Terms and Conditions of Sale

Blueway Trade, LLC · Effective October 21, 2026 · Version 1.0

1. Who we are and when these terms apply

These Terms and Conditions of Sale (the "Terms") govern every sale of products and services by **Blueway Trade, LLC**, a Delaware limited liability company (Delaware file number 6554842), with its mailing address at PO Box 121, 340 W Main St, Birdsboro, PA 19508-0121 ("Seller", "we", "us"), to the customer named in our quotation, order confirmation or invoice ("Buyer", "you").

Seller sells to businesses only. Products are intended for commercial and industrial use and are not offered to consumers for personal, family or household purposes.

These Terms apply to all quotations, order confirmations, deliveries and invoices, whether or not they refer to these Terms. They are posted at https://bluewaytrade.us/terms-of-sale.

2. Order of precedence; Buyer's terms do not apply

A contract is formed only when Seller issues a written order confirmation or ships the products, whichever occurs first. Seller's acceptance of any order is **expressly conditioned on Buyer's assent to these Terms**. Any additional or different terms in Buyer's purchase order, request for quotation, portal or other document are objected to and rejected, and do not become part of the contract, even if Seller does not object to them again or performs the order.

If a specific written quotation or order confirmation states terms that conflict with these Terms, the quotation or order confirmation controls for that transaction only.

3. Quotations and orders

Quotations are valid for 30 days from their date unless they state otherwise, and may be withdrawn before acceptance. Prices, specifications and lead times in a quotation are based on the information Buyer provided; if that information changes, Seller may revise the quotation.

Orders for products that are configured, programmed, printed or sourced specifically for Buyer (including ribbons made to Buyer's size, applicators and configured systems) cannot be canceled once confirmed, except with Seller's written consent and payment of the costs already incurred.

4. Prices and taxes

Prices are in U.S. dollars and do not include sales, use, excise or similar taxes, customs duties, or freight and insurance unless the quotation says so. Buyer pays all such taxes and charges, unless Buyer provides a valid resale or exemption certificate before shipment.

5. Payment

Payment is due on the terms stated in Seller's quotation or order confirmation. Seller may require prepayment, a deposit or other security for first orders, custom products or where Buyer's credit standing changes.

Overdue amounts bear a late charge of 1.5% per month, or the highest rate permitted by law if lower, from the due date until paid. Buyer will reimburse Seller's reasonable costs of collection, including attorneys' fees. If Buyer fails to pay when due, Seller may suspend further deliveries and services until the account is current.

6. Delivery, title and risk of loss

Unless the order confirmation states otherwise, products are delivered FCA Seller's facility (Incoterms® 2020). Delivery dates are good-faith estimates; Seller is not liable for delays, but Buyer may cancel the affected order without charge if a confirmed delivery date is missed by more than 60 days for reasons within Seller's control.

Risk of loss passes to Buyer on delivery in accordance with the agreed Incoterm. Title passes to Buyer on delivery, subject to Seller's security interest under Section 7.

Partial shipments are permitted and may be invoiced separately.

7. Security interest

Until Seller has received payment in full, Buyer grants Seller a purchase-money security interest in the products sold and their proceeds, to secure payment of the purchase price. Buyer authorizes Seller to file financing statements and take other steps reasonably needed to perfect this security interest under the Uniform Commercial Code.

8. Inspection and acceptance

Buyer will inspect the products promptly on receipt. Visible shipping damage must be noted on the carrier's delivery receipt. Shortages, wrong items and other non-conformities that a reasonable inspection would reveal must be reported to Seller in writing within 10 days after delivery. Products not rejected within that period are deemed accepted, without prejudice to the warranty in Section 10.

9. Returns

Products may be returned only with a return authorization number issued by Seller in advance. Standard, unused stock products in their original packaging may be returned within 30 days after delivery, subject to a restocking fee of 15% of the price, unless the return is due to Seller's error.

Custom, configured or printed products, consumables that have been opened (such as ribbons), software and products that have been installed or used cannot be returned except under the warranty.

10. Warranty

Manufacturer's warranty. Each product is covered only by the warranty of the product's manufacturer, on the terms and for the period that manufacturer provides, as set out in Seller's quotation. Seller will pass through to Buyer the benefit of that warranty to the extent the manufacturer permits, and will assist Buyer in making warranty claims.

Services. Seller warrants that the services it provides, such as online machine programming and technical support, will be performed in a workmanlike manner. If they are not, and Buyer notifies Seller in writing within the period stated in Seller's quotation, Seller will re-perform the service. Re-performance is Buyer's sole remedy for a breach of this warranty.

The warranties above do not cover damage caused by misuse, accident, improper installation or maintenance by anyone other than Seller, use with unsuitable media, ribbons or supplies, normal wear (including print heads, platen rollers and other wear parts), or modification of the products.

> **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 10, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ANY TECHNICAL ADVICE, PRODUCT SELECTION OR APPLICATION RECOMMENDATION IS GIVEN AS AN ACCOMMODATION; BUYER IS RESPONSIBLE FOR DETERMINING THAT THE PRODUCTS ARE SUITABLE FOR BUYER'S INTENDED USE.**

11. Limitation of liability

> **TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST PRODUCTION, DOWNTIME, LOSS OF DATA, OR COST OF SUBSTITUTE GOODS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY. SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER WILL NOT EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCTS OR SERVICES THAT GAVE RISE TO THE CLAIM.**

These limitations do not apply to liability for death or personal injury caused by Seller's negligence, or to the extent the law does not permit them.

Any action for breach of contract must be commenced within **one (1) year** after the cause of action accrues.

12. Laser products and safety

Laser marking systems sold by Seller are manufactured and certified by their manufacturer under the U.S. Food and Drug Administration's performance standard for laser products (21 CFR 1040.10 and 1040.11). Buyer must install, operate and maintain them only as described in the manufacturer's documentation and must not remove interlocks, housings or warning labels.

Buyer is responsible for safety at its own facility, including any laser safety program, the appointment of a Laser Safety Officer and the controls required for the product's laser class under ANSI Z136.1 and applicable OSHA requirements. Electrical safety acceptance at Buyer's site (for example a field evaluation by a Nationally Recognized Testing Laboratory) is not included in the price unless the quotation states so.

13. Software

Software supplied with or for the products (including label design software and printer firmware) is licensed, not sold, under the license terms of its publisher, which Buyer agrees to accept. Seller does not grant any rights to software beyond those licenses.

14. Export control

Buyer will comply with all applicable U.S. export control and sanctions laws, including the Export Administration Regulations and regulations administered by the Office of Foreign Assets Control, and will not export, re-export or transfer the products in violation of those laws.

15. Force majeure

Seller is not liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of nature, epidemics, war, terrorism, labor disputes, governmental action, shortages of materials or components, transportation delays, or delays or failures of manufacturers or carriers. Delivery dates will be extended accordingly.

16. Governing law and disputes

These Terms and every contract under them are governed by the laws of the Commonwealth of Pennsylvania, including its Uniform Commercial Code, without regard to its conflict-of-laws rules. **The United Nations Convention on Contracts for the International Sale of Goods does not apply.**

The state and federal courts located in Berks County, Pennsylvania / the Eastern District of Pennsylvania have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and each party consents to their jurisdiction. Seller may nevertheless bring an action to collect payment in any court of competent jurisdiction.

17. General

- **Entire agreement.** These Terms, together with Seller's quotation and order confirmation, are the entire agreement between the parties for each order and supersede all prior communications.
- **Changes.** These Terms may be changed only in a writing signed by both parties. Seller may update the posted Terms; updates apply to orders confirmed after the update.
- **Assignment.** Buyer may not assign any order without Seller's written consent.
- **No waiver.** Failure to enforce any provision is not a waiver of it.
- **Severability.** If any provision is held unenforceable, the rest remains in effect, and the provision will be enforced to the maximum extent permitted.
- **Notices.** Notices must be in writing and sent to Blueway Trade, LLC, PO Box 121, 340 W Main St, Birdsboro, PA 19508-0121, or by email to info@bluewaytrade.us, or to the address Buyer gave in its order.
- **Electronic records.** Quotations, confirmations and invoices may be sent and accepted electronically.

Contact

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