



## TERMS & CONDITIONS OF SALE

### 1. Acceptance

The following terms and conditions of sale are applicable to all quotations, purchase orders and/or requests for service ("Order(s)") and are the only terms and conditions applying to the sale of Videojet Technologies (S) PTE. LTD.'s (Seller") products or services except those which relate to prices, quantities, delivery schedules and the description and specifications of the products. Seller hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to Buyer's Order documents. Buyer's acceptance of products or services called for in an Order shall constitute its acceptance of the following terms and conditions.

### 2. Billing and Payment

(a) Payment shall be due upon the later of receipt of invoice or delivery of the goods ordered. Seller reserves the right to assess service charges of one percent (1%) per month on overdue accounts. However, if in Seller's opinion, Buyer's financial condition reasonably appears to call for such action, Seller may require payment in advance.

(b) Prices quoted are exclusive of, and Buyer agrees to pay, any federal, state or local excise, sales use, personal property or any other tax, excepting only taxes based on Seller's income.

### 3. Place of Delivery and Method of Tender

(a) All prices are Ex-Works Seller' s [premises in Singapore]. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation. Buyer agrees to pay all transportation charges and customs or import duties incurred after the goods are delivered to the carrier.

(b) Where Buyer furnishes special transportation instructions, any special expenses are to be borne by the Buyer, including special handling, packaging and additional freight charges.

(c) When "export packing" is required, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer.

(d) Risk of loss or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the point of shipment, and Buyer shall have the responsibility of filing any damage claims with the carrier.

### 4. Installation

Unless otherwise specified in writing on a quotation provided by an authorized representative for installation, Seller agrees to make installation and on-site technical support services available at Seller's then-prevailing rates.

### 5. Maintenance

Buyer assumes responsibility for maintenance on the goods sold to Buyer. Seller agrees, however, to make maintenance services available at its then-prevailing rates.

### 6. Warranties

Seller warrants its products and services in accordance with its standard warranty policy posted on Seller's website at <https://www.videojet.sg/sg/homepage/resources/terms-and-conditions.html>, also attached hereto and incorporated herein as Attachment 1. A written copy of those policies accompanies these terms and conditions or is available upon request. THE WARRANTIES CONTAINED IN THE SELLERS STANDARD WARRANTY POLICY ARE IN LIEU OF ALL OTHER WARRANTIES. TO THE FULL EXTENT PERMITTED UNDER ALL APPLICABLE LAWS, THE SELLER DISCLAIMS, AND BUYER HEREBY WAIVES, ANY AND ALL OTHER EXPRESS OR IMPLIED TERMS CONDITIONS AND/OR WARRANTIES INCLUDING THE IMPLIED TERMS CONDITIONS AND/OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR SATISFACTORY QUALITY.

### 7. Limitation of Remedies

IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS HEREUNDER INCLUDING, WITHOUT LIMITATION, THOSE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT, SELLER'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY SELLER, SAVE THAT NOTHING IN THIS AGREEMENT SHALL LIMIT THE SELLER'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SELLER'S NEGLIGENCE OR FRAUD.



#### **8. Remedies**

Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder, or under or pursuant to any other contract with Buyer, until all past-due accounts of buyer to Seller have been satisfied in full. If Buyer fails to make payment when due and Seller determines its obligations hereunder to be insecure, Buyer shall promptly return to Seller, on demand, all Products furnished to Buyer hereunder for which payment in full has not been made, and if Buyer fails to so return such Products, Seller may, to the extent permitted by law, with or without notice and with or without legal process, enter upon any premises where such Products may be located and take possession of the same. Seller may then sell such Products, with or without notice, at private or public sale at which Seller may purchase and the proceeds of such sale, less expenses of retaking, repairing, holding and reselling, will be applied to the unpaid purchase price without release of any deficiency, which deficiency (if any) shall be promptly paid by buyer. Any surplus above the unpaid balance shall however be remitted by Seller to Buyer.

#### **9. Propriety Rights**

Seller shall retain all intellectual property and ownership rights to designs, drawings, plans, specifications, technical data and information, whether patentable or not, arising out of the sale or other provision of products and/or services to Buyer including, without limitation, those that evolve as a result of Seller rendering engineering services to and designing systems for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights which include any system, process or business method utilizing or otherwise relating to products and/or services delivered pursuant to an Order. Seller will not furnish any data, other than installation and specification data, unless it is specifically agreed in an Order. The parties will separately negotiate rights and price for such data.

#### **10. Hazardous Materials**

Buyer acknowledges that certain supplies covered by this Agreement may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of specific safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to hold Seller harmless against any claims by Buyer or its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

#### **11. Delay**

- (a) Delivery dates are approximate and not guaranteed. Seller will not be liable for any damages or costs resulting from any delays in performance.
- (b) Buyer may terminate a non-custom Order without penalty only for delays in excess of 30 days, and only as to the undelivered portion

#### **12. Force Majeure**

(a) Seller is not liable for loss, damage, detention or delay due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, war, riot, delays in transportation, government restrictions or embargoes or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in delivery by the Seller which is not due to any delay caused by the Buyer in excess of ninety (90) consecutive days, Buyer has the right to terminate its Order as to the undelivered portion thereof without penalty.

#### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of Singapore without regard to the conflicts of laws provisions.

If any dispute arises out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties agree to endeavour to settle the dispute in accordance with the Rules of Mediation and Conciliation of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated herein by reference.

Any issue or claim not resolved by conciliation shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Centre Rules for the time being in force which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of [one/three] arbitrator(s) to be appointed by the Chairman of SIAC. The language of the arbitration shall be English.

#### **14. Entire Agreement**

The above Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions or obligations, referring to the subject matter not contained herein. Any modification hereto shall be in writing and signed by both parties.

#### **15. Order Cancellation**

Orders received from Buyer cannot be cancelled without the prior written consent of Seller. Should seller accept any cancellation, Buyer shall pay Seller for restocking charges/Order cancellation charges equal to 30% of Order value plus all freight and handling charges incurred.



## ATTACHMENT 1 Warranty Policy

- 1. Equipment Warranty.** The Seller, Videojet Technologies (S) PTE. LTD. ("Videojet"), warrants that the printing and coding equipment purchased from Videojet conforms to Videojet's published specifications and is free from defects in materials and workmanship. Unless otherwise provided herein, this warranty covers both the parts and onsite labor necessary to correct any non-conformities or defects with the equipment. For parts necessary to correct any non-conformities or defects, the warranty period extends until the earlier of (i) 365 days after date of installation of equipment or, (ii) 15 months after date of shipment of equipment from Videojet's facility. For any onsite labor necessary to correct any non-conformities or defects, the warranty period extends until the earlier of (i) 90 days after date of installation of equipment or (ii) 270 days after date of shipment of equipment from Videojet's facility. Below are exceptions to the above warranty:  
Wolke m600 Advanced and m600 OEM Controllers and Compatible Print Heads - THIS STANDARD WARRANTY DOES NOT APPLY. Contact your local sales representative for a copy of the applicable warranty. All other Wolke branded equipment is subject to this Warranty Policy.  
Label Print and Apply (LPA) Equipment, Model 9550 Thermal Printheads and rollers - THIS STANDARD WARRANTY DOES NOT APPLY. These parts are warrantied for a period of 90 days from shipment of the Equipment or 15 Kilometers of linear print distance, whichever comes first. A printhead is considered to be eligible for a warranty claim if it has 3 dead print elements.  
Laser Equipment - Warranty period for parts and onsite labor extends until the earlier of (i) 365 days from date of installation or (ii) 15 months from date of shipment. Warranty period for laser tubes extends for an additional 365 days.  
Equipment Purchased by OEMs/Resellers - Warranty period for parts extends for 365 days after shipment. Warranty period for onsite labor extends until the earlier of (i) 90 days from date of installation at the end user site or (ii) 270 days from date of shipment to OEM/Reseller.  
Products not Manufactured by Videojet – Videojet will pass through transferable manufacturer's warranties.
- 2. Parts Warranty.** Videojet warrants that: (i) non-consumable parts and non-wear spare parts will conform to Videojet's published specifications and be free from defects in workmanship and materials for 365 days from date of shipment; (ii) consumable spare parts, including, without limitation, filters, focusing lens, lens protectors, mirrors, knives, transport belts, feed rollers, and thermal transfer printheads, print rollers, print platters for Thermal Transfer Overprint products, shall conform to Videojet's published specifications and will be free from defects in workmanship and materials at the time of shipment; (iii) wear parts include, without limitation, non-thermal transfer printheads, 1000 series continuous inkjet printer ink systems (also referred to as printer core), and laser tubes shall conform to Videojet's published specifications and will be free from defects in workmanship and material at time of shipment. Videojet warrants used and refurbished parts for 90 days from the date of shipment. **Label Print and Apply (LPA) Equipment- specifically, for Model 9550 Thermal Printheads and rollers that are purchased as a new replacement part on Equipment, the warranty period is 90 days from shipment of the replacement part or 15 Kilometers of linear print distance, whichever comes first.**
- 3. Supplies Warranty.** Videojet warrants that its supplies, which include inks, ribbons, makeup fluids and other consumable products (excluding consumable spare parts), will conform to Videojet's published specifications and will be free from defects in workmanship and materials through the stated "best when used before date" appearing on the container.
- 4. Software Warranty.** Videojet warrants that for the earlier of 90 days from installation or 120 days from shipment, its software will perform substantially in accordance with Videojet's published specifications and any accompanying user documentation, if the Software is used under normal operation and maintenance conditions. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN "AS IS" BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
- 5. Warranty Services.** Should any failure to conform to the warranty appear within the warranty period (or 30 days after shipment for consumable spare parts), Buyer must promptly notify Videojet in writing. Within a reasonable time thereafter and subject to the other provisions herein, Videojet will make the necessary repairs at its expense after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with Videojet's recommendations, accompanying documentation, published specifications and standard industry practice. Onsite warranty services will be performed at the location of the goods if the location is within 50 miles of a Videojet service center (a list of Videojet's current service centers may be obtained from Videojet's sales representatives or offices) and only between the hours of 8:00 a.m. and 4:30 p.m. local time, excluding weekends and holidays. For locations farther than 50 miles from a Videojet service center, Buyer shall ship the goods at Videojet's expense to Videojet for repair and/or replacement after obtaining a valid Return Material Authorization number, or request onsite service at Videojet's then prevailing rates for the travel time and expenses of Videojet's technician.
- 6. Failure to Repair.** If Videojet is unable to repair warranted goods after a reasonable number of attempts, Videojet will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. THIS SECTION 6 CONTAINS BUYER'S EXCLUSIVE REMEDIES AND VIDEOJET'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.
- 7. Warranty Exceptions.** Videojet's warranties herein do not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect or any other use not in accordance with Videojet's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Videojet's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in Videojet's accompanying documentation or published specifications; (v) repair or service by anyone other than Videojet or its authorized representatives; (vi) the warranted goods or any part thereof, including without limitation the ink system and thermal transfer printheads, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Videojet; (vii) any attachments to the warranted goods not manufactured, distributed or approved by Videojet; or (viii) any modifications to the warranted goods not approved by Videojet. This Warranty Policy covers goods owned, leased or otherwise held only by Buyer at all times (and no other third parties), and located only in the United States, Puerto Rico and the Caribbean countries, unless otherwise prohibited by law. Videojet warrants that all services shall be performed in a professional and workmanlike manner in accordance with applicable industry standards for 30 days after performance. For the avoidance of doubt, repeat services on any equipment required to repair any prior or new issues are not covered by this warranty unless such issues arise from previous services provided by Videojet that failed to meet this service warranty. Videojet in its sole but reasonable discretion shall determine whether any of the exceptions herein apply.
- 8. Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF VIDEOJET, OTHER THAN AN OFFICER OF VIDEOJET, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.
- 9. Limitation of Liability.** IN NO EVENT WILL VIDEOJET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT OF LIABILITY, VIDEOJET'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY VIDEOJET GIVING RISE TO THE CLAIM.