

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. Heartland may, at its option, suspend providing products hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 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. "Delivery," as that term is used in this agreement, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier. Claims for damaged or mis-shipped product must be made in writing to an authorized Heartland Customer Service Representative within fifteen (15) days of receipt of merchandise. Any visible damage or product shortages must be noted on the freight Bill of Lading at the time of receipt. In the event of hidden or concealed damage, notify an authorized Heartland Customer Service Representative in writing within fifteen (15) days of receipt of merchandise. Notification outside of the 15-day window may result in denial of the claim.
- **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. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 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. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- **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. Seller shall have no liability whatsoever to Buyer if goods sold hereunder is subsequently upgraded, or is otherwise used with goods not used with goods sold hereunder at the time of installation, or if any such goods have been serviced by anyone other than an authorized reseller of product. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason.
- 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. Heartland and/or Buyer shall bring any such claim to court in Outagamie County in Wisconsin, without regard to conflict of laws principles.
- **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.

Authorized Customer Signature:
Date:
Customer Name and Title (printed):
Company Name: