

# HEIDELBERG ASIA PTE LTD

## WEB SITE TERMS AND CONDITIONS OF USE

### 1. USERS

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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, HSG 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 HSG employees and customers ("Buyers") who have registered with HSG and have received a password to the site from authorized HSG personnel ("Authorized Users").

By registering with HSG 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 HSG 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 HSG 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 HSG. 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 HSG; (c) to comply with Singapore 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 HSG has the right to change the content or technical specifications of any aspect of this Site at any time at HSG'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 HSG 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 HSG will be accurate and complete and understand that HSG 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.

HSG, 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 provided by HSG, its agents or affiliates are available to all persons or in all geographic locations or jurisdictions. HSG reserves the right to limit the availability of the Site and/or the provision of any product 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 that it provides.

Any offer for any product or services made on the site is void where prohibited by law.

#### **4. INTELLECTUAL PROPERTY**

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- 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. **Purchase Orders:** All products are offered for sale subject the terms and conditions herein. No purchase order shall be deemed to be accepted by HSG unless and until it is confirmed unconditionally by HSG.

- b. **Price:** The price of all products shall be the price set out in the purchase order, which has been accepted by HSG. 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 Asia Pte Ltd, 1A International Business Park, #11-03, Singapore. HSG 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. HSG reserves the right to make changes at any time, without notice, to prices, descriptions, images and policies. HSG reserves the right to limit quantities of any products made available for sale.
- e. **Product Warranty:** All products sold by HSG carry the manufacturers' warranty only. Except as aforesaid, HSG makes no warranties, express or implied in respect of the products. Seller expressly disclaims any warranty, express or implied that the products 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 products.
- 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 HSG'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. HSG'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:** HSG's obligations as to delivery shall be as set out in DDU (Delivered Duty Unpaid) destination within Singapore, 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, 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. 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 HSG 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 HSG of the total purchase price plus any other amount owing to HSG 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 HSG 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 HSG for the full price of the products until payment to HSG of the whole purchase price.
- j. **Invoice Terms:** Payment terms for the invoices issued are net 30 days unless expressly agreed otherwise.

## **6. LINKED SITES**

From time to time, this Site may contain links to third party Web sites. HSG 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. HSG reserves the right to terminate any link or linking program at any time.

## **7. SITE WARRANTIES AND LIMITATION OF LIABILITY**

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While every effort is made to ensure otherwise, HSG 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. HSG 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:

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Save and except as set out herein, any such use of the site is expressly provided on an "as is" and "as available" basis.

Save and except as set out herein, HSG expressly disclaims all warranties or conditions of merchantability, HSG makes no warranty as to the fitness or suitability of this Site for any purpose whatsoever. All warranties, conditions or terms, including those implied by statute or common law, are excluded to the fully extent permitted by law.

To the extent permitted by law, neither HSG, 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 foregoing limitation shall apply even if HSG knew of or ought to have known of the possibility of such damages.

Save and except as set out herein, the sole and exclusive maximum liability to HSG 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 HSG, 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 Singapore only. HSG, 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 HSG's acceptance thereof,

represent the entire agreement between you and HSG and shall not be modified except in writing by HSG. This Agreement is not assignable, transferable or sub-licensable by you except with HSG's prior consent. Any waiver by HSG 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.

Information is collected to provide you with access to the status of your order and your account. We also use the information collected 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 for such period that you maintain a business 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 that HSG is acquired or that all, or substantially all, of its assets is acquired. Customer information held by HSG would constitute an asset of the company and would be a transferred asset in either of those types of transactions. HSG 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 Buyer and HSG or where it is necessary to enforce any right or claim HSG may have against any Buyer.

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