



TERMS AND CONDITIONS OF SERVICE AGREEMENTS

1. **Acceptance.** These Terms and Conditions of Service Agreements (“Terms”) supplement the Service Agreement Order Form signed by the parties (these Terms, the Service Agreement Order Form and any other standard form Service Agreement document provided by Company in connection with the Service Agreement purchased by Customer hereinafter referred to as “Service Agreement”). CUSTOMER’S SIGNATURE ON THE SERVICE AGREEMENT ORDER FORM ACKNOWLEDGES CUSTOMER HAS READ AND UNDERSTANDS THE SERVICE AGREEMENT AND CONSTITUTES ITS ACCEPTANCE OF THE SERVICE AGREEMENT.

2. **Services.**

(a) Company shall provide the maintenance services included in the Service Agreement, if any, for the equipment identified in the Service Agreement (“Equipment”), repair services included in the Service Agreement, if any, for the Equipment if the Equipment fails to conform to Company’s specifications, and any other services included in the Service Agreement (collectively, “Services”).

(b) The pricing in the Service Agreement is based on Company performing Services at the Customer Site provided in the Service Agreement. If Customer relocates Equipment, Company may increase pricing if such relocation affects Company’s cost of performing its obligations.

(c) Any replacement parts provided pursuant to the Service Agreement will be new or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of Company. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event Company’s obligation shall be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.

(d) Company shall provide Services during Company’s standard local business hours, which excludes weekends and Company holidays. Company will provide Services on Customer’s premises unless it is necessary to remove Equipment for Service, or a portion thereof, to the Company’s repair depot for maintenance.

(e) The following services are not included in the Service Agreement and Customer shall be charged separately for any such service, unless otherwise expressly provided in the Service Agreement: (1) maintenance of accessories or attachments; (2) maintenance of Equipment if Customer’s modification of Equipment has materially increased cost of maintenance; (3) overhauling or rebuilding of Equipment; (4) replacement of thermal transfer print-heads; and (5) de-installation or reinstallation of Equipment or any part thereof at Customer’s request. The Service Agreement does not cover repairs or maintenance resulting from: (i) Customer misconduct, accident, neglect or misuse; (ii) failure of installation site to conform to Company’s applicable specifications; (iii) failure or inadequacy of electric power, humidity or air control; (iv) Customer’s use of supplies and other consumables not approved by Company for use with Equipment; (v) Customer’s failure to follow operating procedures provided by Company; (vi) service or maintenance performed by a third party or an unauthorized representative of Company; and (viii) Force Majeure.

(f) In order to ensure committed response time, Company may provide service through a Videojet service engineer or through service engineer employed by an authorized Videojet Distributor.

3. **Billing and Payment.**

(a) Payment shall be made by the Customer in ADVANCE alongwith signed contract unless otherwise agreed in writing by Company.

(b) The fee for the Service Agreement is based on Company performing Services at the location identified in the Service Agreement Order Form. If Customer relocates Equipment or any part thereof, Company may increase the fee if such relocation affects Company’s cost of performing its obligations hereunder.

(c) Unless otherwise specifically indicated by Company, prices are exclusive of all duties & taxes, shipping and related fees, except only taxes based on Company’s income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Company prior to invoicing or such taxes or duties will be charged to Customer; provided, however, if Company does not collect such items from Customer and Company is later requested or required to pay the same to any taxing authority, Customer shall promptly make payment to Company or directly to such taxing authority if requested by Company.

(d) If Equipment is located beyond Company’s standard local service area, Customer agrees to pay prevailing travel rates incurred by Company or Company’s authorized representative in connection with performing its obligations hereunder.

(e) Payments are not subject to setoff or recoupment for any present or future claim Customer may have.

4. **Customer’s Obligations.** Customer shall: (i) exercise reasonable care in operation and normal maintenance of Equipment; (ii) operate Equipment within Company’s published specifications (including, without limitation, all environmental specifications); (iii) maintain Equipment in conformance with Company’s maintenance standards, which shall include following and performing Company’s recommended customer care and cleaning program between calls of Company’s service representative; (iv) properly maintain installation site and operating environment; (v) provide necessary utility services for use of Equipment in accordance with Company’s specifications; and (vi) use only Videojet branded consumables and fluids with the Equipment.

5. **Limited Warranty.** Company represents and warrants that for 30 days after delivery of the Services (or a different period provided by Company’s warranty practices) the Services will be performed in a professional and workmanlike manner in accordance with applicable industry

standards. 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, AND COMPANY GIVES NO OTHER WARRANTIES IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED PURSUANT TO THE SERVICE.

No employee or agent of Company, other than an officer of Company by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Customer’s sole and exclusive remedy for breach of warranty shall be, in Company’s sole discretion, repair or replacement, or refund if the foregoing is not possible.

6. **Remedies and Liability.**

(a) Without waiving any other rights or remedies available to it under applicable law or otherwise, Company may suspend provision of Services hereunder until all past-due accounts of Customer are fully satisfied.

(b) Company’s rights and remedies herein are in addition to, and not in lieu of, any other rights or remedies Company may have at law or in equity.

(c) EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL, EQUITABLE OR STATUTORY CLAIM, CAUSE OF ACTION OR LEGAL THEORY. MOREOVER, COMPANY’S MAXIMUM LIABILITY HEREUNDER REGARDLESS OF LEGAL THEORY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY PURSUANT TO THE SERVICE AGREEMENT. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR COSTS RESULTING FROM ANY DELAYS IN PERFORMANCE.

7. **Terms.**

(a) The Service Agreement is effective during the Term identified in the Service Agreement Order Form.

8. **Force Majeure.** Except for Customer’s payment obligations, neither party shall be liable for delays in performance or nonperformance, in whole or in part, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of the government, or other similar causes (“Force Majeure”). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (i) extend the time for performance for the duration of the event, or (ii) cancel all or any part of the unperformed part of the Service Agreement and/or any Purchase Order if such Event lasts longer than sixty (60) days. If an Event affects Company’s ability to meet its obligations at the agreed upon pricing, or Company’s costs are otherwise increased as a result of such Event, Company may increase pricing accordingly upon written notice to Customer.

9. **Assignment; Successors and Assigns.** Customer may not assign the Service Agreement without Company’s prior written consent. Any assignment contrary to this Section shall be null and void. The Service Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. **Governing Law; Venue; Actions; Attorneys Fees.** The Service Agreement is governed by and construed in accordance with the laws of country viz. India and local geographic designation in which Company’s main place of business is located, without regard to conflicts of laws provision. Any dispute/issue with regard to this Agreement should be resolved amicably by and between the parties to this Agreement at very first instance, if both the parties fail to resolve their dispute/issue amicably, such dispute/issue shall be referred to the Arbitration. Wherein both the parties shall appoint their own Arbitrator independently, such appointed Arbitrators shall mutually appoint an Umpire/Third Arbitrator. The proceedings of Arbitration shall be in English language and place of such Arbitration shall be in Navi Mumbai. Any objection/action brought by Customer pursuant to the Service Agreement must be commenced within the earlier of one (1) year from the date of delivery of Services or occurrence of the event, giving rise to the claim, or such claim will be forever barred.

11. **Miscellaneous.** The documents comprising the Service Agreement are the sole and exclusive terms and conditions applicable to the Service Agreement purchased by Customer. Company hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in, or attached to, Customer’s orders or other documents. In the event of any conflict between any of the documents comprising the Service Agreement, the descending order of precedence will be the Service Agreement Order Form, these Terms and any standard form Service Agreement document provided by Company in connection with the Service. If any provision of the Service Agreement to any extent is declared invalid or unenforceable, the remainder of the Service Agreement will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Either party’s failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. If any term in the Service Agreement is declared invalid or unenforceable to any extent, the remainder of the terms in the Service Agreement will not be affected thereby, and will continue to be valid and enforceable to the fullest extent permitted by law. The expiration of the Service Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such expiration.