



TERMS AND CONDITIONS OF SALE

Buyer agrees that the following terms and conditions of sale shall apply for all credit and cash purchases from ReThink Labels. Buyer represents and warrants that the information contained in the Credit Application submitted to ReThink Labels is true and correct, that Buyer is purchasing products for commercial and not consumer uses or purposes, and that Buyer will timely notify ReThink Labels of any change in such information, including but not limited to a change in Buyer's legal name and/or state of incorporation.

General Terms: Modifications, changes, alterations, cancellations, additions, suspensions, or other terms offered in any purchase order, will not be binding unless accepted in writing by ReThink Labels, and in all cases these terms and conditions of sale shall prevail, notwithstanding any other order terms to the contrary, without a written agreement from ReThink Labels.

Credit Policy and ReThink Labels Security Interest: Payment terms are **net fifteen (15) days from date of invoice**. Acceptance by Buyer of material shipped or delivered by ReThink Labels indicates Buyer's financial responsibility, ability, willingness and obligation to pay in accordance with the terms indicated on each billing invoice as well as Buyer's agreement to reimburse ReThink Labels for any additional costs incurred in collecting past due invoices, including attorneys fees. Buyer acknowledges that any payment plans that Buyer may enter into with ReThink Labels or its authorized agents to bring Buyer's account current shall not relieve Buyer of its obligation to reimburse ReThink Labels for any collection costs incurred with respect to Buyer's account. Buyer hereby grants to ReThink Labels a security interest in and to all ReThink Labels invoiced merchandise that is from time to time described on ReThink Labels invoices, as "Collateral", to secure payment of all outstanding invoices and credit extensions from ReThink Labels. The security interest attaches to the Collateral immediately upon its transfer of title to Buyer, and Collateral will thereafter be released from this security interest, only when the invoice describing the Collateral that has not been foreclosed upon, has been paid in full. ReThink Labels is authorized to file or record any form of notice to perfect its security interest against the Collateral (and Buyer will execute the same if required). Invoices not paid in full within twenty (20) days after invoice date will result in Buyer's default and Buyer's account being placed on credit hold, also authorizing ReThink Labels at its option, without limiting its other remedies at law or equity, and without notice to or demand on Buyer, to foreclose upon and take possession of the Collateral, sell, lease or otherwise dispose of the Collateral at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as ReThink Labels may determine, and to recover from Buyer all costs and expenses, including without limitation, reasonable attorneys' fees, incurred or paid by ReThink Labels in exercising any right, power or remedy authorized by this security interest, this Agreement, or by law. ReThink Labels reserves the right to charge interest at the rate of 1½ percent per month on accounts paid outside the credit terms. At the request of ReThink Labels, Buyer agrees to enter into ReThink Labels' standard form security agreement, to supplement, at ReThink Labels option, the terms of this security interest. This Agreement and the security interest hereby granted, which may be supplemented or modified by the terms of a more comprehensive security agreement entered into between Buyer and ReThink Labels, shall be governed by California Uniform Commercial Code and California law. In the event of dispute, Venue of Jurisdiction be laid in Orange County, California.

Cancellation: ReThink Labels may not cancel orders except upon written agreement. Canceled orders will be subject to cancellation charges as specified by the manufacturer, to cover costs of manufacture, administration and handling. Any custom products produced for a specific customer must be paid for by customer and can not be cancelled by customer without payment-in-full.

Shipment: All orders are shipped FOB ReThink Labels' shipping point or other locations designated by ReThink Labels. Outbound freight charges are prepaid by ReThink Labels and added to buyer's invoice.

Taxes: Orders shipped to a location within California are subject to sales tax as mandated by the California State Board of Equalization. The actual amount of sales tax will be determined, based on the "Ship to" location, the product or service ordered, and the quantity shipped. If you require the exact amount of sales tax at the time of the quote, please work with your sales or customer service representative.

Inspection and Acceptance of Merchandise: Buyer is responsible for evaluating received merchandise for final acceptance. All claims for damaged shipments must be made directly with the carrier **within 72 hours**. Damaged shipments should be held in condition received until inspected by carrier. Claims for incorrect shipments or omissions must be made with ReThink Labels **within ten (10) days of shipment**.

Returns: Sales are final on all Custom manufactured products.

- Customer is responsible for returning product within the specified time frame. Please see relevant return policy. (Printers return policy, Ribbons/ink return policy, etc).
- Customer is responsible for freight costs when returning product. In the case that ReThink Labels has determined that the root cause of return was by ReThink Labels, return freight costs will be paid by ReThink Labels.
- All returns require a Sales Return Order number (SRO). Returns will not be processed unless a valid SRO has been issued and documented.
- SRO number must be clearly indicated and present on all return shipments on either the shipping label or attached documentation. The lack of a clearly indicated SRO number on returns may result in a refusal or delay of the return process.
- Original manufacturer's packaging inside and outside must be complete (cables, manuals, etc.) and used for returns in order to receive credit/replacement.
- Custom labels are non-refundable unless product is considered defective.
- Opened printers, open printer parts, and open software are non-refundable unless product is considered defective. Service contracts are non-refundable.
- Returned custom labels will be credited or replaced with the **amount received upon return** if determined that the root cause of return was by ReThink Labels.

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Hardware Return Policy

Any printers, software, printer replacement parts, dispensers, applicators, rewinders, finishing machines, scanners and verifiers that are opened or used are non-refundable. Upon receiving a defective part, a replacement of the same part will be made. Customers are responsible for ordering the correct part. Unopened product may be approved for return **within 30 days from the date of shipment**; otherwise the returns will not be accepted. A restocking fee of 15% will be applied to all returns. Credit or replacement will be approved only when ReThink Labels has determined the root cause to be ReThink Labels or its vendors.

Ribbons/Ink Return Policy

Any ribbons that are opened or used are non-refundable and are not accepted. Defective products will be replaced with the same ribbon. Customers are responsible for ordering the correct part. Product may be approved for return within 30 days from the date of shipment with a restocking fee of 15%. Returns exceeding 30 days after invoice date will no longer be accepted. Custom manufactured ribbons returns are not accepted. Credit or replacement will be approved only when ReThink Labels has determined the root cause to be ReThink Labels or its vendors. **For defective ink cartridges, ReThink Labels vendors will only accept returns if and only if customer goes through the respective vendor's troubleshooting process to determine that the cartridge is defective.** ReThink Labels is not responsible for defective ink cartridges.

Catalog Label Return Policy

All stock/standard labels and Sensormatic products that are opened or used are non-refundable and are not accepted. Unopened product may be returned within 30 days from the date of shipment with a restocking fee of 15%. Returns exceeding 30 days after invoice date will no longer be accepted. Credit or replacement will be approved only when ReThink Labels has determined the root cause to be ReThink Labels or its vendors. Custom labels are non-refundable. Credit or replacement will be approved only when ReThink Labels has determined the root cause to be ReThink Labels or its vendors.

Custom Label Return Policy

Custom labels are not returnable.

Limitations of Damages or Buyer's Remedies: The merchandise sold is warranted to be free from defects in material and workmanship for a period set forth by the manufacturer, pursuant to the manufacturer's limited warranty to repair or replace defective merchandise. In no event will ReThink Labels have any liability for any incidental or consequential damages arising out of or in connection with a breach of the sale or any other duty of ReThink Labels with respect to any order, including, but not limited to, incidental or consequential damages for lost profits, lost sales or injury to persons or property. Any delivery or shipment date quoted is approximate and subject to delays caused by civil insurrection, war, fire, strike, acts of God, shortages of materials, or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, any priorities imposed by any government or agency, or any other factor or event beyond the control of dealer or the manufacturer. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to incidental or consequential damages, and customer waives and releases any such claim. Buyer's acceptance of merchandise also constitutes a waiver of any claim for delay. **NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY RETHINK LABELS. IN ALL OTHER RESPECTS THE MERCHANDISE IS SOLD "AS IS", AND WITHOUT ANY CLAIM OR RIGHT FOR SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND RETHINK LABELS EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

Application Assistance: While we provide application assistance as a courtesy, it is up to the Buyer to determine suitability of the product in the application.

This Agreement constitutes the entire understanding between ReThink Labels and its customers relating to purchases by the customer and supersedes and cancels all written and oral agreements and understandings with respect to the subject matter of this Agreement.

Signature

Date

Print Name and Title

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