

# **Star Micronics America, Inc.**

## **Sales Policy**

**Last updated: November 1, 2024 (applicable to all orders on or after that date)**

The following terms and conditions govern the sale of all Star Micronics America, Inc. products and services.

Star Micronics America, Inc. ("SMA") is a New York Corporation based in Somerset, NJ.

SMA is a wholly owned subsidiary of Star Micronics CO., LTD ("STAR").

SMA is a distributor of products sourced from STAR and third party suppliers.

SMA sells products to authorized distributors, OEM manufacturers, and service providers in North America and South America.

Products are designed for general business use. STAR does not attest that the product is designed to meet the individual needs of any specific application or use case. All products are subject to the terms of the STAR and SMA published warranty for such products.

Products purchased from SMA are intended for resale exclusively in North America and South America.

Although products are designed to global standards generally, products are not certified to the specific standards of every country. Any product certifications will be specifically identified on the product's identification seal. Products are only certified by STAR for sales in North America and South America on a regional basis and not for any particular country. Star is not responsible for obtaining additional agency certifications.

STAR products purchased outside of North America and South America are not eligible to be sold in North America and South America.

Global trade with SMA shall follow Incoterms® 2020 as defined by the International Chamber of Commerce to assure clear legal responsibility of SMA and the buyer.

SMA sells products as FCA (Incoterms® 2020) Somerset, New Jersey. Select products may be available for direct factory container shipment as DDP <Destination USA> or FCA <factory port>.

Unless specifically defined by SMA in writing, any tariff, duty, fee, sales, use, value added or other tax assessed by the country, state, province, parish, county, city or other jurisdiction of which the buyer resides, shall be paid by the buyer and shall be the sole responsibility of the buyer.

Certain special orders (which are not on SMA's standard price list) may be available from time to time under a "price exception." Such orders will be sold FCA <factory port> and buyer must arrange all shipping, insurance, and will be importer of record.

An SMA issued RMA is required for all returns. Any return received without an RMA will be rejected by SMA.

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SMA may distribute Special Order Products. "Special Order Products" may include spare parts, products available in special colors, interfaces or models that have low demand, and consumable products such as paper and ribbons. Purchases of Special Order Products are non-cancellable, not returnable, and not eligible for stock rotation. Select Special Order Products with stated Special Order quantity (i.e., 5, 10, 20 and 50) are eligible for maximum of quantity to be stock rotated within the prior 12-month period.

SMA may distribute customized products specifically modified for customers for special requirements that may include special configurations, firmware, interface, branding, labeling, packaging or other customer specific requirements ("Customer Specific Products"). Customer Specific Products may not appear on standard price list and may be available only to select distributor(s) based on customer request. Purchases of Customer Specific Products are non-cancellable, not returnable and not eligible for stock rotation.

STAR reserves all rights of ownership, registration, and control of all STAR names, trademarks, service marks, icons or logos ("STAR Marks") used to market and promote the products and services and all other intellectual property rights. Resellers shall not assert the invalidity or un-enforceability of, or contest the ownership by STAR of, the STAR Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice STAR's rights in the STAR Marks, render these generic, or otherwise weaken their validity or diminish their associated goodwill. All goodwill in any use of the STAR Marks shall accrue to the benefit of STAR. Registration of any of the STAR Marks (or any mark confusingly similar thereto) anywhere in the world is prohibited.

SMA has unilaterally established Star Suggested Resell Price ("SSRP") and Minimum Advertised Price ("MAP") to assist resellers in selling and promoting Star Products, neither of which is part of this Agreement. If applicable to a reseller, it should review and evaluate SSRP and/or MAP as price guidance when promoting Star Product. A reseller's decision about whether to implement MAP and SSRP is its own unilateral decision.

In connection with the resale of STAR products, the reseller shall comply with all applicable laws, regulations and ordinances including but not limited to, California's Proposition 65 labeling requirements and shall bear and be solely responsible for any and all costs of actual or alleged non-compliance, including but not limited to awards of attorneys' fees and penalties.

### General Terms.

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All questions or disputes related to a reseller's compliance with this sales policy, eligibility, or receipt of or availability of benefits, shall be resolved by STAR in its sole discretion.

This sales policy is subject to and made part of the Partner Reseller Program Agreement, if applicable.

This sales policy may be updated by SMA at any time. Revisions shall be effective as of the date of the last revision date identified in this policy. You agree to review this policy periodically to be aware of any revision