

Terms and Conditions of Sale

Unless *ZEBRA TECHNOLOGIES CORPORATION*, or any of its affiliates ("Seller"), otherwise agrees in writing, the following terms and conditions ("T&Cs") shall be applicable to all sales of all Products and services to Buyer. Any terms and/or conditions different than, or in addition to, these T&Cs which may appear on any purchase order or other document furnished by Buyer, or which may be implied by trade, custom, practice or course of dealing, are objected to and shall have no force and effect.

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

2. TERMS OF PAYMENT. Payment terms for the purchase of Products are net thirty (30) days from date of shipment, subject to the approval by Seller of the amount and terms of credit. Each shipment shall be invoiced and paid for when due without regard to other scheduled deliveries. Seller reserves the right at any time to revoke any credit extended to Buyer if payment is in arrears for more than thirty (30) days after notice to Buyer or Buyer's credit does not warrant further extension of credit.

3. TAXES; DUTIES. The prices do not include any applicable taxes, including VAT taxes, export and import customs duties and tariffs, and sales, use, goods and/or services taxes. The Buyer is responsible for payment of applicable taxes, duties and tariffs.

4. DELIVERY TERMS AND TRANSFER OF TITLE. The delivery terms for all shipments are FCA Seller's applicable manufacturing location or, at Seller's option, Seller's applicable distribution center (Incoterms 2010). Title (including risk of loss) shall pass from Seller to Buyer upon delivery to Buyer's common carrier or Buyer's representative at Seller's applicable manufacturing location or, at Seller's option, Seller's applicable distribution center. Title to all software incorporated in the Products does not pass to Buyer. Buyer is responsible for obtaining insurance for the Products after transfer of title; all claims with respect to the Product must be made by Buyer directly with its insurance carrier. Absent specific instructions, Seller will select for Buyer the common carrier for shipment, but in doing so, will not assume any liability for the shipment, nor shall the common carrier in any way be construed to be Seller's agent. Seller shall not be liable for any damages or penalties for any delays caused by any such common carrier or any failure of such common carrier to give notice of such delays.

5. SOFTWARE AND FIRMWARE. To the extent a Product is or includes software proprietary to Seller ("**Seller Software**") or is hardware in which proprietary software is embedded ("**Seller Firmware**"), Buyer acknowledges and agrees that Seller Software and Seller Firmware (collectively, "**Licensed Program**"), constitute valuable trade secrets and Confidential Information of Seller. Title to the Licensed Program is retained by Seller. Buyer shall not disclose to a third party, or permit a third party to have access to the Licensed Program, or to any portion thereof, except to the extent such access is permitted under a valid, enforceable and written license agreement between Buyer and such third party in form and substance previously approved by Seller (a "**License Agreement**"). Seller grants to Buyer a non-transferable and non-exclusive license to use the Licensed Program in machine-readable form only, and, in the case of software supplied with hardware, only on systems supplied by

Seller to Buyer under these T&Cs. Such license may not be assigned, sublicensed or otherwise transferred by Buyer without prior written consent of Seller. No right to copy the Licensed Program in whole or in part is granted except as permitted under the copyright law. Buyer shall not modify, merge, or incorporate any form or portion of a Licensed Program with other program material, create a derivative work from a Licensed Program, or use a Licensed Program in a network. Buyer agrees to maintain Seller's copyright notice on the Licensed Programs delivered hereunder, and to include the same on any authorized copies it makes, in whole or in part. Buyer shall not, nor will it permit a third party to, reverse engineer, translate, decompile or disassemble the Licensed Program. Buyer agrees that it will deliver the Seller Software to end users only pursuant to a software sublicense agreement provided or approved by Seller and that it will use its best efforts to ensure that end users abide by all provisions contained in such software sublicense agreements. Buyer is not authorized to keep any copy of any Seller Software after it is shipped to the end user with a Product. Notwithstanding the foregoing, Licensed Programs will be licensed in accordance with the applicable software license agreement embedded or provided with the Licensed Program and in the event of a conflict between the terms of this section 5 and the software license agreement, the terms of the software license agreement shall prevail.

6. LIMITED WARRANTY.

a. Definitions.

i "End-User Customer" means the original user of the Product.

ii "Hardware" means the physical, tangible Product purchased from Seller including machine readable instructions provided for the sole purpose of booting the Hardware during startup.

iii "Product" means Seller branded Hardware, Software or replacement parts.

iv "Software" means, collectively, any Seller provided machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting the Hardware during startup.

b. Hardware Warranty. Unless otherwise stated by Seller in the Product warranty exceptions list, <https://www.zebra.com/content/dam/zebra/warranty/product-warranty-exceptions-list.pdf>, or in a sales agreement between Seller and End-User Customer, Hardware is warranted for a period of twelve (12) months from date of shipment from Seller or, with proof of purchase, from the purchase date whichever is later, against defects in workmanship and materials, provided the Hardware remains unmodified and is operated under normal and proper conditions and in accordance with Seller published specifications. The sole obligation of Seller for defective Hardware is limited to repair or replacement (at Seller's sole discretion) on a "return to service depot" basis with Seller's prior authorization. End-User Customer is responsible for shipment to Seller and assumes all costs and risks associated with this transportation. Seller shall be responsible for return shipment to End-User Customer, unless Seller, in Seller's sole and absolute discretion, determines that the corresponding Hardware has no defect or is not under warranty, in which case End-User Customer shall be responsible also for return shipment. No charge will be made to End-User Customer for warranty repairs. Seller shall not be responsible for any damage to or loss of any Software programs, data or removable data storage media, or the restoration or reinstallation of any Software programs or data. No technical support shall be

provided during the Hardware warranty term other than to identify if a warranty repair is needed.

Warranty repair shall be performed in a good and workmanlike manner. The repair shall conform in all material respects to the applicable Seller published specification for a period of thirty (30) days following completion of the repair or until the end of the original warranty period, whichever is longer. End-User Customer's sole and exclusive remedy in regard to warranty repair shall be to request Seller to re-perform the non-conforming warranty repair.

c. **Software "as is."** Software is licensed "as is" with no warranty. Notwithstanding the above, unless otherwise stated by Seller in the Product warranty exceptions list, <https://www.zebra.com/content/dam/zebra/warranty/product-warranty-exceptions-list.pdf> or in a sales agreement between Seller and End-User Customer, for restricted software and for licensed demoware, as identified at zebra.com, End-User Customer may, for a period of ninety (90) days from when the instance of Software or Hardware are first shipped by Seller or, with proof of purchase or license, from the purchase date whichever is later, obtain, if available, releases, from <https://www.zebra.com/us/en/support-downloads.html>, and technical support.

Technical support definitions and related matters can be found at <https://www.zebra.com/us/en/services/run/technical-support.html>.

d. **General.** The above warranty provisions are not transferrable by an End-User Customer and shall not apply to any Product (i) that has been repaired, tampered with, altered or modified, except by Seller or its authorized repairer providers; (ii) to the extent that in Seller's sole determination the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Seller including but not limited to Printheads, media, supplies, batteries and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Seller; or (iii) that has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable specification.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND CONDITIONS ON HARDWARE, SOFTWARE OR WARRANTY REPAIR FURNISHED, INCLUDING ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THAT SOFTWARE, SOLUTION, OR WARRANTY REPAIR WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE OR THE PROVISION OF WARRANTY REPAIR WILL BE UNINTERRUPTED, PRIVATE, TIMELY, SECURE, ACCURATE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN SOFTWARE WILL BE CORRECTED, OR THAT HARDWARE OR SOFTWARE WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. THE REMEDY SET FORTH IN THIS HARDWARE WARRANTY SECTION ABOVE IS END-USER CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO END-USER CUSTOMER AT LAW OR IN EQUITY. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to the particular End-User Customer.

SELLER SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY END-USER CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS (DIRECT OR INDIRECT), ANY DESTRUCTION OR LOSS OF DATA (DIRECT OR INDIRECT), DIMINUTION OF GOOD WILL, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH SELLER PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular End-User Customer.

FOR TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF PRODUCTS TO SUCH END-USER CUSTOMERS.

7. INFRINGEMENT INDEMNIFICATION.

a. Seller shall indemnify Buyer by (i) defending any claim and any lawsuit brought against Buyer alleging that any Seller-branded product ("Seller Product"), as originally delivered by Seller to Buyer under these T&Cs, directly infringes a US patent in existence as of the date of delivery of such Seller Product to Buyer ("Infringement Claim"), so long as Seller is promptly notified in writing by Buyer as to any such claim, is given sole authority and control of the defense, and is provided by Buyer all requested information and assistance for resolving or defending the Infringement Claim, and by (ii) paying all damages finally awarded against Buyer by a court of competent jurisdiction to the extent based upon the Infringement Claim. For non-Seller-branded products, including any third party software, Seller's obligations for IP infringement claims shall be limited to any indemnities or defense commitments provided by such third party supplier. If a Seller Product is subject to an Infringement Claim or, if in Seller's judgment may become subject to an Infringement Claim, Seller's obligations under this section shall be fulfilled if at any time Seller, in its sole discretion: (x) obtains a license for Buyer to continue to use or to sell the Seller Product; (y) replaces or modifies the Seller Product so as to be substantially functionally equivalent but non-infringing; or (z) refunds the purchase price paid to Seller by Buyer for such Product less a reasonable charge for straight line depreciation and/or prior use. Seller shall have no liability to Buyer for any alleged or actual infringement in connection with Buyer's ordering, use or transfer of Seller Products after Seller's notice to Buyer to cease use or transfer of such Products.

b. Seller shall have no liability to Buyer under these T&Cs (i) for any damages based upon a per-use royalty or the Buyer's revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by Buyer to Seller for the infringing Seller Product; or (ii) for any alleged or actual infringement arising out of (a) use of Seller Products in connection or in combination with equipment or software not provided by Seller, (b) use of Seller Products in a manner for which they were not designed, (c) any modification of Seller Products by anyone other than Seller, (d) compliance with Buyer's designs, specifications, guidelines or instructions, or (e) use of the Product in a patented process. Seller shall not be responsible for any compromise or settlement made by Buyer without Seller's prior written consent.

c. THIS SECTION PROVIDES BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE FURTHER SUBJECT TO AND LIMITED

BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THESE T&CS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF BUYER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION. In no event shall Seller's liability under this Section exceed the total net sales to Buyer of the applicable Product.

8. LIMITATION OF LIABILITY. To the extent allowable under applicable law:

IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER OR OTHERS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER'S TOTAL LIABILITY ARISING FROM OR RELATED TO THESE T&CS SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY THE BUYER DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PURCHASE OF THE PRODUCT OR THE SERVICE AFFECTED, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

9. OTHER PRODUCTS AND SERVICES. Buyer acknowledges and accepts responsibility for the selection of the Products and services to achieve the Buyer's intended results, and their installation, system integration and use. Buyer also has the responsibility for selection and use of other equipment, software, and services acquired from third parties outside of these T&Cs and used with the Products. Seller has no responsibility for planning, development, implementation, installation, system integration, or support unless provided under a separate written consulting or service agreement. Following the warranty period, upon request, Seller may provide, under a written service agreement at Seller's charges and terms then generally in effect, service and support for the Products, provided the applicable services and parts are then generally available.

10. DELAYED ORDERS. Any request for delay in delivery of Product or in commencement of service must be in writing and shall be effective only upon receipt by Seller. Buyer may not request Seller delay delivery of Product or service less than thirty (30) days prior to the scheduled shipment date of a Product, or less than fifteen (15) days prior to the commencement of the service. Buyer may not postpone a scheduled shipment of Product or commencement of service to a date more than three (3) months from the originally scheduled shipment or commencement date, and any attempt to do so shall be deemed a cancellation of the order pertaining to such shipment of Product or service and Seller shall be entitled to pursue all legal remedies including without limitation lost profits. Buyer hereby acknowledges and agrees that the measure of Seller's damages for non-acceptance or repudiation as set forth in section 2-708(1) of the Uniform Commercial Code (however numbered in the applicable state statute) is inadequate to put Seller in as good a position as performance would have done and that, therefore, Seller's remedy for an order deemed to have been canceled under this section shall include the profit Seller would have made had it actually delivered the Product to or performed the service for Buyer. Purchase Orders accepted

by Seller may not be cancelled within thirty (30) days of the scheduled delivery date. Purchase Orders for Custom Product may not be cancelled.

11. SECURITY INTEREST. Buyer grants to Seller 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 Buyer. This grant of security interest is made to secure payment of all debts and liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities and obligations are now existing or hereafter arise and whether direct or contingent. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In the event Buyer fails to make payment when due for purchases, Buyer agrees to promptly pay all of Seller's costs of collection, including reasonable attorneys' fees, costs and expenses.

12. FORCE MAJEURE.

a. Neither party shall be liable for any delay or default in its performance of any obligation under the T&Cs caused by events beyond its reasonable control, including but not limited to acts or omissions of any governmental authority, import or export regulations, embargoes or civil disturbance, war, delays or failures of subcontractors or suppliers or transportation or energy failures (a "Force Majeure Event").

b. If a Force Majeure Event could in the opinion of the affected party prevent, materially delay or adversely affect the performance of its obligations under the T&Cs then that party shall be entitled by reasonable notice to the other party to suspend performance of its obligations when the Force Majeure Event has been concluded.

c. Notwithstanding the above subsection (a), a party shall be entitled to receive payment for Products delivered and for services on which it has commenced work.

13. EXPORT CONTROL. The Products, services and technology including technical data (collectively, the "Supplied Items") that Seller may deliver or disclose to the Buyer are subject to United States export control laws and may be subject to export or import restriction in other countries. The Buyer shall at all times comply with the United States Export Administration Act of 1979, as may be amended from time to time (the "Export Act"), and the rules and regulations of such act. The Buyer shall obtain all required licenses and approvals necessary to comply with the Export Act and any other applicable law including any applicable laws pertaining to the export of the Supplied Items from the Buyer's country. Seller may refuse to deliver the Supplied Items to the Buyer where the Buyer is located in a country which the US Department of Commerce and/or the US Department of Treasury has placed an embargo ("Embargoed Countries").

14. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) REGULATIONS. If Buyer is located in, or uses any Product within, any Member State of the European Union, and such Product was purchased after 13 August 2005, Buyer agrees to return any Product to Seller, at Seller's expense, at the end of such Product's useful life. Buyer warrants that such return of Product will be the exclusive method by which Buyer will dispose of any Product.

15. PUBLICITY. Neither party shall make any press release or similar public statement, about the other party, without the other party's prior written consent.

16. ASSIGNMENT. These T&Cs shall inure to the benefit of and shall be binding upon the parties hereto. Except as stated in this section, neither party shall have the right to pledge or otherwise dispose of its rights or delegate its duties under these T&Cs without prior written consent of the other party, except Seller may assign its right to receive payment under these T&Cs without the prior written consent of the Buyer. In addition, Seller may assign its rights and obligations under these T&Cs, in whole or in part, 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 its product lines.

17. DISPUTE RESOLUTION/GOVERNING LAW.

a. These T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of the State of Illinois, excluding its conflicts of law principles. Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located Cook or Lake County in the State of Illinois, USA, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum. Buyer further agrees that it will not initiate any action against Seller in any other

jurisdiction. Buyer agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Buyer is resident or in which any property or an office of Buyer is located) by suit on the judgment or in any other manner provided by law.

b. Seller and Buyer will attempt to settle any claim or controversy arising out of these T&Cs through consultation and negotiation in good faith and in the spirit of mutual cooperation; provided, however that this does not preclude either party from initiating a legal proceeding. Agreement, by the parties, to any alternative dispute resolution procedure will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of either party. Buyer's performance under these T&Cs will not be suspended during the pendency of any dispute.

c. The provisions of this section (Dispute Resolution/Governing Law) shall survive the termination or expiration of these T&Cs. In the event that any provision of these T&Cs shall be held unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of these T&Cs shall remain in effect.