

## DATALOGIC GENERAL TERMS AND CONDITIONS OF PURCHASE

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, including any Datalogic Supplier Quality Guidelines (from time to time in force), whether physically attached or incorporated herein by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between the Datalogic company that issues the Purchase Order ("Datalogic" or "Buyer") and the supplier (the "Supplier") as identified in the Purchase Order.

### APPLICATION

---

Buyer's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Buyer's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the Products described in the Purchase Order exists between Supplier and Buyer, the terms of such master agreement shall prevail over any inconsistent terms herein.

### PURCHASE ORDER

---

A Purchase Order will be considered final and binding upon Supplier written acknowledgement or acceptance of the Purchase Order, including by electronic mail, or by Supplier's delivery of the Goods. No changes or modifications in the Purchase Order shall be valid unless confirmed in writing by the Buyer.

### PRICE

---

Supplier shall furnish the Goods in accordance with the price and delivery schedule stated in the Purchase Order. Unless otherwise stated, prices include all charges for inspection and packaging, all state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by Buyer. Prices shall remain fixed until completion of the deliveries contemplated in the Purchase Order. If price terms are omitted from the Purchase Order, the price of the Goods shall be the lower of: (a) the price last quoted by the Supplier; (b) the last price paid by Buyer to Supplier for like goods; or (c) the prevailing market price at the time of shipment. Supplier shall pay all other taxes on or related to the Goods and on the shipment thereof to Buyer. Supplier warrants that the prices specified herein for the Goods are not less favorable than those currently extended by Supplier to its other customers buying the same or similar goods in equal or smaller quantities under similar circumstances. If, before delivery of the Goods, Supplier reduces the prices for like goods to one or more of its customers in a status comparable to Buyer, the prices specified in the Purchase Order shall be likewise reduced.

### PAYMENT

---

Unless otherwise specified in the Purchase Order, payment shall be within 120 (one hundred and twenty) days after the last day of the month of receipt by Buyer of Supplier's invoice acceptable to Buyer. Any packing, storage, or delivery charges prepaid or payable by Buyer shall be separately stated on Supplier's invoice. Supplier shall pay all such charges unless the Purchase Order specifies otherwise. Early payment discount shall be agreed in writing between the parties.

## SET OFF RIGHTS

---

Buyer shall have set-off right against any amounts owed to Buyer by the Supplier for any reason whatsoever, arising or not out of the Purchase Order or any other contract or arrangement effective between Buyer, and/or its affiliates, and Supplier.

## SHIPPING TERMS

---

Unless otherwise stated in the Purchase Order, all deliveries of goods shall be made D.D.P. (Incoterms 2010) at Buyer's preferred location (as shown in the Purchase Order).

## TRANSFER OF TITLE/RISK OF LOSS

---

Transfer of title and risk of loss shall remain with Supplier until delivery of the Goods to Buyer at its plant; and Buyer shall not be required to assert any claims against common carriers. Unless otherwise specified herein, Supplier shall assume risk of loss for the Goods until they are delivered to the designated delivery point, regardless of the point of inspection, if any, and Supplier shall maintain insurance against loss in transit to such point. Supplier shall bear all risk of loss and damage until final delivery and acceptance of the goods by Buyer. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by Buyer under the Purchase Order.

## PACKING, MARKING AND SHIPPING

---

Supplier shall pack, mark and ship all Goods in compliance with all applicable transportation regulations and with good commercial practice and pursuant to Buyer's packaging and shipping guidelines. Unless expressly noted on the face hereof, no separate or additional charges shall be payable by Buyer for containers, crating, boxing, bundling, dunnage, storage or similar procedures. Any expense incurred by Buyer as a result of improper preservation, packing, packaging, marking or method of shipment shall be reimbursed by Supplier. A packing list showing the Purchase Order number shall be included with each shipment, and each container shall be marked to show the Purchase Order number. Packing list number shall also be referenced on Supplier's invoice.

Upon Buyer's request therefore, Supplier will promptly provide Buyer with a statement of origin for all goods and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

## DELIVERY OF CONFORMING GOODS

---

Unless otherwise set forth under section "Changes", delivery of conforming Goods in the full quantities specified herein is critical to Buyer. For this reason, Supplier agrees to exert every reasonable effort, including overtime and premium shipment at Supplier's expense, to meet the promised delivery date, provided, however that failure of such efforts to achieve prompt delivery of conforming Goods shall not relieve Supplier of liability for such failure.

Buyer and Seller may enter into a Supplier Delivery Plan (SDP) according to which the Supplier shall deliver the Goods pursuant to precise, pre-determined operating rules, thus improving supply flexibility. Should a SDP be defined, then the Purchase Order shall include the following reference "SDP Purchase Order".

Supplier agrees to notify Buyer immediately if at any time it appears that the delivery schedule set forth herein may not be met. Because timely delivery of conforming Goods is of the essence to Buyer, Buyer may elect to be excused from part or full performance hereunder in the event of delays in delivery of conforming Goods in the quantities specified, regardless of whether such delay or failure is actually or proximately caused by Supplier, common carriers, other parties, acts of God, strikes, boycotts, other labor troubles, production delays, scarcity of resources, laws including changes therein, government orders, riots, war, fire, weather or actual or proximate causes of any other type whatsoever. In addition, Supplier shall be liable for all delays or other failures to timely deliver

conforming Goods in the quantities specified herein regardless of whether such delays or failures arise or result from actions or inactions of Supplier, third parties or from any other actual or proximate cause, whatever its nature. Such liability shall include, without limitation, all consequential, special and contingent damages including losses and/or any expenses sustained or anticipated to be sustained by Buyer as a result of Buyer's inability to meet its contractual obligations to third parties or to enter into contracts with third parties. Without prejudice of the foregoing, Buyer shall be entitled to liquidated damages if Supplier fails to deliver the Goods pursuant to the delivery schedule. The liquidated damages shall be calculated as follows: (i) zero point five percent (0,5%) of the price of the delayed Goods for each day of delay up to ten days; (ii) two percent (2%) of the price of the delayed Goods for each day of delay after ten days up to 20 days of delay; and (iii) five percent (5%) of the price of the delayed Goods for each day of delays after 20 days up to 30 days of delay. Datalogic and Supplier agree that the liquidated damages (i) are a reasonable measure of the inconvenience caused to Datalogic by Supplier, (ii) are not Datalogic's exclusive remedy, and (iii) are in addition to and not in lieu of any rights or remedies provided for in this Agreement or available to Datalogic pursuant to applicable law.

If conforming Goods fail to arrive at the destination and within the time specified in the Purchase Order, Buyer may, but need not, immediately purchase substitutes therefore and Supplier shall be liable for all damages and expenses resulting from such failure. Supplier further agrees, at Buyer's election, to repair or replace any non-conforming Goods, as defined in section "Warranty Claims" said repairs and replacements to be made without cost to Buyer within a reasonable time after written notice by Buyer to Supplier. Buyer may reschedule the delivery of Goods at any time prior to shipment by Supplier without liability. Supplier agrees to (i) maintain an adequate stock of Goods and/or (ii) maintain the equipment and materials (or the ongoing ability to timely acquire as needed) needed to produce and timely deliver Goods.

#### **EXCUSE OF BUYER'S PERFORMANCE**

---

Buyer's performance hereunder shall be excused if rendered impossible or impractical by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which Buyer relied in entering into this agreement.

#### **INSPECTION**

---

Buyer may inspect the Goods at Supplier's plant, upon receipt or at such other time or place as it shall choose. Payment before or after an inspection and/or failure to inspect the Goods shall not be deemed to constitute: (a) acceptance of any defective or nonconforming Goods; or (b) waiver of any of Buyer's rights or remedies arising by virtue of any defect or nonconformance. Buyer's failure to specify any defect or nonconformance in rejecting any or all of the Goods shall not prevent Buyer from relying on such defect or nonconformance to establish a failure of Supplier's performance hereunder or justify rejection.

#### **DESIGNS, TOOLS AND MATERIALS SUPPLIED BY BUYER**

---

If the Goods are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Buyer, or with the assistance of tools, machinery, masks, molds, or equipment furnished by Buyer (the "Datalogic Materials"), or are to incorporate or utilize parts and materials supplied to Supplier by Buyer, Supplier shall return the same to Buyer at the earlier of completion of the Purchase Order or cancellation of the Purchase Order. In addition, Supplier shall not use the same in the production of materials for any third party or for itself without Buyer's prior written authorization. All such designs, drawings, blueprints and Datalogic Materials shall remain Buyer's property. Such property, and whenever practical, each individual item thereof, shall have engraved or laser-marked thereon the identification number and the words "Property of Datalogic". Supplier shall use such property at its own risk and shall be responsible for all losses of or damage to said property while either in Supplier's custody or in any third party contractors' custody to the extent such parties are involved by the Supplier in the manufacturing and in delivering of Goods. Supplier shall maintain all such property in good condition and repair, and Buyer makes no warranties or representations of any nature with respect to such property; in this respect, Supplier shall take (and

procure and grant that any third party contractors involved by the Supplier take) all possible actions to safeguard Buyer and its Affiliates' ownership over Datalogic Materials, including but not limited to keeping Datalogic Materials separate from other products and materials, and clearly indicating Datalogic or its Affiliates' ownership with respect to Datalogic Materials. Supplier agrees to pay Buyer for all such parts and materials lost, damaged or destroyed while not in Buyer's immediate custody. If Supplier requires additional parts or materials to complete performance of the Purchase Order, Supplier shall purchase the same from Buyer at their then current prices or at Buyer's direction. Supplier, at its own expense, will: separately account for all parts and materials supplied by Buyer; maintain current and accurate inventory records thereof; and take accurate physical inventory thereof as required by Buyer.

## **CANCELLATION**

---

Buyer may cancel the Purchase Order at any time before it is accepted by Supplier. Buyer shall also be free to cancel the Purchase Order at no costs if the cancellation will be notified to Supplier in writing within 10 days prior to the scheduled delivery date. At any time, Buyer may also, suspend, delay or interrupt the Purchase Order or any part thereof by written notice to the Supplier. Upon receipt of such notice, Supplier shall immediately stop any impacted work under the Purchase Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or services. In case of cancellation received by Supplier after ten (10) days prior to the scheduled delivery date, Buyer may reimburse Supplier for Supplier's reasonable out-of-pocket expenses as directly attributable to such cancellation, provided that the amount of such reimbursement shall in no event exceed an amount equal to the price that is allocable to the cancelled portion of the Purchase Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to Buyer in writing within fifteen (15) days after the receipt of the cancellation notice. Upon payment of Supplier's claim, Buyer shall be entitled to all Goods, works and materials paid for. In addition to Buyer's other rights and remedies, Buyer may cancel or suspend the Purchase Order, in whole or in part, by written notice to Supplier, for cause if: (a) the Goods or any part thereof fail any inspection or test hereunder or are defective or non-conforming; (b) the Goods are not delivered to Buyer as scheduled; (c) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (d) Supplier fails to comply with any of the terms or conditions of the Purchase Order. If Buyer terminates the Purchase Order for cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation for cause by Buyer that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.

## **CHANGES**

---

Unless otherwise agreed herein, Buyer, but only through its authorized representative, may at any time by written change order, make changes respecting the Goods including, without limitation, changes in (a) the drawings, designs and specifications applicable to the goods; (b) the method of shipping and packing; or (c) the place and time of delivery. If any such change affects the time for or cost of Supplier's performance hereunder, an equitable adjustment shall be made in the delivery schedule and/or the purchase price, but only if Supplier submits its written claim for adjustment within twenty (20) days after receipt of Buyer's written change order. Nothing in this Section shall excuse Supplier from performing its obligations under the Purchase Order as changed.

## **REMEDIES**

---

If Supplier breaches the Purchase Order or the terms contained herein, Buyer may exercise, singly or in any combination and in any order, the rights and remedies available to Buyer at law or in equity, including, without limitation, the right to: (a) require Supplier to repair or replace Goods or any component thereof and upon Supplier's failure to or refusal to do so, to repair or replace the same at Supplier's expense (b) reject any shipment or delivery or part thereof containing defective or nonconforming goods; (c) suspend any outstanding due payment even if it is

arising or not out of this Purchase Order or any other contract or arrangement effective between Buyer, and/or its affiliates, and Supplier; or (d) cancel any outstanding deliveries under the Purchase Order and treat the breach by Supplier as Supplier's repudiation of the Purchase Order. IF BUYER IS IN BREACH OF THE PURCHASE ORDER, SUPPLIER'S EXCLUSIVE REMEDY SHALL BE TO RECOVER THE GOODS OR, IN THE EVENT SAID GOODS HAVE BEEN SOLD BY SUPPLIER OR BUYER TO A THIRD PARTY, TO RECOVER THE PURCHASE PRICE FOR THE GOODS PROVIDED HEREIN LESS THE NET PROCEEDS, IF ANY, RECEIVED BY SUPPLIER FROM SUCH THIRD PARTY.

## WARRANTIES

---

Supplier warrants that the Goods to be furnished hereunder shall (i) comply with the applicable specifications drawings, samples, including any Buyer's specifications, blueprints, drawings and data or samples, if any; (ii) be free from defects and deficiencies in design, material, or workmanship and are of a quality of workmanship that is required by the best professional practices and procedures in similar manufacturing industries; (iii) be fit, merchantable and suitable for the use intended by Buyer (iv) not infringe any patent, copyright, trademark, trade secret or other intellectual property right of third parties; (v) comply with all applicable laws, governmental regulations and ordinances concerning technical specifications, prevention of injuries to persons, environment, safety; and (vi) not contain used or reconditioned parts. Supplier further warrants that Supplier has good and valid title to the goods being sold, including the power to transfer title to the Buyer. The warranties contained herein shall be in addition to any other warranties implied by law or expressly made by Supplier other than hereunder.

## WARRANTY CLAIMS

---

If, during the warranty period, Buyer discovers a defect and/or nonconformity in the Goods or concerning the performance of the Goods, Buyer shall promptly notify Supplier in writing of such nonconformity within 60 (sixty) days from the discovery of such non conformity or defect. For the purpose hereof the "non-conformity" means any failure of the Goods, including failure of the Goods to meet the Buyer's requirements of documentation, quality, regulations, or other products requirements as provided by or agreed with Buyer. Supplier shall, at Buyer's option: (i) repair or replace the Products; (ii) issue a credit or refund for the full price of the non-conforming or defective Products; or (iii) reimburse Buyer 100% of its costs to sort-rework the Goods at the then current local Buyer hourly rate plus materials. Supplier will commence such performance within five (5) working days of Buyer's notice to Supplier. All transportation costs related to the shipments of the Products to be repaired or replaced shall be at Supplier's expense. In addition to the above remedies, Buyer shall also be entitled to (a) reject, in whole or in part, the batch of the non-conforming and/or defective Goods; (b) request to the Supplier to take, at its expenses, any work-around, recovery plan or plan action to make the Goods conforming as well as to eliminate any defect; (c) request to the Supplier to select, at its costs, at the place determined by the Buyer those conforming Goods within the batch of Goods where non conformities and defects have been found. It being understood that any acceptance and/or use of the non-conforming Goods made by the Buyer will not release the Supplier from any of its obligations and liability in eliminate any non conformity. For purpose hereof the "warranty period" shall be a period of not less than 24 (twenty-four) months from the date of delivery to the Buyer's premises. The warranty period for repaired or replaced Products shall run for 24(twenty-four) months after repair or replacement.

In order to allow prompt corrective actions, the Supplier agrees to immediately provide Buyer with a written detailed description of the defects and/or non-conformity it may have discovered prior to the delivery to Buyer during its own testing procedure. Upon Buyer's request, the Supplier shall provide Buyer with the list, description and result of any quality inspection conducted, or to be conducted, by the Supplier on the Products prior to delivery. Should a change in the Supplier's production process impact on the Products, the Supplier shall promptly inform Buyer in writing of such change. In order to verify that all necessary quality inspection is performed by the Supplier, the Parties agrees that Buyer shall have the right to inspect and test the materials and workmanship of the Products at all times, without giving any prior notice, at Supplier's premises, as per Section "Inspection". The Supplier shall admit Datalogic's personnel in charge of the inspection and shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection and test.

Supplier shall be liable to Buyer for all consequential and incidental damages and expenses (including reasonable attorneys' fees) actually or proximately arising from any breach of Supplier's warranties and representations, and Supplier hereby agrees to indemnify and hold Buyer harmless from and against any and all claims by third parties for property damage, personal injury, death, expenses (including reasonable attorneys' fees), economic loss, foregone profits and losses or damages of any kind whatsoever actually or proximately resulting from the failure of the Goods to conform to said warranties and representations.

#### **EPIDEMIC FAILURE**

---

Supplier warrants the Good(s) against epidemic failure. Within two (2) days of written notice by Buyer that an epidemic failure exists, Supplier shall establish a mutually agreeable emergency procedure to resolve and replace all defective Products. Supplier shall provide to Buyer, upon request, complete and comprehensive written failure analysis indicating root cause and corrective action to be taken to prevent future occurrences. Any and all costs associated with the emergency procedure are to be borne by Supplier. In such event, Supplier shall be responsible for the repair and/or replacement of all recalled Product at Supplier's cost, and shall reimburse Datalogic for all costs and expenses related to the recall of Datalogic and/or Supplier products. For the purpose hereof the "Epidemic Failure" means a Good is found to contain a Failure Rate, or a potential safety hazard; or in the event that any problem or potential problem arises with the Good which requires a field recall, or if any governmental entity (or any agent thereof), issues a formal recall or similar demand or request with respect to any Good; and/or a Good is found to contain a Failure Rate; "Failure Rate" means that the total number of failures found at any time exceeding two percent (2% or 20,000 defects per million) in Goods either shipped to Buyer by Supplier or used in Buyer's products in a period of 12 (twelve) months determined on rolling basis.

#### **OBSOLESCENCE/SPARE PARTS**

---

The Supplier shall notify Buyer, in writing, of the obsolescence of any Good as soon as possible. Buyer shall have the right to place a last time buy Purchase Order for such obsoleted Goods within eighteen (18) months of Buyer's receipt of the obsolescence notice. Supplier shall accept to deliver Goods within eighteen (18) months from the date of the receipt of the last Purchase Order, unless otherwise agreed in writing between the Parties.

For a period of five (5) years from the Buyer's receipt of the notice of obsolescence, the Supplier shall continue to supply Buyer with the spare parts of Goods. For this purpose, the Supplier shall keep adequate stock of spare parts to be available for purchase by Buyer under these terms and conditions within the five (5) year period at prices agreed upon in writing between the Parties. The price for spare parts shall not be increased more than five percent (5%) per year over the five (5) year period. The shipment of spare parts shall be made by the Supplier according to these terms and conditions and any Buyer's instructions in any Purchase Order.

#### **INDEMNITY**

---

To the fullest extent permitted by law, Supplier, for itself and on behalf of its subcontractors and/or their respective directors, employees and representatives, shall protect, defend, indemnify, and hold harmless Buyer at any level, and their respective directors, employees and representatives from and against any and all demands, claims (including claims for contribution or indemnity), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against Buyer, arising from or related in any way to the acts, errors or omissions of Supplier or its subcontractors or assigns and/or their respective directors, employees and representatives, and/or any individual or entity for which Supplier is responsible, including, but not limited to, Claims incurred by or asserted against Buyer as a result of a Supplier breach or alleged breach of the representations and warranties set forth in the Purchase Order, the presence of Supplier's agents, employees, representatives, subcontractors or assigns on Buyer's premises, the use of any Supplier-provided defective goods or services, death or personal injury (including bodily injury) to any person, destruction or damage to any property,

contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, or any violation of law, regulation or order.

### **INTELLECTUAL PROPERTY RIGHTS**

---

All Goods, information and technology produced or otherwise developed under the Purchase Order, or as a result of technology furnished by Buyer (collectively, "Developments"), shall be deemed works made for hire and the intellectual property rights in such Developments shall vest exclusively in Buyer. Supplier agrees to use such Developments only in connection with the Purchase Order and otherwise to retain them as confidential in accordance with Confidential Information Section. Supplier, at its cost, hereby assigns to Buyer all right, title and interest in all Developments and shall fully cooperate with and assist Buyer in perfecting such right, title and interest. Supplier represents, warrants and agrees that it will not incorporate any third-party intellectual property into any Developments, or Goods provided hereunder without notifying and obtaining the prior written approval of Buyer. Supplier warrants that: (a) all of its employees, representatives, agents or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to Buyer which contain intellectual property not assignable or licensable to Buyer as provided in this Section. Supplier agrees that if in the course of providing the Goods hereunder, Supplier incorporates any Supplier intellectual property into any Development or Good provided to Buyer, Buyer is hereby granted and shall have a nonexclusive, perpetual, worldwide, royalty free sub-licensable, transferable, license, to use any such Supplier intellectual property including in the Developments and/or in the Goods.

### **INTELLECTUAL PROPERTY INDEMNITY**

---

Supplier shall indemnify, defend and hold harmless Buyer, its successors and assigns and the customers of any of them, from and against any and all claims, damages, losses, demands and expenses (including reasonable attorneys' fees and costs), or liabilities incurred because of claims that the Goods or use of any Goods purchased hereunder, or any component, part or process thereof or product made therewith, irrespective of whether Buyer furnishes any specifications to Supplier, infringes any patent, trademark, trade secret, copyright, mask work or application therefore, or other intellectual property right of a third party. In addition to the foregoing, in case of any such legal action brought by any third party, or in case such an action is likely (in Buyer's opinion) to be brought, the Supplier shall, at its option (1) obtain, at its own costs, and grant to Buyer a license to use the Goods; (2) modify the Goods so they become non-infringing; (3) replace the Goods with non-infringing and functionally equivalent one; (4) grant Buyer a credit equal to the purchase value of the Goods at the time of the notice of action or of its probable occurrence.

Regardless of which of the foregoing remedies is effected, Supplier shall pay to Buyer rework expenses and incremental costs incurred by Buyer, its successors, assigns and/or customers of any of them, to procure alternative products required to fill orders placed by Buyer and accepted by Supplier as of the effective date of the injunction.

### **CONFIDENTIAL INFORMATION**

---

The Purchase Order and any material transmitted in connection with the Purchase Order, including Buyer's specifications, instructions, documents, drawings or blueprints, may contain information that is confidential and proprietary to Buyer and such information is not to be used by Supplier for any purpose other than the purpose for which it was transmitted. The information shall be held and maintained in strictest confidence and not disclosed to third parties without the written consent of the Buyer. Should the Supplier disclose any such information, Buyer shall be entitled to immediately terminate the Contract, seek injunctive relief and claim damages. shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Buyer. The Supplier shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this

Agreement. The Supplier shall not, without prior written approval of the Buyer, use for Buyer's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Buyer, any Confidential Information. The Supplier shall return to Buyer any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Buyer's confidential information immediately if Buyer requests it in writing. Such nondisclosure provisions of this offer shall survive the termination of the same and Supplier's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Buyer sends Supplier written notice releasing Supplier from this Order, whichever occurs first.

#### **ASSIGNMENT**

---

Neither the Purchase Order nor any interest therein may be assigned by Supplier without the prior written consent of Buyer. No assignment of the right to receive payment shall affect Buyer's right of setoff against Supplier nor shall such assignment be binding on Buyer unless and until Buyer receives an executed copy of the assignment and each invoice to be paid to the assignee is clearly marked to show such assignment. This Purchase Order shall bind and inure to the benefit of Buyer's assigns and successors including, without limitation, any entity with which or into which Buyer shall merge or consolidate.

#### **WAIVER AND MODIFICATION**

---

The waiver of any term, condition or provision of the Purchase Order by Buyer shall not be construed as a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. In order to be binding upon Buyer, any modification of the Purchase Order must be in writing and signed by Buyer's authorized representative.

#### **GOVERNING LAW/DISPUTE RESOLUTION**

---

The rights and obligations under the Purchase Order will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Parties expressly agree that such rights and obligations will instead be governed by the laws in the jurisdiction in which the Purchase Order was issued, as set forth below, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those stated below:

if the Purchase Order is issued in North America, the laws of the State of Oregon, US shall apply; if the Purchase Order is issued in Brazil, then the laws of Brazil shall apply; if the Purchase Order is issued in any member State of the European Union, the laws of Italy shall apply; if the Purchase Order is issued in Vietnam, the laws of Vietnam shall apply; if the Purchase Order is issued in People's Republic of China the laws of People's Republic of China shall apply; if the Purchase Order is issued in any country other than those listed above, then the laws of Buyer's registered office shall apply.

All rights, duties, and obligations are subject to the courts of the country in which Buyer obtained the Goods and subject to the exclusive jurisdiction of the following courts of competent jurisdiction: (i) **in the US**, the dispute will be submitted to Court of Oregon U.S.A.; (ii) **in Brazil**, the dispute will be submitted to the Court of Rio de Janeiro; (iii) **in Europe**, the dispute will be submitted to the Court of Bologna, Italy; (iv) **in Vietnam**: disputes arising out of or in connection with these terms and conditions will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they



were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of these terms and conditions prevails over any other language version; (v) **in the People's Republic of China:** in case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, these terms and conditions will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

#### **GOVERNMENT CONTRACTS AND COMPLIANCE WITH LAW**

---

Supplier will comply with all laws applicable to the performance of its obligations hereunder, including, to the extent applicable and without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity clause prescribed by Executive Order 11246 dated September 24, 1965, as amended, and all rules, regulations and orders issued or promulgated under said Act or Order. Supplier agrees to indemnify and hold Buyer harmless from and against any and all losses which Buyer may suffer in the event that Supplier fails to comply with said Act, Order or any other applicable law. If a United States Government contract is noted on the face of the Purchase Order, the Purchase Order is subject to the terms and conditions which may be imposed by said contract. For subcontracts over \$10,000, Supplier will utilize small business, small disadvantaged business, women-owned business, and labor surplus area concerns to the fullest extent consistent with the efficient performance of this contract.

Supplier shall adhere to all applicable environmental laws and regulations and anticipate the expected regulations and constraints for all Products and/or manufacturing sites, including, but not limited to laws relating to “conflict minerals” (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or adjacent territories; the latest requirements of the European environmental directives on batteries, packaging, chemical, and hazardous substances in electric and electronic equipment (for example, 2002/95/EC on the restriction of the use of certain hazardous substances in electric and electronic equipment (RoHS), 2002/96/EC on waste electrical and electronic equipment (WEEE), and EC 1907/2006) the registration, evaluation, authorization and restriction of chemical substances regulation on chemicals and their safe use (REACH).

#### **CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM ACT**

---

Buyer participates in the U.S. Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. Supplier agrees to take such reasonable measures as are required by Buyer and/or CBP to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Supplier's security procedures and facilities concerning C-TPAT compliance. Information about C-TPAT is available at [www.cbp.gov](http://www.cbp.gov).

#### **CORPORATE RESPONSIBILITY**

---

Supplier acknowledges and undertakes to comply with the principles contained in Buyer's Code of Conduct, published on the Buyer website at [www.datalogic.com](http://www.datalogic.com). Furthermore, Supplier shall promptly inform Buyer in writing with any decision to implement changes to its products or procedures which would have any material impact on its compliance with the Code of Conduct.

#### **GENERAL**

---

These terms and conditions supersede and invalidate all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and

which shall become null and void. Neither party shall make any news release or public announcement concerning the Purchase Order or the Goods without the other party's prior written consent. Except as expressly provided herein to the contrary, including, without limitation, the provisions hereof respecting Supplier's warranties and representations, all proposals, negotiations, representations and communications regarding the transaction contemplated hereby and made prior to the date of the Purchase Order are merged herein. If any of the terms or provisions provided herein are declared invalid or unenforceable by any court or other body, the remaining terms and provisions hereof shall be deemed valid and enforceable to the extent possible.