

Texmate OEM Labeling Policy

Texmate, Inc. (Texmate) supplies microPLC, panel meter, transducer, panel display and other industrial control products to Original Equipment Manufacturers (OEM) for incorporation into their own products. 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. OEM customers often desire to rebrand Texmate products to be consistent with their own branding on the products into which Texmate's product is incorporated. Texmate, in an effort to protect its brand while meeting the needs of its OEM customers, has established the following policy to govern such situations. This policy DOES NOT apply to customers who rebrand and resell Texmate products directly, please refer to Texmate Reseller Labeling Policy.

Texmate will allow an OEM customer to remove or replace its brand name on the product faceplate under the following conditions:

1. OEM pays a 5% rebranding fee using one of the following options:
 - a. OEM buys a custom faceplate from Texmate, who will fabricate the faceplate using OEM's supplied artwork; the rebranding fee will be incorporated into the cost of the faceplates, which will be subject to minimum order requirements.
 - b. OEM pays the rebranding fee directly, which shall be charged on a Texmate quote and/or invoice. Such fee shall be 5% of the list price and may be subject to further discounts per Texmate ordering policies.
2. Texmate's original product label shall not be removed, changed, covered whole or in part by another label, or otherwise modified or altered in any way.
3. Texmate's product datasheet (user manual), if made available to OEM's customers, shall not be modified or altered in any way to change or alter any content, Texmate branding, or add OEM branding without Texmate's express written consent.
4. Texmate reserves the right to emboss/deboss its brand (stylized TEXMATE) into the plastic bezel that holds the faceplate in place. Such emboss/deboss shall be small but legible from a close distance so as to minimize impact on OEM's branding, and shall not be obliterated, covered or otherwise altered in any way.
5. An OEM Agreement between OEM and Texmate shall be fully executed.
6. 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.