



STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Label Printers, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products from Heartland.

- 1) ACCEPTANCE. Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of products from Heartland
2) PAYMENT AND TERMS. All invoices provided by Seller to Buyer shall be paid within 30 days from invoice date.
3) SHIPPING. With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier.
4) FORCE MAJEURE. Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes.
5) WARRANTY. Any hardware or software, sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents.
6) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Seller's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective goods sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise.
7) ACCEPTANCE OF PRODUCTS. Buyer shall be deemed to have irrevocably accepted the products sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery.
8) CHOICE OF LAW. This agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
9) ENTIRE AGREEMENT. This is the entire agreement of the parties respecting the sale of the products, sold by Seller to Buyer. No modifications, additions, or amendments shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of products from Heartland.

Table with 2 columns and 4 rows for signature, date, name, and company name.