



General Terms and Conditions of Sale (US)

1. TERMS. These Terms and Conditions of sale (“Terms”) apply to the sale, licensing and other provision of Seller’s Products to Buyer. “Products” shall mean equipment, software and any other goods and Services provided by Seller to Buyer. “Services” shall mean training, installation, and any other services provided by Seller to Buyer including maintenance and repair services provided under Seller’s Care Plans. “Sales Contracts” shall mean these Terms, all documents and agreements referenced herein or referencing these Terms, and all other documents and agreements expressly agreed upon by both parties regarding the provision of Products by Seller to Buyer, which may include, without limitation, Seller’s quotations/proposals, Statement of Work (SOW), Product Specifications, any documentation accompanying Products, End User License Agreements, Software as a Service Agreement and Care Plans T&Cs. Unless otherwise agreed in writing by Seller in a Sales Contract, no other terms and conditions shall apply to the sale or other provision of Seller's Products to Buyer and Seller hereby objects to and rejects any additional or different terms and conditions including without limitation those appearing on, incorporated by reference in, or attached to, Buyer’s purchase orders or other documents. Buyer's acceptance of the delivery of the Products will constitute its acceptance of these Terms.

2. PRICES. Unless otherwise agreed to in writing by Seller, Seller’s prices are exclusive of freight, insurance and delivery charges, if any.

3. TAXES. All applicable sales, use, excise, gross receipts and other taxes are the responsibility of the Buyer and Buyer shall promptly pay or reimburse Seller for payment of any such taxes on demand. If Buyer claims an exemption from such taxes, an exemption certificate must be furnished to Seller.

4. PAYMENT. Products are invoiced at the time of shipment. Payment of invoices will be due within thirty (30) days of the date of invoice, unless otherwise stated in writing by Seller. The price for Products is payable only in U.S. currency unless otherwise stated in writing by Seller. Any amounts not paid when due shall be considered delinquent and

shall be subject to an interest rate of 1.5% per month (or the highest rate permitted by law), or part thereof, that the amount remains delinquent. Additionally, Seller reserves the right, among other remedies available to it by law or under a Sales Contract, to terminate a Sales Contracts or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment or invoice where same becomes due. Should Buyer’s financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the goods theretofore delivered.

5. SHIPMENT. Any shipment date reflected on a Buyer’s order is an estimate only and is not guaranteed. Seller shall not incur any liability for failure to ship on a particular date unless a firm shipping date has been expressly agreed to in a separate written agreement. Unless otherwise agreed in writing by Seller, freight costs, insurance, and duty will be the Buyer’s responsibility from the shipping point to the final destination. Risk of loss shall pass to Buyer when the Products are first placed in the possession of a common carrier. Claims against the carriers shall be the responsibility of Buyer.

6. WARRANTIES. Seller warrants the Products in accordance with its standard warranty policy, attached hereto. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH OR ARISING OUT OF A SALES CONTRACT. SELLER WILL NOT BE LIABLE FOR ANY LOSS OF USE, DATA, OR OTHER ECONOMIC ADVANTAGE, WHETHER OR NOT IT HAS BEEN ADVISED OF



THAT POSSIBILITY. SELLER'S MAXIMUM LIABILITY UNDER ANY SALES CONTRACT, REGARDLESS OF LEGAL THEORY, WILL NOT EXCEED THE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM. FOR THE AVOIDANCE OF DOUBT, SELLER WILL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO BUYER'S HARDWARE, SOFTWARE, SYSTEMS, DATA, PROGRAMS OR THE LIKE. BUYER WILL MAINTAIN APPROPRIATE BACKUP COPIES AND IMPLEMENT OTHER PRACTICES TO SAFEGUARD ITS INFORMATION, HARDWARE, SOFTWARE, SYSTEMS, DATA, PROGRAMS OR THE LIKE.

8. INDEMNITY. A. Buyer will indemnify, defend and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and representatives from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and costs) of any kind or nature whatsoever arising out of any third party claims or suits resulting from (a) Buyer's negligent act or omission in connection with the purchase, storage, use sale, shipment, promotion, or distribution of Product sold hereunder or of any goods (including their manufacture and sale) in which Product is incorporated; (b) product liability claims relating to the manufacture, promotion or sale of Buyer's goods incorporating Products; (c) claims of contributory infringement or inducement of infringement against Seller based on infringement by Buyer of any third party intellectual property right(s) covering Buyer's goods incorporating Product, including all materials or intermediates produced or used in their manufacture (excluding Product) or method(s) for its manufacture or use; and (d) Buyer's breach of Section 12 of these Terms and Conditions of Sale. B. NOTICE OF CLAIM. Promptly after receiving notice of any claim or lawsuit to which this Section applies, Seller will notify Buyer in writing, and Buyer will immediately assume responsibility at its sole expense for the handling and defense of such claim or suit on behalf of Seller. The parties will fully cooperate with each other in such defense.

9. FORCE MAJEURE. Either party's failure to perform its obligations hereunder (except to make payments hereunder) shall be excused to the extent and for the period of time such nonperformance is caused by an event of force majeure, including but not limited to war, invasion, fire, explosion, flood,

riot, strikes, acts of God, delays or defaults of carriers, energy shortage, failure or curtailment in Seller's usual sources of supply, acts of government, its agencies or instrumentalities, or contingencies or causes beyond such party's reasonable control; provided, however, that the non-performing party notifies the other party in writing promptly following the commencement of such force majeure.

10. INTELLECTUAL PROPERTY. Each party retains all right, title, and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Buyer does not acquire any ownership interest in any intellectual property incorporated into or related to the Products. Buyer will not enforce against Seller, its vendors or its other customers, any copyrights or patent or other intellectual property included in any system, process or business method utilizing any intellectual property in Products provided to Buyer. Buyer may not remove, modify, or obscure any Product marking and/or any copyright, trademark, or other proprietary rights notices that appear on any Products.

11. SOFTWARE. Any use of software that is a Product or embodied within a Product shall be governed by the applicable End User License Agreement accompanying the Products, attached hereto or available at <http://www.xrite.com/TermsAndConditions> ("EULA"). All hosted software services are available to Buyer and subject to the applicable Software as a Service Agreement attached hereto or available at <http://www.xrite.com/TermsAndConditions> ("SaaS Agreement"). Notwithstanding any other term or condition herein, neither title to the software, nor proprietary rights to the software, shall be transferred to Buyer. Software comprises proprietary information and technology of Seller and Buyer may be required to adhere to certain nondisclosure obligations set forth in the aforementioned license agreement.

12. CARE PLANS SERVICES. All Care Plan Services sold to Buyer are subject to Seller's Service Care Plans Terms and Conditions attached hereto or otherwise available at <https://www.xrite.com/page/terms-conditions> ("Care Plans T&C").



13. COMPLIANCE WITH EXPORT LAWS.

Buyer shall comply with all applicable export laws, restrictions and regulations of any United States or other applicable foreign agency or authority. Buyer agrees that it shall not export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns from Seller in violation of any such laws, restrictions or regulations.

14. GOVERNING LAW. The Sales Contract shall be governed by, and interpreted in accordance with the laws of the State of Michigan.

15. ARBITRATION. Any controversy or claim arising out of or relating to the Sales Contract or the breach thereof shall be settled by arbitration in accordance with the rules then in place of the American Arbitration Association and judgment upon the award rendered may be entered in courts seated in Kent County, Michigan or the Federal District Court for the Western District of Michigan having jurisdiction. Notwithstanding the preceding sentence, Seller shall be entitled to bring an action against

Buyer in the Courts of the jurisdiction or place where Buyer is established, domiciled or operating, if the action concerns (1) the collection of a debt, money owed or nonpayment of invoices, or the return of property, (2) to enforce Seller's Intellectual Property rights, including patents, trademarks, copyrights, trade secrets, internet domain names, or any other Intellectual Property rights, or (3) the breach of any confidentiality obligations.

16. ASSIGNMENT. Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

17. ORDER OF PRECEDENCE. In case of any conflict between these Terms and any other Sales Contract, the latter will control. Any modifications to a Sales Contract must be in writing and signed by both parties.



X-RITE WARRANTY POLICY

1. **Equipment Warranty.** Seller warrants that the equipment purchased from X-Rite conforms to Seller's published specifications and is free from defects in materials and workmanship for 12 months from the date of shipment from Seller's facility or a longer period required by local laws. Unless otherwise provided herein, this warranty covers both the parts and labor necessary to correct any non-conformities or defects with the equipment. Equipment not manufactured by Seller are not covered by this Warranty Policy. Seller will instead pass through transferable manufacturer's warranties. PARTS AND CONSUMABLE PRODUCTS INCLUDING WITHOUT LIMITATION BATTERIES, ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND.

2. **Software Warranty.** Seller warrants its software products as provided in the license, software-as-a-service, or similar documentation accompanying the software. If no such documentation accompanies any software, provided the software is used under normal operating and maintenance conditions, Seller warrants that licensed software will perform substantially in accordance with Seller's published specifications and any accompanying user documentation for 90 days from receipt, and subscription or software-as-a-service software will be provided in a professional and workmanlike manner in accordance with applicable industry standards through the term of the subscription or software-as-a-service agreement. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN "AS IS" BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND.

3. **Service Warranty.** Seller warrants that it will perform all services in a professional and workmanlike manner in accordance with applicable industry standards, upon performance of the service. EQUIPMENT CLEANING SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND.

4. **Warranty Services.** If any Product fails to conform to the warranty within the warranty period, Buyer must promptly notify Seller Support or the nearest Seller Service Center. Buyer is responsible for packaging and shipping the non-conforming Product to a Seller Service Center as instructed by Seller. Seller shall pay for the return of the Product to Buyer if the shipment is to a location within the same region the Seller Service Center is located, otherwise Buyer is responsible for all shipping charges, duties, taxes, and any other charges. Buyer must provide proof of purchase in the form of a bill of sale or receipted invoice as evidence its warranty claim is within the warranty period for the non-conforming Product. Buyer must not dismantle the non-conforming Product as unauthorized dismantling of any Product will void all warranty claims. Within a reasonable time after receipt of the non-conforming Product and subject to the other provisions herein, Seller will make the necessary repairs or replace the non-conforming Product at its expense after confirmation that the non-conforming Product was stored, installed, maintained and used in accordance with Seller's recommendations, accompanying documentation, published specifications and standard industry practice. Any warranty failures, or warranty repairs or replacement, will not revive an otherwise expired

warranty, or extend the duration of the original warranty period of Product.

5. **Failure to Repair.** If Seller is unable to repair non-conforming Products after a reasonable number of attempts, Seller will provide, at its option, (i) new or used replacement Products provided Buyer returns the non-conforming Products; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. THIS SECTION 5 CONTAINS BUYER'S EXCLUSIVE REMEDIES AND SELLER'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.

6. **Warranty Exceptions.** Seller's warranties herein do not cover failure of warranted Products resulting from: (i) accident, abuse, misuse, neglect, damage after shipment, or any other use not in accordance with Seller's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Seller's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in Seller's accompanying documentation or published specifications; (v) repair or service by anyone other than Seller or its authorized representatives; (vi) any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Seller; (vii) any attachments to the warranted Products not manufactured, distributed or approved by Seller; or (viii) any modifications to the warranted Products not approved by Seller. Seller in its sole but reasonable discretion shall determine whether any of the exceptions herein apply.

7. **Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELLER, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

8. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT OF LIABILITY, SELLER'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE PRODUCTS FURNISHED BY SELLER GIVING RISE TO THE CLAIM.