HEIDELBERG PHILIPPINES, INC. WEB SITE TERMS AND CONDITIONS OF USE

1. USERS

Heidelberg Philippines, Inc. ("**Heidelberg**" or "**Us**") owns, controls and operates this website (the "**Site**") from its Head Office in Makati City, Philippines.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. By accessing or using this Site, you are agreeing to be bound by these terms and conditions. If you do not accept these terms and conditions, do not access or use this Site. From time to time, Heidelberg may change these terms and conditions and you should visit this page to review these terms and conditions whenever accessing or using this Site. Your use of the Site, or any service or product offered on this Site after the posting of changes to these terms and conditions of service will constitute your representation, warranty and covenant that you have the capacity to enter into this agreement and YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF USE, as modified.

2. SITE USE

Access to and use of this Site is restricted to current Heidelberg employees and customers who have registered with Heidelberg and have received a password to the site from authorized Heidelberg personnel ("Authorized Users").

By registering with Heidelberg and establishing a "User Account", you will be assigned a "User ID" and password. You are responsible for maintaining the confidentiality of that User ID and password and you agree to assume responsibility for all activities, including, but not limited to, the ordering of any products or services or access to your account records that occur and are attributable to that User ID and password. You agree to notify Heidelberg of any unauthorized use of that User ID and password and to exit from the Site following the end of the session where that User ID and password have been used.

You may use this Site to obtain information about our services or products, your account with us and about Heidelberg. You agree (a) to use the Site solely for your use and benefit or that of your organization, and not for the benefit of any other person or entity; (b) not to use, transfer, distribute or dispose of any information found on this Site in any manner that could compete with the business of Heidelberg; (c) in accordance with the Electronic Commerce Act of 2000 and other applicable data protection laws in the Philippines (including, without limitation, any law with respect to privacy or data protection) regarding the transmission of any content obtained from this Site in accordance with these terms; and (d) not to interfere or disrupt networks connected to this Site.

You may not use the Site for any illegal purpose or in any manner inconsistent with these terms and conditions. Without limiting the generality of the foregoing, you will not modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or collect information about other Site users. You acknowledge and accept that Heidelberg has the right to change the content or technical specifications of any aspect of this Site at any time at Heidelberg's sole discretion.

3. PRODUCTS

Your use of this Site to order the products offered herein or to access the information (including, without limitation, your User Account) contained herein constitutes your agreement to be bound by the terms and conditions set by Heidelberg with respect to the provision of this Site and such services and products to you. You also agree to be bound by the terms and conditions of sale as they apply to you. You agree that all information that you provide to Heidelberg will be accurate and complete and understand that Heidelberg has the right to verify information prior to the acceptance of any order. You agree to pay all charges incurred by you and charged to your account or other payment arrangement at the prices in effect when such charges are incurred.

You will also be responsible for paying any applicable taxes relating to your purchases and understand that the price and availability of any product is subject to change without notice.

Heidelberg, its agents and affiliates reserve the right to refuse any order for any reason which they, individually or collectively, deem in their sole discretion.

You acknowledge that not all products or services provided by Heidelberg, its agents or affiliates are available to all persons or in all geographic locations or jurisdictions. Heidelberg reserves the right to limit the availability of the Site and/or the provision of any product or service offered by it, its agents or affiliates to any person, geographic area, or jurisdiction at any time and in its sole discretion, and to limit the quantities of any such product or service that it provides. You further acknowledge, agree and warrant that your use of this Site does not violate any local law or regulation, and that you shall be responsible for any such violation(s).

Any offer for any product or service made on the Site is VOID where prohibited.

4. INTELLECTUAL PROPERTY

All technical documents (including product manuals, drawings, or other content) and software patches (the "**Materials**") available from this Site are the copyrighted works of Heidelberg Graphic Equipment Limited, Heidelberger Druckmaschinen AG, or its subsidiaries or affiliates (collectively, "**Heidelberg**").

Heidelberg hereby grants Authorized Users a nonexclusive revocable limited license to use, download, print, and copy the Materials for the sole purpose of supporting Heidelberg products or Heidelberg supported products subject to the following terms and conditions:

(a) Copyright License:

- (i) Materials shall not be posted on any network computer, or broadcast or published in any media.
- (ii) Materials shall be maintained as confidential information and shall not be disclosed or distributed to any individuals other than the Authorized Users, except for Materials which are available on Heidelberg's public web sites or are otherwise publicly available through no breach of this limited license or any other confidentiality obligation owed to Heidelberg.
- (iii) Materials shall not be modified in any way and, in the case of software, shall not be decompiled or reverse engineered.
- (iv) All software patches are subject to the license agreement for the software to which they relate and any copies of the software must be accompanied by a copy of this Legal Notice.

All rights to the copyrighted Materials, whether now existing or which may hereinafter come into existence, which are not expressly granted herein are reserved to and by Heidelberg.

(b) Trademark Ownership:

All product names are trademarks of Heidelberg, and may be registered in other jurisdictions. Other product and company names mentioned in this Site may be the trademarks or registered trademarks of their respective owners. Ownership to the trademarks remains with their respective owners and no trademark license, express or implied, is granted with respect to the trademarks.

You acknowledge that:

- (i) any modification, by you or someone using your computer, of the Site's content would be a violation of Heidelberg's copyright and other proprietary rights; and
- (ii) you may not use any of Heidelberg's names or trademarks in any manner that creates the impression such names or trademarks belong to or are associated with you or imply any endorsement by Heidelberg, and that you have no ownership rights in and to any of these names or marks.

5. TERMS AND CONDITIONS OF SALE

- (a) **Acceptance of Goods**: All orders shall be accepted subject to Heidelberg's terms and conditions set forth below. Retention of goods beyond 7 working 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 Philippines, Inc. 2231 Chino Roces Avenue, Makati City 1221. Heidelberg does not guarantee the availability or replacement of service parts or consumables.
- (b) **Product Availability and Information**: Delivery is subject to availability. Out of stock items will be shipped as soon as possible. All illustrations, photographs, and specifications within this website are based on the latest product information available at the time of publication. Heidelberg reserves the right to make changes at any time, without notice, to prices, descriptions, images and policies. Heidelberg reserves the right to limit quantities.
- (c) Product Warranty: Seller warrants to the original Buyer as follows
- (i) **Consumable and Spareparts Products:** All consumable and spareparts products sold by Heidelberg Philippines carry the manufacturer's warranty only.

EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION, 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.

(d) **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 AGREEMENT OR THE SUBJECT MATTER THEREOF SHALL IN NO EVENT INCLUDE ANY LOSS OF ANTICIPATED PROFITS, COSTS OF COVER, SPECIAL OR CONSEQUENTIAL DAMAGES.

(e) Delivery Lead Time and Charges:

Our office business hours are from 8:00am to 5:00pm, Monday to Friday except on legal holidays. For on-stock consumables & spareparts, delivery is within 24 hours upon receipt of confirmed order with daily order cut-off time of 4:00pm. Otherwise, standard factory lead time applies. For minimum order of PhP 10K, free delivery to Metro Manila and Metro Cebu accounts only. Customers may opt to pick-up from Heidelberg Philippines all items below the minimum order amount and urgent requirements. For non-available spareparts, delivery is 8 to 12 working days upon receipt of the confirmed order. All deliveries are subject to credit verification.

- (f) **Payment Terms:** All credit orders are accepted by Heidelberg subject to satisfactory credit approval. Where credit approval has not been granted, payment in the case of goods is required prior to delivery. Where credit has been granted, official credit terms applies. Payment is to be made in full & without set off or deduction. Any disputed invoices will be investigated, and if resolved in favour of the Buyer, a credit will be issued. Interest at the rate of 1.5% per month will be charged from due date of all invoices.
- (g) **Title**: In no event shall title to the goods or any portion thereof pass to the Buyer until the Buyer has fulfilled all of its obligations under this agreement including without limitation payment in full to Heidelberg of the total purchase price plus any other amount owing to Heidelberg from the Buyer under this or any other contract but the goods or any other part thereof delivered shall be at the Buyer's risk from the time of delivery to its premises and the Buyer shall indemnify Heidelberg against all loss to or damage of the goods from whatsoever cause occurring after such time. The Buyer will insure the goods in the name of Heidelberg for the full price of the goods until payment to Heidelberg of the whole purchase price.

h) Return of Goods:

If the Goods delivered:

- i) Are not the Goods ordered by the Buyer; or
- ii) Are damaged

The Buyer may return the Goods to Heidelberg without cost provided:

- iii) The Buyer requests from Heidelberg within 7 days of the date of delivery and Heidelberg grants a Return Authorisation;
- v) The Goods are in their original packaging unopened and otherwise in a saleable condition and show no sign of damage

Returns after 7 days will not be accepted.

Risk in the goods remains with the Buyer until the goods are received by Heidelberg. Return of goods will be at the Buyer's expense.

6. LINKED SITES

From time to time, this Site may contain links to third party Web sites. Heidelberg is not responsible for the content of linked Web sites and does not make any representations regarding the content available on such Web sites. If you decide to access any linked site, you do so entirely at your own risk. Heidelberg reserves the right to terminate any link or linking program at any time.

7. SITE WARRANTIES AND LIMITATION OF LIABILITY

Heidelberg does not represent or warrant that access to this Site will be uninterrupted, or that this Site will operate error-free.

While every effort is made to ensure otherwise, Heidelberg does not represent or warrant that this Site or the content found on this Site is free of errors, viruses, worms or other harmful programs. Heidelberg is not liable for any damage you may suffer as a result of such destructive features.

YOU EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR USE OF:

- (a) THIS SITE AND ANY CONTENT THEREIN;
- (b) ANY SERVICE.
- (c) ANY PRODUCT (SAVE AND EXCEPT AS SET OUT ABOVE), OR
- (d) ANY SOFTWARE OR MATERIALS, FOR USE IN CONNECTION WITH ANY SERVICE OR PRODUCT OR WITH THIS SITE, PROVIDED BY HEIDELBERG, ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, AGENTS, AFFILIATES OR THER RESPECTIVE ASSIGNEES OR SUCCESSORS, IS AT YOUR SOLE RISK.

SAVE AND EXCEPT AS SET OUT HEREIN, ANY SUCH USE OF THE SITE, SERVICE, PRODUCT OR SOFTWARE IS EXPRESSLY PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SAVE AND EXCEPT AS SET OUT HEREIN, HEIDELBERG EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT OTHER THAN ANY WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

TO THE EXTENT PERMITTED BY LAW, NEITHER HEIDELBERG ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, AGENTS, AFFILIATES NOR THEIR RESPECTIVE ASSIGNEES OR SUCCESSORS, ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER BASIS ARISING OUT OF OR RELATING

IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED WITHIN THE SITE, THE SOFTWARE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF HEIDELBERG KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SOFTWARE, AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE AND/OR SOFTWARE, AS APPLICABLE.

SAVE AND EXCEPT AS SET OUT HEREIN, THE SOLE AND EXCLUSIVE LIABILITY TO HEIDELBERG ARISING FROM ANY ORDER MADE THROUGH THE SITE SHALL BE THE TOTAL PRICE OF SUCH ORDER.

8. INDEMNIFICATION

You agree, at your own expense, to indemnify, defend and hold harmless Heidelberg, its employees, representatives, suppliers, agents and affiliates, against any claim, suit, action or other proceeding, to the extent based on or arising in connection with your use of the Site or the server(s) hosting the Site.

You agree to pay any and all legal fees, costs, damages and expenses and costs awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.

9. LAW AND JURISDICTION

This Agreement and all claims arising out of or in relation to this Agreement or the subject matter hereof shall be governed by the Philippine Laws and the Buyer hereby submits to the exclusive Jurisdiction of the Courts of Makati City, provided however that Heidelberg may at its option refer any dispute between the parties to Arbitration to be resolved by an independent Arbitrator to be appointed by the Philippine Dispute Resolution Center, Inc.

10. PRIVACY

This section has been prepared to affirm our commitment to maintaining the privacy of users to this Site and inform you of our practices concerning the collection and use of information you provide us. Your use of this Site constitutes your consent to the collection and use of your visitor information for the purposes described in this Section.

This information is collected to provide you with access to the status of your order and your account. We also use the information for billing purposes and for us to contact you with respect to confirmations as to the receipt of an order and other actions taken by us to complete your order.

Following its use, the information collected is retained while you have a relationship with us and for a reasonable period thereafter, following which it is discarded in a secure manner. This information is not shared with any other organization for commercial purposes except in the unlikely event Heidelberg is acquired or all, or substantially all, of its assets are acquired. Customer information held by Heidelberg would constitute an asset of the company and would be a transferred asset in either of those types of transactions. Heidelberg may disclose user information where it believes it is required by law to do so or may disclose it where there is a breach of an agreement between the user and Heidelberg or where it is necessary to enforce any right or claim Heidelberg may have against the user.

In browsing the Internet, you will encounter a technology called "cookies" which can be used to provide you with specific information from a Web site. A "cookie" is an element of data that a Web site can send to your browser, which may then store it on your system. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. This Site does not use cookies.

Heidelberg has no partnership or special relationship with any ad server companies and does not permit ad server companies to collect information about users such as domain type, IP address, and clickstream information.

Heidelberg has implemented appropriate technical, administrative, and physical controls to protect against unauthorized access to and disclosure of personal information about an identifiable individual.

A user may access the information held by Heidelberg about them in connection with their visits to this Site as well as their account information. Users may request the correction of any inaccuracies in such information. Access to and, if required, correction of such information may be arranged by sending an e-mail message to the Webmaster of this site at hph.olsadmin@heidelberg.com

NOVEMBER 2011