

X-Rite Terms and Conditions of Online Sales

1. **EXCLUSION OF OTHER TERMS.** The terms and conditions stated herein may not be varied by Buyer and no additional or different terms or conditions, whether stated in Buyer's purchase order form or elsewhere, shall be applicable to the transaction unless specifically agreed to in a separately signed, written instrument by an officer of the Company. Buyer's acceptance of delivery of all or part of the goods covered hereby or Buyer's payment therefore shall constitute such assent.
2. **PRICES.** Unless otherwise stated on the website, all prices are F.O.B./Point of Departure, exclusive of freight, insurance and local delivery charges, if any. Prices advertised do not include shipping and handling or applicable taxes.
3. **TAXES.** All applicable sales, use, excise, gross receipts and other taxes (excluding only taxes on the net income of the Company) are the responsibility of the Buyer, and Buyer shall promptly pay or reimburse the Company for payment of any such taxes on demand. If Buyer claims an exemption from such taxes, an exemption certificate must be furnished to the Company.
4. **PAYMENT.** Terms of payment are within X-Rite's sole discretion, unless otherwise agreed to by X-Rite. Payment must be received by X-Rite prior to X-Rite's acceptance of an on-line order. Payment will be made by credit card, unless the Company has provided written approval for an on-line user name and password account for specific agreed upon credit terms.
5. **SHIPMENT.** Any shipping date shown represents the Company's best estimate as of this date, but the Company shall not incur any liability of any kind whatsoever for failure to ship on any particular date, unless firm shipping date has been expressly agreed to by an officer of the Company in a separately signed written instrument. Risk of loss shall pass to the Buyer when the goods are placed in the possession of a common carrier. Claims against the carrier shall be the responsibility of the Buyer, and claims against the Company for defects, errors, or shortages must be made in writing to the Company within fifteen (15) days of receipt of the goods, or such claims shall be deemed to have been waived.
6. **WARRANTY MATTERS.** Products manufactured by the Company (excluding Software products) are warranted to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of shipment, unless otherwise noted in product literature. The Company will repair or replace, at its option Products, which prove to be defective within the warranty period F.O.B. /Point of Departure. The Company's warranty does not cover failure of warranted Products resulting from any repair, alteration or modification by persons other than the employees of the Company, or those expressly authorized by the company to make repairs, and by any abuse, misuse, or neglect of the Products, or by use not in accordance with the Company's published instructions. The remedies for any failure of the Company's Products to meet its warranty specified herein shall be these remedies stated herein and no others, there remedies being exclusive remedies as a condition of sales. EXCEPT AS PROVIDED IN THIS PARAGRAPH, THE COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
7. **DAMAGE LIMITATION.** Under no circumstances shall the Company be liable for any lost profits or other indirect, incidental or consequential damages of any kind for any reason whatsoever with respect to its Products, or the transaction by which it's Products are sold. Under no circumstances shall the Company's aggregate liability to Buyer in connection with a transaction hereunder exceed the amount of fees actually paid by the Buyer for Products purchased under such transaction.
8. **SOFTWARE.** Any software identified in this on-line sale, whether embodied within Products subject to this on-line sale or purchased separately hereunder, shall be governed by separate license agreement(s), which will be furnished to the Buyer at the time of delivery or installation. Notwithstanding any other term or condition of this on-line sale, neither title to the software, nor

proprietary rights associated with the software, shall be transferred to the Buyer. The software comprises proprietary information and technology of the Company, and the Buyer may be required to adhere to certain nondisclosure obligations set forth in the aforementioned license agreement(s). Warranty for Software, if any, is set forth in the license agreement accompanying the Software.

9. **EXCUSE.** In no event shall the Company be liable to any loss or damages resulting from any delay or failure in shipment or other failure to perform with the respect to the goods subject to this online sale where such delay, failure, loss or damage is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among materials or facilities from normal sources, fire flood, act of God, or any other cause not within the reasonable control of the Company, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, the Company may, without causing a breach or incurring liability, allocate goods, which are in short supply, irrespective of the reasons therefore, among customers in any manner which the Company in its sole discretion deems advisable.
 10. **GOVERNING LAW.** The transaction with respect to the goods which are the subject of this online sale shall be governed by and interpreted and constructed in accordance with the laws of the State of Michigan, and any action arising out of such transaction shall be brought exclusively in courts seated in Kent County, Michigan or the Federal District Court, Southern Division of Michigan, and Buyers agreement to such exclusive jurisdiction and venue is a condition of sale.
- **RETURN POLICY.** Products purchased on-line more than 60 days from the purchase date may not be returned for credit. There will be a 15% restocking fee and the product must be in "stockable" condition. Returns require prior authorization by X-Rite and will be conveyed to the customer via an RMA (Return Authorization) number. Approval for returns of units without a replacement order must have approval by the Sales Manager, who will contact the involved sales rep. Any product being returned to X-Rite must be marked with the RMA number and sent freight prepaid.