

Terms and Conditions of Use for Heidelberg Assistant

1 Scope of applicability

The following Terms and Conditions of Use for Heidelberg Assistant of Heidelberger Druckmaschinen AG, Kurfürsten-Anlage 52-60, 69115 Heidelberg, Germany (“Heidelberg”) apply to the use of all web-based applications and services that Heidelberg provides under the general name “Heidelberg Assistant” (“Services”). Heidelberg is constantly developing the functionality and scope of its Services. The current range of Services at any time is described at www.heidelberg.com.

2 Definitions

2.1 The “Customer” is the natural or legal person who has, in accordance with 3.1, successfully and properly concluded the “Framework Agreement” as defined in 3.1.

2.2 “Users” are all persons who use Services.

2.3 “Administrators” are users who are authorized to create and manage other users.

3 Effective date of the Terms and Conditions of Use, authorization to use Services

3.1 A requirement for the use of Services is that the Customer is registered with Heidelberg and accepts the Terms and Conditions of Use online.

The respective Terms and Conditions of Use become effective between the Customer and Heidelberg when the Customer receives confirmation or, at the latest, when the Customer can use the respective Services for the first time.

A framework agreement is concluded between Heidelberg and the Customer (“Framework Agreement”) when the Terms and Conditions of Use become effective.

3.2 Heidelberg offers the Terms and Conditions of Use in many languages. In cases of doubt regarding the interpretation of the Terms and Conditions of Use, the language in which the Customer accepted the Terms and Conditions of Use always applies.

3.3 The Customer is entitled to use certain Services free of charge when the respective Terms and Conditions of Use become effective.

4 Scope of offering

4.1 The Services are intended for Customers based in one of the target countries. As Heidelberg is continuously extending the range of its Services, the list of target countries can grow at any time.

4.2 Geographically, the Services are available in all target countries listed on www.heidelberg.com.

4.3 Heidelberg provides the Customer with access to Services through the customer portal, where the Customer can manage its settings (“User Account”).

4.4 A requirement for using Services via the respective access point is a User Account, unless stated otherwise in the Terms and Conditions of Use.

4.5 Heidelberg reserves the right to deactivate the Services for security reasons (e.g. in the event of gaps in security) or other important reasons.

4.6 The provision and use of Services may be subject to restrictions with regard to the current state of the art beyond the scope of Heidelberg’s control. This relates in particular to the availability of the wireless data connection provided by wireless carriers, the wireless network and Internet access. Thus, the Services are geographically limited to the reception and transmission range of the base stations operated by the respective wireless carrier. In individual cases, the non-availability of the wireless network can lead to individual Services not being available as the necessary data transfer cannot occur. In addition, short-term capacity bottlenecks can arise from peak loads on Services, wireless and fixed networks and on the Internet.

Disruptions can also arise due to force majeure, including strikes, lockouts and official orders, and on account of technical and other measures (e.g. repairs, maintenance, software updates, extensions) necessary on Heidelberg systems or those of downstream or upstream providers, content providers and network operators, which are necessary for the proper or improved performance of Services.

4.7 Heidelberg reserves the right to amend and supplement the Terms and Conditions of Use if this is to the benefit of the Customer or is reasonable for the Customer, taking Heidelberg’s interests into account. In particular, Heidelberg reserves the right to extend the function of Services at any time and to add new Services, and to amend or supplement the Terms and Conditions of Use accordingly.

5 Requirements for use

5.1 The Customer requires a compatible device to be able to use the Services.

5.2 The technical requirements for the use of individual Services are listed on www.heidelberg.com.

5.3 The conclusion of a separate, paid contract is required for the use of certain additional services not included in the scope of Heidelberg Assistant (including, but not limited to, *service reports*, *performance analysis* and *predictive monitoring*). Separate terms and conditions of use apply for Heidelberg eShop.

6 Fees and costs

6.1 There is no charge for concluding the Framework Agreement or using the free Services.

6.2 Any costs for wireless data connections that arise when the Customer accesses the customer portal or User Account on a compatible device or using other transmission media or telecommunication equipment must be paid by the Customer and are based on the rates of the respective provider used by the Customer.

7 Duties of the Customer

7.1 The content and layout of Heidelberg Assistant are protected by copyright. For reasons of copyright law, the storage and reproduction of texts, pictures or graphics is not permitted, unless this was first expressly approved in writing. The only exception to this is information expressly authorized, made available by download and that cites its source.

7.2 The embedding of Heidelberg Assistant into other websites or panels is only permitted with Heidelberg's prior express written approval.

7.3 For all content transferred to Heidelberg protected by intellectual property rights (e.g. documents, images, audio files or videos), the Customer guarantees that it owns the necessary rights and expressly grants Heidelberg a non-exclusive, transferable, sublicensable, free, global license to use such content.

7.4 The Customer undertakes not to upload any illegal documents, viruses, Trojans or other malicious code.

7.5 The Customer undertakes not to perform any actions that violate the rights of other persons, impair the availability or appearance of the Services, or that could disrupt Heidelberg's online presence or other functionality.

8 Term and termination

8.1 The Framework Agreement is concluded for an indefinite term.

8.2 Heidelberg can terminate the Framework Agreement or one or more Services at any time with notice of 30 days.

8.3 The Customer can terminate the Framework Agreement or one or more Services at any time with immediate effect.

8.4 A termination of the Framework Agreement also results in the discontinuation of all Services in the context of Heidelberg Assistant at the same time termination takes effect.

8.5 If a Customer relocates to a country that is not a target country, Heidelberg is authorized to discontinue the provision of Services and to terminate them with immediate effect.

8.6 This does not affect termination of the Framework Agreement or individual Services for cause.

8.7 Any termination requires text form (including e-mail and fax).

8.8 The term and termination of additional paid services not included in the scope of Heidelberg Assistant (such as *service reports*, *performance analysis* and *predictive monitoring*) are governed by the content of the separate agreements concluded.

9 Authorization of other Users

9.1 The Customer will set up its own appropriate user management for its Administrators and Users. The Customer is responsible for implementing changes among Users without delay. User names and passwords must be kept secret by each User.

9.2 To allow other persons to access Services, an Administrator can authorize these other persons as Users in his or her User Account. These persons must also have a User Account and accept the Terms and Conditions of Use in order to use the Services.

9.3 Each User has the option of viewing, operating and using certain Services in line with their permissions as assigned by the Administrator.

9.4 On behalf of the Customer, the Administrator can modify or delete User authorizations in his or her User Account at any time.

10 Liability

10.1 Heidelberg's liability for damages caused by an additional paid service not included in the scope of Heidelberg Assistant (such as *service reports*, *performance analysis* and *predictive monitoring*) is governed by the content of the separate agreements concluded.

10.2 Heidelberg is liable only for damages resulting from or in connection with a free Heidelberg service included in the scope of Heidelberg Assistant under the following conditions:

- a. in the event of injury to life, limb or health or in the event of gross negligence or willful breach of duty;
- b. in the event of defects, only if Heidelberg has maliciously concealed a defect.

10.3 Otherwise, Heidelberg's liability is completely excluded, regardless of the legal basis, for all claims arising from or in connection with a free Heidelberg service included in the scope of Heidelberg Assistant. This waiver applies in particular to claims arising from liability for defects, warranty, simply negligent breach of duty and tort in connection with the use of free Services. Heidelberg is also not liable for indirect or consequential damages in such cases.

11 Privacy and data security

- 11.1 As a responsible agent, Heidelberg processes the personal data of the Customer and the Users, including usage data, to the extent that this is necessary for the purpose of performing Services and to the extent that this arises from the Terms and Conditions of Use, or that the Customer has agreed to processing.
- 11.2 Heidelberg will exclusively entrust staff familiarized with the applicable privacy regulations to process personal data in connection with Services.
- 11.3 In this context, Heidelberg is also permitted to pass on personal data and usage data to the respective national sales company, partners and service providers commissioned by Heidelberg for the performance of individual Services, to the extent that this is necessary for the performance of Services. In such event, Heidelberg will ensure that the respective national sales company, partners and service providers are subject to the same privacy obligations.
- 11.4 If the Customer provides a User with service access, the Customer is required to inform the User about the Services and the associated processing of personal data and usage data.
- 11.5 The Customer is responsible for its own management of user data in accordance with data protection, and for compliance with deletion and blocking duties in particular. Heidelberg does not perform any controlling of the management of user master data as permitted in accordance with data protection law.
- 11.6 The Customer ensures the fulfillment of the rights of the persons concerned under data protection law for the Users included in its user management: The right to information, correction, deletion, restriction of processing, data portability and objection.
Heidelberg is not permitted to correct, delete or restrict the processing of the Customer's user data in user management arbitrarily; it can only do so according to documented instructions from the Customer. If a User contacts Heidelberg directly with such a request, Heidelberg will forward this request directly to the Customer.
- 11.7 Heidelberg can process the data and usage behavior in anonymous form for the purposes of needs-driven service optimization.
- 11.8 Heidelberg can process personal data relating to the Services and make them available to third parties (including in particular our lawyers, law enforcement and regulatory agencies) to investigate violations of the Terms and Conditions of Use, the abuse of Services or attempts at unauthorized access of the data of other Customers or Users.
- Otherwise, Heidelberg will only provide personal Customer data from the use of Services to third parties (including in particular our lawyers, law enforcement and regulatory agencies) outside the performance of Services on the basis of a contractual agreement with the Customer or with its consent, or if Heidelberg is required to release such data on account of a binding legal provision, court decision or official order.
- 11.9 Heidelberg uses technical and organizational security measures to protect the Customer's information and data against manipulation, loss, unauthorized disclosure and access by unauthorized third parties. Heidelberg will regularly monitor the technical and organizational measures and improve them on an ongoing basis in line with technological developments.
- 11.10 Heidelberg will report to the Customer in all cases in which Heidelberg or persons employed by Heidelberg have committed violations of provisions for the protection of personal data of the Customer.
- 11.11 The Customer and the User have rights of information, objection, correction and deletion in accordance with the statutory provisions.
- 11.12 If the Framework Agreement ends, Heidelberg will delete the user data of the Customer if and to the extent that they are no longer required for the contractual purpose.
- 12 Closing provisions**
- 12.1 The place of performance and sole place of jurisdiction for all present and future claims from or in connection with the Terms and Conditions of Use is Heidelberg, Germany. Heidelberg is always entitled to sue the Customer at its general place of jurisdiction as well.
- 12.2 This contract between the customer and Heidelberg is subject to the law of the Federal Republic of Germany.
- 12.3 If one or more of the above provisions is or becomes invalid, this does not affect the validity of the other provisions.

eShop: Terms and Conditions of Use for the United States of America

Acceptance of Goods – All orders shall be accepted subject to Heidelberg USA's terms and conditions set forth below. Retention of goods beyond 30 days after shipment constitutes acceptance of all terms, conditions and prices including, if applicable partial shipments, and said conditions are agreed to by buyer, unless immediate notice is given in writing, and the packing slip/return slip returned for correction to Heidelberg USA, Inc. 1000 Gutenberg Drive, Kennesaw, GA 30144. Heidelberg USA does not guarantee the availability or replacement of spare parts.

Warranty: Seller warrants to the original Buyer named herein the equipment purchased by Buyer as follows;

1. Press and Finishing/Bindery Equipment: New press and finishing equipment is warranted against defective parts or workmanship for one (1) year, and service labor will be provided free of charge for six (6) months from date of installation. The foregoing warranty is subject to proper operation, lubrication and maintenance of equipment as outlined in the operating manual supplied by Seller with said equipment. Buyer may not impair safety by removing guards and/or safety interlocks. Seller's sole obligation under the warranty is, at its option, to replace, repair or correct any defective material or workmanship where it appears to Seller's satisfaction that the defect was present at the time of delivery of the equipment, or to remove the equipment at its own expense, making refund of any payments made by Buyer. Buyer waives any right, extending beyond the foregoing warranty, to claim for negligence by Seller in design, material, workmanship or installation.

2. Prepress Equipment: Prepress equipment is warranted against defects in material and workmanship and will conform to the manufacturer's published specifications for ninety (90) days after its delivery to Buyer's floor. If the Buyer reports a problem during the warranty period, Seller will repair or replace the equipment or component causing the problem during standard service hours without charge. Seller may, at its option, elect to refund the purchase price less depreciation, as determined by Seller, in exchange for the Prepress equipment. Such refund shall constitute a complete satisfaction of all claims. The warranty shall not apply if the equipment has been abused or modified or if the equipment is interfered with or damaged by causes external to the equipment such as vandalism, accident or acts of God.

3. Domestic Items: All domestic components, accessories and parts carry the warranty of the manufacturer only.

4. Spare Parts: Heidelberg, Polar, Stahl and Finishing spare parts are warranted against defects as follows: electrical parts for ninety days from date of shipment; mechanical parts for six (6) months from date of shipment. Prepress parts are warranted against defect for thirty days from date of shipment. There is no warranty for expendable parts. Heidelberg's obligation under this warranty is to repair or replace the defective part, subject to the following: all defective parts must be returned to Heidelberg USA within 30 days of shipment of the replacement part and any credit due, if applicable will be issued only when the defective part is received by Heidelberg USA; electrical parts will not be accepted for return except where Heidelberg USA can determine a manufacturing defect exists. Parts that are "quality sealed" must be installed by an authorized Heidelberg USA technician. A broken seal voids any warranty for these parts and no credit will be given if they are returned with a broken seal. Heidelberg USA will not accept for return any unused parts not returned within 30 days of shipment. Heidelberg USA will invoice a deposit charge in addition to the cost of the part for repair/exchange parts. Repair/exchange parts are subject to the 30-day return policy.

EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT ON THE FACE OF THIS CONTRACT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SOLD HEREUNDER IS MERCHANTABILITY, OR FIT FOR ANY PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE EQUIPMENT AND ANY SOFTWARE.



Software License: Software supplied with or for the equipment shall remain the property of the Seller. The Seller hereby grants the Buyer a royalty-free, non-exclusive, non-transferable license to use such software for the sole purpose of operating the equipment supplied pursuant to this Contract. Buyer will not modify or reverse engineer the software or disclose or deliver the software to any third party. If Buyer sells or transfers the equipment, it shall return such software and all copies thereof to Seller, unless such transferee agrees, in writing, to be bound by the provisions hereof. Buyer and transferee shall provide such written agreement to the Seller prior to the transfer of the equipment. If software is delivered subject to a self-contained, click-on, or shrink wrap license, the terms of that license will govern.

LIMITATION OF LIABILITY: BUYER IS EXPRESSLY NOTIFIED AND HEREBY AGREES THAT SELLER'S LIABILITY AS TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SUBJECT MATTER THEREOF SHALL IN NO EVENT INCLUDE ANY LOSS OF ANTICIPATED PROFITS, COSTS OF COVER, SPECIAL OR CONSEQUENTIAL DAMAGES.

Parts Shipment: Standard shipping service is FOB destination. Premium shipping services are FOB shipping point and include same day deliveries and deliveries weighing more than 150 lbs. Method of shipment is at the sole discretion of Heidelberg USA.

eShop: Terms and Conditions of Use for Canada

Acceptance of Goods – All orders shall be accepted subject to Heidelberg Canada's terms and conditions set forth below. Retention of goods beyond 30 days after shipment constitutes acceptance of all terms, conditions and prices including, if applicable partial shipments, and said conditions are agreed to by buyer, unless immediate notice is given in writing, and the packing slip/return slip returned for correction to Heidelberg Canada Graphic Equipment Limited, 5900 Keaton Crescent, Mississauga, ON L5R 3K2. Heidelberg Canada does not guarantee the availability or replacement of service parts or consumables.

Warranty – Seller warrants to the original Buyer as follows:

Heidelberg Original Service Parts: Heidelberg, Polar, Stahl and Finishing service parts are warranted against defects as follows: electrical parts for ninety days from date of shipment; mechanical parts for six (6) months from date of shipment. Prepress parts are warranted against defect for thirty days from date of shipment. There is no warranty for expendable parts. Heidelberg's obligation under this warranty is to repair or replace the defective part, subject to the following: all defective parts must be returned to Heidelberg Canada within 30 days of shipment of the replacement part and any credit due, if applicable will be issued only when the defective part is received by Heidelberg Canada; electrical parts will not be accepted for return except where Heidelberg Canada can determine a manufacturing defect exists. Parts sealed with the orange sticker must be installed by an authorized Heidelberg Canada technician. A broken seal voids any warranty for these parts and no credit will be given if they are returned with a broken seal. Heidelberg Canada will not accept for return any unused parts not returned within 30 days of shipment. Heidelberg Canada will invoice a deposit charge in addition to the cost of the part for repair/exchange parts. Repair/exchange parts are subject to the 30-day return policy.

Consumable Products: All consumable products sold by Heidelberg Canada carry the manufacturers' warranty only.

EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE ITEMS SOLD HEREUNDER ARE FIT FOR ANY PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF ITEMS.

LIMITATION OF LIABILITY: BUYER IS EXPRESSLY NOTIFIED AND HEREBY AGREES THAT SELLER'S LIABILITY AS TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SUBJECT MATTER THEREOF SHALL IN NO EVENT INCLUDE ANY LOSS OF ANTICIPATED PROFITS, COSTS OF COVER, SPECIAL OR CONSEQUENTIAL DAMAGES.

Delivery Charges: Standard shipping service is FOB destination. Premium shipping services are FOB shipping point and include same day deliveries and deliveries weighing more than 150 lbs. Method of shipment is at the sole discretion of Heidelberg Canada.

Invoice Terms: All parts and service invoices are due net 30 days. Except as otherwise agreed to in writing prior to acceptance of the order, all consumables invoices are due net 30 days.

