



Heidelberg Online Shop Authorisation & Registration

Please input your details below:

Company Information

*Company Name

*Company Address

* Postal Code

Existing Heidelberg Customers: Yes No *(Please tick)*

If yes, please provide Heidelberg Customer No (if known)

Applicant's Detail

* Choose Mr Mrs Ms *(Please tick)*

*First Name

*Last Name

*Position

*E-mail Address

*Phone No.

Fax No.

Dear Heidelberg Online Shop Team,

I request Heidelberg to register and give the level of authorisation and security as indicated below in the Heidelberg Online Shop to below designated primary contact :

Designated Primary Contact

* Choose Mr Mrs Ms *(Please tick)*

*First Name

*Last Name

*Position

*E-mail Address

*Phone No.

Fax No.

* Level of authorisation and security

(Please tick)

- Access to browse the shop and place orders
- Access to browse the shop, place orders and see invoices
- Access and redeem vouchers under the Heidelberg Advantage Program

Terms and Conditions - Please refer to the attached and endorse on all pages along with company stamp.

Privacy Statement - Please refer to the attached and endorse on all pages along with company stamp.

I have read and agreed to the attached terms and conditions of the Heidelberg Online Shop and Heidelberg Advantage Program, including Heidelberg's privacy statement.

** Please complete all the fields marked with asterick (*) above.*

Company Stamp / Signature

Date

Name:

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HEIDELBERG MALAYSIA SDN BHD

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2. SITE USE

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

By registering with HMY and establishing a "User Account", you will select 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 access to your account records that occur and are attributable to that User ID and password. You agree to notify HMY 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 warrant that the personal information, which you are required to provide in establishing a "User Account", is true, accurate, current and complete in all aspects. In particular, you agree to refrain from pretending to be any other person or entity or use any false name or name you are not authorized to use. You will notify HMY immediately of any changes to your personal information by updating your "User Account".

You may use this Site to obtain information about our products, your account with us and about HMY. 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 HMY; (c) to comply with Malaysia and other applicable laws (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 HMY has the right to change the content or technical specifications of any aspect of this Site at any time at HMY'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 HMY with respect to the provision of this Site and such 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 HMY will be accurate and complete and understand that HMY 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 at the prices in effect when such charges are incurred.

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

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- a. **Purchase Orders:** All products are offered for sale subject the terms and conditions herein. No purchase order shall be deemed to be accepted by HMY unless and until it is confirmed unconditionally by HMY.
- b. **Price:** The price of all products shall be the price set out in the purchase order, which has been accepted by HMY. This price may vary from the prices contained in the Site, which are list prices only. The Buyer shall be responsible for making payment for all taxes imposed on the purchases made.
- c. **Acceptance of Products:** Retention of products beyond 5 working days after shipment constitutes unconditional and full acceptance of the delivered products 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 is returned for correction to Heidelberg Malaysia Sdn Bhd, B-08-01, Block B, Level 8, Sky Park, One City, Jalan USJ25/1, 47650 Subang Jaya, Selangor Darul Ehsan, Malaysia. HMY does not guarantee the availability or replacement of consumables but would offer available alternative options to the customer.

- d. **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 and are, unless expressly agreed otherwise, for information purposes only. The Buyer is not entitled to rely on the accuracy of the same. HMY reserves the right to make changes at any time, without notice, to prices, descriptions, images and policies. HMY reserves the right to limit quantities of any products made available for sale.
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- f. **Limitation of Liability:** Subject as expressly provided for herein, all warranties, conditions or terms, including those implied by statute or common law, are excluded to the fully extent permitted by law. The Buyer is expressly notified and hereby agrees that the HMY'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. HMY's maximum and cumulative total liability (including any liability for acts and omissions of its employees, agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and other damages or losses, which may arise in connection with its performance or non-performance of its obligations under any contract subject to these terms and conditions shall not exceed the total price of the relevant/affected products.
- g. **Delivery Lead-time & Charges:** HMY's obligations as to delivery shall be as set out in DDU (Delivered Duty Unpaid) destination within Malaysia, as defined in the 2000 International Commercial Terms (Incoterms). Our office business hours are from 8:00am to 5:00pm, Monday to Friday except public holidays. For on stock consumables & spare parts, delivery will be made on the next working day for orders received before 2:00pm and two working days later for orders received after 2:00pm. Otherwise, standard factory lead time applies. For non-available spare parts, delivery is 8 to 12 working days upon receipt of the confirmed order. The time for delivery is an estimate, not warranted and shall not be of the essence. All deliveries are subject to credit verification.
- h. **Payment Terms:** All orders are accepted by HMY subject to satisfactory credit approval. Where credit approval has not been granted, payment is required prior to delivery. Where credit has been granted, its terms apply. Payment is to be made in full and without set off or deduction. Any disputed invoices will be investigated, and if resolved in favor of the Buyer, a credit note will be issued. In the event of any delay in payment, interest at the rate of 1.5% per month will be charged on the outstanding sums from due date until the date that full payment is made.
- i. **Title:** In no event shall title to the products 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 HMY of the total purchase price plus any other amount owing to HMY from the Buyer under this or any other contract but the products 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 HMY against all loss to or damage of the products from whatsoever cause occurring after such time. The Buyer will insure the products in the name of HMY for the full price of the products until payment to HMY of the whole purchase price.
- j. **Invoice Terms:** Payment terms for the invoices issued are net 30 days unless expressly agreed otherwise.

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Save and except as set out herein, the sole and exclusive maximum liability to HMY arising from the use of this site shall be the total price of such order.

8. INDEMNIFICATION

You agree, at your own expense, to indemnify, defend and hold harmless HMY, 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 (on an indemnity basis), 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

These terms and conditions of this Site and any product sale shall be governed by the laws of Singapore applicable therein without regard to the conflict of law's provisions therein on the sale of goods. In the event of a dispute, you irrevocably submit to the exclusive jurisdiction of the courts located in Malaysia only. HMY, however, shall be entitled to submit any dispute to the courts at your residence or seat. If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.

These terms and conditions, together with the relevant purchase order issued and HMY's acceptance thereof, represent the entire agreement between you and HMY and shall not be modified except in writing by HMY. This Agreement is not assignable, transferable or sub-licensable by you except with HMY's prior consent. Any waiver by HMY of any breach or default by you pursuant to these terms and conditions shall not be deemed a waiver of any preceding or subsequent breach or default. Any heading, caption or paragraph title contained in these terms is inserted only as a matter of convenience.

10. PRIVACY

This section has been prepared to affirm our commitment to maintaining the privacy of users to this Site and to 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.

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