restrictions, the provisions of these T&Cs shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

23. JURISDICTION AND APPLICABLE LAW. You and ZEBRA mutually agree that any claims or other matters arising out of or involving any purchase orders for and sales of Products and services shall be litigated in the federal or state courts located in Lake County, Illinois, United States of America, and you and ZEBRA each submit to the jurisdiction of such courts; provided, however, that the foregoing shall not preclude either party from taking any provisional measures or pursuing any provisional or other remedies, such as injunctions, attachment or similar proceedings, which may be available to such party under the laws of any jurisdiction against the actions or assets of the other party. These T&Cs and the quotations, agreements and purchase orders to which such T&Cs are attached or made a part of shall be governed by the laws of the State of Illinois, United States of America, without regards to conflicts of law principles. This purchase shall not for any purpose be governed by the United Nations Convention on Contracts for the International Sale of Goods.

24. EXPORT CONTROL LAWS. You represent and warrant your understanding that any Products, software or technology, including technical data (collectively, the "*Supplied Items*"), you receive from ZEBRA are subject to the jurisdiction of the export controls and trade sanctions of the United States and that such export controls and trade sanctions are extraterritorial. You represent and warrant your understanding that the use, export, re-export, re-sale, release or other transfer of any Supplied Item or of any foreign-made Product, software or technology that contains or is the product of any Supplied Item, may be subject to the jurisdiction of U.S. export controls and trade sanctions, with which you covenant and agree to comply. The Supplied Items may require a license for export from the United States depending on the destination, and you covenant to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any related customs formalities in the event you will export any of the Supplied Items from the United States. ZEBRA may terminate these T&Cs, or any sale hereunder, immediately for cause if it knows or, in its unilateral discretion, has reason to believe that you have or may have breached these covenants. With respect to export sales of the Supplied Items, ZEBRA shall not be liable for its failure, using commercially reasonable efforts, to obtain any necessary export license relating to the Supplied Items.

Effective: August 30, 2010