FlexPackPRO
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TERMS & CONDITIONS

SHIPMENT ISSUE REPORTING

Customer must notify FlexPackPRO of any errors in shipments upon receipt. If the shipment is damaged in any visible way, it must be noted to the delivery driver and noted on the Bill of Lading and photographs should also be included. Damage to shipped crates, boxes or packages must be maintained "as is" for review and must be reported immediately to the carrier that delivered the products.

CONDITIONS

All shipments are subject to the approval of FlexPackPRO's Accounting Department. All bills rendered are payable according to terms herein and in US Dollars (USD). All prices quoted, or bills rendered, are F.O.B. point of shipment, unless otherwise quoted. If any materials shall be manufactured and/or sold by FlexPackPRO (collectively the "Equipment") to meet Buyer's particular specifications or requirements and/or are not part of FlexPackPRO's standard line offered by it to the trade generally in the usual course of FlexPackPRO's business, Buyer agrees to defend, protect and hold harmless FlexPackPRO against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suit or actions which may be brought against FlexPackPRO for any alleged infringement because of the manufacture and/or sale of the Equipment.. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not a part of the basis of the bargain and is not to be construed as a warranty that the goods will conform to the sample or model. Buyer hereby affirms that it has not relied on FlexPackPRO's skill or judgment to select or furnish the goods for any particular purpose.

FlexPackPRO's liability and Buyer's exclusive remedy being hereby expressly limited, FlexPackPRO's sole obligations pertaining to defective Equipment shall be, at FlexPackPRO's sole option, repair or replacement of the defective Equipment. Replacement of defective Equipment will require prior return of defective Equipment, which may be returned at the cost of FlexPackPRO only after approval and issuance of an Shipping Authorization (SA) number by FlexPackPRO and receipt by Buyer of definite shipping instructions from FlexPackPRO. Replacement of defective Equipment will be made only upon the return of defective Equipment, which may be returned at the cost of FlexPackPRO only after inspection by FlexPackPRO and receipt by Buyer of definite shipping instructions from FlexPackPRO. Attempted return of Equipment without compliance of these requirements will not be accepted by FlexPackPRO. The warranty expressed herein does not cover, and FlexPackPRO makes no warranty with respect to, Equipment that has in any manner or to any extent been tampered with, dismantled, repaired, or altered by anyone other than an authorized representative of FlexPackPRO. The results obtained from any printer may not conform to the proof(s) furnished by FlexPackPRO. Buyer and the user must make and approve a test proof from the printer itself before it is used. All printers are sold subject to the added condition that FlexPackPRO shall not be responsible for any loss caused by inaccuracy or discrepancy beyond the actual cost price of the printer. Since Equipment cannot be resold as new, FlexPackPRO does not accept returns or make refunds for Equipment purchased from FlexPacPRO. Accordingly, Buyer should exercise care and discretion in making its purchase.

FlexPackPRO shall not be liable for any delay in delivery due to (1) fires, floods, strikes or other disputes, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the Federal or any State government or any sub-division or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by Federal or State legislation or rules or regulations there under, or (2) any cause beyond the control of FlexPackPRO. No sale of goods covered by this order shall grant to the Buyer any license or right of any kind under any patent owned or controlled by FlexPackPRO or under any patent under which FlexPackPRO has a license, except as patent licenses may be specifically granted in writing. Buyer shall pay or reimburse FlexPackPRO if it pays, any and all Federal, State, Municipal or other local taxes or charges imposed upon this contract, the Equipment covered hereby or the delivery or use thereof or upon any act done or document of title or other instrument used in connection with the transaction, and any and all such taxes or charges imposed upon or measured by the sales contemplated herein or the purchase price payable hereunder. In the absence of a written acceptance of these conditions by the Buyer, an acceptance of any of the Equipment and services covered by this order shall constitute acceptance of these conditions, which shall comprise the entire contract between the Buyer and FlexPackPRO. FlexPackPRO's failure to object to provisions contained in the Buyer's order or other communications shall not be deemed a waiver of the terms or conditions hereof. The Equipment shall not be returned to FlexPackPRO without FlexPackPRO's prior written consent. Return of repaired unit to Buyer or the end user shall be at FlexPackPRO expense. Stenographic or clerical errors are subject to correction.

Any applicable import tariffs and/or required regional inspections are the sole responsibility of the Buyer.

This Agreement, and all future agreements relating to the Equipment purchased by Buyer pursuant hereto are effective only upon acceptance by FlexPackPRO at its offices in the State of Georgia and shall be governed by the laws of the State of Georgia. Accordingly, all legal proceedings, if any, brought by any party to this and any other agreements shall be brought in the Superior or State Courts of Fulton County, GA and Buyer hereby accepts and agrees to the jurisdiction and venue of such courts.

FINANCING AND RETURN POLICY

Buyer acknowledges and agrees that all sales are final, and no returns or refunds will be permitted. This policy applies regardless of performance, satisfaction, or any other factor outside of verified manufacturing defect, under which circumstance exchange will be the final available remedy as outlined in the Limited Warranty Policy below.

Any equipment purchased through a third-party financing partner is strictly non-returnable and non-refundable under any circumstances. Purchaser understands and accepts that FlexPackPRO LLC cannot cancel or modify Buyer's contract with any chosen third-party financing partner. Buyer will remain responsible for fulfilling all payment obligations, per the terms of this order agreement and any separate financing agreement.

LIMITED WARRANTY POLICY

EQUIPMENT

FlexPackPRO LLC warrants that the Equipment purchased from FlexPackPRO conforms to FlexPackPRO's published specifications and is free from defects in materials and workmanship and that such Equipment will be delivered free from any lawful security interest or other lien or encumbrances unknown to Buyer. Unless provided herein, this warranty covers both the parts and remote / depot service necessary to correct any non-conformities or defects with FlexPackPRO or POLYtij brand equipment for 12 MONTHS FROM THE DATE OF SHIPMENT.

PARTS

FlexPackPRO warrants that (i) non-consumable original parts will be free from defects in materials and workmanship for 18 months (or for the specified period applicable to your Extended Warranty, if a success plan has been purchased) from the date of installation, (ii) non-consumable replacement parts will be free from defects in materials and workmanship for 365 days from date of shipment, and (iii) consumable spare parts, including but not limited to springs, belts, ribbon feed rollers, print rollers and print bases, will be free from defects in materials and workmanship at the time of shipment. Thermal printheads, also listed under consumable spare parts, are covered under a separate warranty.

SUPPLIES

FlexPackPRO warrants that its supplies, including thermal transfer ribbons for FlexPackPRO® brand thermal transfer overprinters and other consumable products (excluding consumable spare parts), will conform to FlexPackPRO's published specifications and will be free from defects in materials and workmanship through FlexPackPRO's stated shelf life or "best when used before date" appearing on data sheets or packaging, providing that FlexPackPRO's published storage conditions and handling instructions are adhered to.

WARRANTY SERVICE

Should a failure to conform or apparent defect in materials or workmanship appear within the warranty period, Buyer must promptly notify FlexPackPRO in writing. In the event that a Warranty-covered defect is suspected as a possible cause of any malfunction, an Assessment and/or Support Agreement will be provided to Buyer which clearly outlines the available options for and potential costs of addressing the issue. After that agreement is signed, FlexPackPRO's Technical team will work with Buyer to remedy the issue and evaluate the related part(s) and/or equipment to verify whether a Warranty-covered defect was the cause. Warranty service covers remote support, non-consumable replacement parts, and labor at a designated FlexPackPRO depot service center. If FlexPackPRO determines it is unable to resolve the issue through Buyer-assisted remote support, Buyer shall ship the warranted goods at FlexPackPRO's expense to the designated FlexPackPRO service center for repair and/or replacement after obtaining a valid Return Material Authorization (RMA) number. All RMA numbers will expire two weeks from issuance and so related goods must be shipped back within that timeframe. If your return ships from outside the contiguous forty-eight United States and District of Columbia, the warranty excludes all in-bound and out-bound shipping costs and associated charges. If it is determined by FlexPackPRO's Technical team that the non-conforming goods were stored, installed, maintained, and used in accordance with FlexPackPRO's training and recommendations, accompanying documentation, published specifications and standard industry practice—yet a malfunction still occurred due to manufacturing defect within the Warranty period, Buyer will not be charged for the parts, shipping, and service necessary to remedy the issue. However, if it is determined by FlexPacPRO's Technical team that the malfunction was not due to manufacturing defect and is therefore not covered under Warranty, Buyer will be retroactively billed for all shipping, parts and time related to service, according to the agreed upon rates outlined in the Technical Assessment and/or Support Agreement, which amount must be paid in full before any further Warranty or other services will be provided by FlexPackPRO.

FAILURE TO REPAIR

If FlexPackPRO is unable to repair warranted Equipment after a reasonable number of attempts, FlexPackPRO will provide, at its option, new or refurbished replacement goods provided Buyer returns the non-conforming Equipment which becomes the property of FlexPackPRO. This represents the Buyer's sole and exclusive remedy and FlexPackPRO's sole obligations for any breach of this warranty policy. No other remedy, obligations, liabilities, rights, or claims, whether arising in tort, negligence, strict liability or otherwise, are available.

EXCLUSIONS

FlexPackPRO's warranties herein do not cover failure of warranted goods resulting from: (i) installation, setup or modification of warranted goods not authorized by FlexPackPRO or conducted by a non-authorized third party; (ii) abuse, misuse, mishandling, accident, neglect or any other use not in accordance with FlexPackPRO's recommendations, accompanying documentation, published specifications or standard industry practice; (iii) failure to provide power, air, supplies, storage conditions or an operating environment that conforms to FlexPackPRO's accompanying documentation or published specifications; (iv) unauthorized cleaning or wash- down procedures, exposure to liquids, moisture, solvents or unqualified environments; (v) fire, flood, lightning or any other act of God, Buyer or third party; (vi) failure to follow handling and maintenance procedures provided in FlexPackPRO training, documentation and published specifications, including electro-static prevention, consumable parts installation and replacement of thermal transfer ribbons; (vii) the warranted goods and parts thereof, including but not limited to thermal printheads and ribbon drive rollers, being used or coming into contact with any equipment, parts, supplies or consumables not manufactured, distributed or approved by FlexPackPRO; (viii) repair or service by anyone other than FlexPackPRO or its authorized representatives. FlexPackPRO, in its sole but reasonable discretion, will determine whether any exclusions herein apply. This Warranty applies only to the original sale of warranted Equipment and all coverage and rights herein are non-transferable to any subsequent buyers or owners.

LIMITATION OF LIABILITY & DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSED HEREIN, FLEXPACKPRO MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSEWITH RESPECT TO THE EQUIPMENT SOLD UNDER THIS AGREEMENT

FlexPackPRO shall not be liable for any indirect, special, incidental or consequential damages related to claims under this warranty nor for any damages due to negligence, including, but not limited to, loss of revenue, loss of goodwill, loss of use of property, personal injury, loss of data, and/or loss of profits arising in any manner from this agreement or the performance or nonperformance of obligations hereunder regardless of the foreseeability thereof. FlexPackPRO's maximum liability will not exceed the price of the Equipment and services furnished by FlexPackPRO giving rise to the claim. The warranties expressed herein are in lieu of all other warranties, expressed or implied. No employee, agent or representative of FlexPackPRO, is authorized to make any warranty different from or in addition to the foregoing.

There are no warranties which extend beyond those expressly stated herein.