

### Texmate Reseller Labeling Policy

Texmate, Inc. (Texmate) supplies microPLC, panel meter, transducer, panel display and other industrial control products to distributors and resellers (Reseller). Texmate also markets and sells the same products under its own brand and has expended considerable resources to develop both its products and its brand. Reseller customers often desire to rebrand Texmate products and sell them under Reseller's own brand. Texmate, in an effort to protect its brand while meeting the needs of its Reseller customers, has established the following policy to govern such situations. This policy DOES NOT apply to customers who rebrand and resell Texmate products incorporated into their own products, please refer to Texmate OEM Labeling Policy.

Texmate will allow a Reseller customer to remove or replace its brand name on product labeling consisting of faceplate, unit label, box label, sell sheet and datasheet (user manual) only under the following conditions:

1. Reseller pays a 10% rebranding fee using one of the following options:
  - a. Reseller buys product labeling from Texmate, who will fabricate the labeling using Reseller's supplied artwork; the rebranding fee will be incorporated into the cost of the product labeling, which will be subject to minimum order requirements. Texmate will apply this labeling at the time of manufacture.
  - b. Reseller pays the rebranding fee directly, which shall be charged on a Texmate quote and/or invoice, such fee shall be 10% of the list price and shall not be subject to further discounts per Texmate ordering policies. Texmate shall approve Reseller's labeling before Reseller fabricates and applies labeling to the product themselves.
2. The unit label shall have the following phrase near Reseller's brand, "Manufactured for [Reseller] by Texmate, Inc., Carlsbad, CA USA" in a small font that shall be visually legible from a distance of 12 inches from an observer's eyes.
3. Texmate reserves the right to emboss/deboss its brand (stylized TEXMATE) into the plastic bezel that holds the faceplate in place and/or into the plastic enclosure or endplate. Such emboss/deboss shall be small but legible from a close distance so as to minimize impact on Reseller's branding, and shall not be obliterated, covered or otherwise altered in any way.
4. A Reseller Agreement between Reseller and Texmate shall be fully executed.
5. Failure to meet these requirements will render Texmate's warranty and service support null and void. Any product returned to Texmate for non-defective product return, warranty return or any other service support that is found to violate these requirements shall be immediately returned to the sender at sender's expense.