

Systemservice 12/24/36. **General Terms.**



General Terms.



1. Customer Responsibility

- a. Systemservice Services will be provided as described herein and determined to be appropriate by HEIDELBERG USA.
- b. The customer is responsible for proper operation, lubrication, cleaning and ongoing maintenance of the covered Product(s) in accordance with the recommendations set forth in the maintenance handbook and/or operator's manual provided with the Product(s). Failure of the customer to perform these obligations shall constitute a default by the customer and will cause Systemservice coverage to be discontinued, and HEIDELBERG USA shall thereafter be relieved of its obligations to provide Services with respect to the Product(s). If the services provided by HEIDELBERG require the customer to perform any actions, such as the implementation of proposed measures, HEIDELBERG shall not be liable for the success of such actions by the customer, which are to be carried out independently by the customer and are subject to the conditions on-site.
- c. The customer shall not impair safety by removing, modifying, or defeating safety guards, safety interlocks or other safety devices.
- d. The customer shall grant access to the Product(s) during the program period, so that an authorized HEIDELBERG USA technician can perform service on the Product(s).
- e. The customer shall operate the equipment within the specified environmental conditions, as outlined in machine specifications.
- f. The customer shall inform HEIDELBERG in advance of any Product moves within or outside of the plant.
- g. To provide Digital services and Remote services it is required that equipment is connected to Internet cloud.

2. Services and Items Not Included

Systemservice coverage does not include the following:

- a. performance issues or damage to a Product due to or caused by:
 - i. accident, vandalism, casualties, transportation, fire, water, acts of God, burglary, or other events, circumstances or causes beyond Your and Our control;
 - ii. maintenance, repair, attachments or modifications to, or relocation of, a Product not authorized by HEIDELBERG;
 - iii. failure of the customer to perform ongoing maintenance of the Products as recommended by HEIDELBERG or third-party manufacturers (e.g. Technotrans or IST);
 - iv. operator error or Your neglect, misuse, abuse, or failure to operate or provide a suitable environment for a Product in accordance with Our published specifications;
 - v. use of software not provided by HEIDELBERG;
 - vi. computer viruses, bugs, worms, malware and other computer software and hardware issues and problems;
 - vii. use of consumables and materials other than as recommended by HEIDELBERG;
- b. normal wear and tear;
- c. painting or refurbishing of Products;
- d. service for a Product which cannot be identified (by serial number or otherwise) as covered;
- e. telephone or on-site support for matters not relevant to the use and operation of the covered Product(s);
- f. cleanup of Products in advance of service or maintenance activities;
- g. disposal of used materials and items such as oil, grease, and filters are the responsibility of the customer;

- h. wear parts and consumable items as listed in Service Parts Terms document; work performed on Product by third parties not authorized by HEIDELBERG prior to intervention;
- i. such items and services that are described as excluded and/or not included will be billed at standard rates;
- j. routine equipment maintenance is the customer's responsibility and is not included under Systemservice coverage;

3. Training

Additional training in connection with Systemservice is not included in Systemservice coverage, but may be made available as further agreed upon between HEIDELBERG USA and the customer at standard rates.

4. Other Terms and Conditions

Systemservice Services are provided in accordance with standard HEIDELBERG USA service procedures, service hours, and terms and conditions, except to the extent that such standard service procedures, service hours, terms and conditions are superseded by different procedures, hours, terms and conditions specifically stated in the description of the particular Systemservice Agreement. Services provided outside of standard service hours will be charged straight time at current straight time rates.

5. LIMITATION OF LIABILITY/DISCLAIMERS

OUR OBLIGATIONS AS SET FORTH IN THESE GENERAL TERMS AND IN THE WRITTEN DESCRIPTIONS OF THE Systemservice SERVICES WITH RESPECT TO WHICH THESE GENERAL TERMS APPLY, AS SUCH DESCRIPTIONS ARE SET FORTH IN THE "TERMS OF SERVICE" PROVISIONS BELOW, ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT, INCLUDING ANY CLAIM ARISING IN CONTRACT OR TORT OR OTHERWISE, OR DUE TO INJURY OR DEATH TO PERSON OR DAMAGE TO PROPERTY, WILL WE BE LIABLE FOR LOST PROFITS, LOST DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE Systemservice SERVICES OR PERFORMANCE THEREOF OR THE PRODUCTS COVERED BY THE Systemservice SERVICES. SUCH DAMAGES, FOR WHICH WE WILL NOT BE RESPONSIBLE, INCLUDE, BUT ARE NOT LIMITED TO, DOWN TIME COSTS, LOSS OF REVENUE OR PROFIT, LOSS OF USE OF THE PRODUCT, COST OF ANY SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, OR CLAIMS OF YOUR CUSTOMERS FOR SUCH DAMAGE, OR INJURY OR DEATH TO PERSON OR DAMAGE TO PROPERTY. THE FOREGOING LIMITATION SHALL APPLY EVEN IF WE HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6. Miscellaneous

The rights to receive Systemservice Services may not be assigned by You without Our consent. These Systemservice General Terms, and the accompanying written descriptions of the Systemservice Services provided to You by HEIDELBERG USA, constitute the entire agreement between You and Us with respect to the subject matter thereof and may not be varied or modified except in a writing signed by the parties. Neither We nor You are relying on any oral or written representation not contained in these General Terms or in the aforesaid written descriptions of the Systemservice Services set forth in the "Terms of Service Agreement" provisions below. All documentation, agreements and disputes with respect to Systemservice Services shall be governed by, construed in accordance with, and enforced pursuant to, the laws of the State of Georgia, and all actions in connection therewith or arising therefrom shall be brought in the Courts of the State of Georgia, and the parties agree to accept and submit to the personal jurisdiction of each such Court. Any different or additional terms not set forth in these General Terms or the aforesaid written descriptions of the Systemservice Services are hereby rejected.

Terms of Service.

1. Customer Responsibility

a. Services Provided:

Under the Parts Supply, HEIDELBERG will provide repair parts determined by a HEIDELBERG service technician to be necessary for repair of equipment. The repair parts may be newly manufactured parts or parts that are sufficient, in terms of quality, durability and life time, for repair purposes as determined by HEIDELBERG USA.

b. Obligation to Return Exchanged Parts:

To the extent that any parts being replaced in conjunction with Repair Services are covered by a HEIDELBERG parts exchange program, HEIDELBERG shall become the owner of the replaced parts. In the event that the part is replaced by the operator, with HEIDELBERG approval, the customer becomes responsible for returning the replaced part to HEIDELBERG. A return fee will be incurred if parts are returned after thirty days from purchase. Parts delivered to the customer as part of a service order that have not been installed by a HEIDELBERG technician or have not been approved by HEIDELBERG to be installed by someone else, remain the property of HEIDELBERG.

c. Spare Parts Ordering and Delivery Times:

HEIDELBERG's Expert Help Desk accepts and clarifies parts orders Monday through Friday from 8 am to 8 pm EST. In addition, parts orders can be placed outside of regular service hours 24/7 throughout the year. After review of the order by a HEIDELBERG service technician, the parts order can be processed early in the morning of the following business day. Delivery of repair parts is typically within 24 hours, if delivered through HEIDELBERG's American Logistics Center and 48 hours, if delivered through HEIDELBERG's World Logistics Center.

d. Excluded Services:

The following parts are not covered by Repair Service Parts:

- i. Wear parts and consumables; wear parts and consumables are specially marked and will be always charged according to current price lists;
- ii. Installation of delivered repair parts not covered by Systemservice;
- iii. Parts needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment. Examples include, but are not limited to: power surges, short circuits, loss of power, lightning, fire or water damage, theft, and other causes that are outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment;
- iv. Parts needing repair or replacement in connection with or due to improper or unprofessional operation of the equipment or use of non-approved consumables and wear parts;
- v. Non-HEIDELBERG approved accessories;
- vi. Parts associated with technical improvements offered by HEIDELBERG including but not limited to optional retrofits, functional upgrades and extensions;

e. Parts Installation:

The HEIDELBERG Expert will also determine whether part installation should be performed by a HEIDELBERG service technician or whether it may be performed by the customer. If it is determined that on-site service by a HEIDELBERG service technician is required, and if the customer chooses not to follow the recommendation to use a HEIDELBERG service technician to perform installation, HEIDELBERG shall have the right to terminate coverage under the Parts Supply module as well as other Systemservice coverages.

2. Repair Service

a. Services Provided:

Services provided under the Repair Service module shall be as determined by a HEIDELBERG service technician. Repair Service includes service work performed in connection with exchanges of parts and assembly of new parts as necessary to restore the functionality and condition of the equipment and components, all performed by HEIDELBERG's highly skilled and trained service technicians and in accordance with HEIDELBERG's state of the art expert knowledge. If a reinstallation of systems and application software is necessary because of the nature of the repairs made, this reinstallation service will be covered by the Systemservice Repair Service.

b. Requests for Repair Service:

You can request repair service anytime day or night. During the hours of 8:00am to 8:00pm EST Monday through Friday, on business days, you will reach a Service Coordinator. Outside of these hours, your call will be electronically dispatched to your Service Coordinator for action the morning of the next business day. A Service Technician will ordinarily be dispatched to be on-site within 24 hours from the time the Repair Service was requested for customer locations on the continental United States. Customers in Alaska, Hawaii and other off shore locations may have longer response times. If you request service before 7:00am or after 6:00pm local time during the week, or anytime on weekends or holidays, you will be charged straight time at current straight time rates. Service during these hours is subject to availability.

i. In the event that a HEIDELBERG Technician is asked to perform a different service task outside of the originally outlined service task the customer shall assume responsibility for any damages that may occur due to the result of delaying completion of the original service call.

ii. Service support requests need to be provided through service 1-800 number, Priority Access number, e-Call, or HEIDELBERG Assistant. Requests directly to individuals or outside service channels may delay the response time.

c. Excluded Services:

The following services and items are excluded from Repair Service:

i. Services in connection with or related to hardware/ software upgrades;

ii. Installation of additional accessories for the equipment;

iii. Installation of Wear and Tear or Consumable parts that are not covered and will be charged according to current pricing lists;

iv. Service work that is not related to repairs or the resolution of technical issues, for example, service work that relates to the cosmetic appearance of the equipment or components. Repair service and other service work performed in connection with or due to events or circumstances outside of normal use and operation of the equipment. Examples include, but are not limited to: power surges, short circuits, loss of power, lightning, fire or water damage, theft, and other causes that are outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment;

v. Repair service and other service work performed in connection with or due to improper or unprofessional operation of the equipment or use of non-approved consumables and wear parts;

vi. Domestic accessories and non-HEIDELBERG accessories;

vii. Labor associated with technical improvements offered by HEIDELBERG including but not limited to optional retrofits, functional upgrades and extensions. Labor associated with work performed on Product by third parties not authorized by HEIDELBERG prior to intervention;

d. Repair Parts:

Only HEIDELBERG original parts may be used in conjunction with services performed under the Repair Service module. If the customer chooses to use non-HEIDELBERG parts, HEIDELBERG shall have the right to terminate coverage under the Repair Service module as well as other Systemservice coverages.

3. Remote Service

a. Services Provided:

Upon notification from the customer of an equipment, component or software issue or problem and the customer's request for HEIDELBERG's assistance in connection therewith, HEIDELBERG will perform a computer assisted diagnosis when possible to do so. HEIDELBERG will endeavor to resolve the issue or problem by telephone under the Remote Support Service to the extent possible. If on-site service is required, HEIDELBERG will coordinate scheduling of a service technician with the customer.

b. Request for Remote Diagnostics:

HEIDELBERG's Central Call Desk accepts requests for Remote Diagnostics Service Monday through Friday from 8 a.m. to 8 p.m. EST for prepress and press products. Postpress requests are accepted Monday through Friday from 8 a.m. to 5 p.m. EST. Outside of these standard support hours Remote Diagnostics Service can be requested through the Global Expert Helpdesk that operates 24/7. In order to place a call for Remote Diagnostics Service customers will be provided with a Direct Priority Access phone number for that purpose. Direct Priority Access and Global Expert Network 24/7 are currently limited to press products only.

c. Technical Requirements:

Remote Diagnostics Service will be connected to the equipment during the installation. For Web-Based Remote Diagnostics Service, the customer must have internet access and must connect the Remote Diagnostics Service product to its Local Area Network. The customer is responsible for all telecommunication and networking equipment external to the product, and their associated cost, required for Remote Diagnostics Service to function.

d. Services expressly excluded:

On-site technician support is not included. The machine reports and other information concerning the customer's machine provided in connection with Remote Support do not constitute final service monitoring or inspection and do not replace regular maintenance for the machine.

4. eCall

a. Services Provided:

Call automatically generates an alarm on the press console when there is an impending service issue. With the touch of a button, the operator can send the pertinent data directly to the HEIDELBERG Systemservice organization and a preliminary diagnosis is performed. A technician will then call the customer with a detailed analysis.

b. Requests for eCall:

eCall notifications are generated through certain press consoles

5. Software

a. Services Provided:

Software updates bring the machine to the latest index version for the currently installed version.

- i. The customer will receive a description of the update, and if in the unusual circumstance a new function is introduced, information about this function will also be provided;
- ii. Software updates are used to eliminate code errors and in certain cases, depending on the network settings within the print shop, these updates can be sent directly to the machine;

b. Excluded Services:

The following services are excluded from Software Updating:

- i. Software upgrades: Software upgrades are defined as an upgrade that brings additional functions/features based on a newer Software version;
- ii. Software upgrades are not included in Software Services;

6. Maintenance Inspection

a. Services Provided:

Maintenance Inspections for equipment and components will be provided by a qualified HEIDELBERG service technician. The appropriate type of inspection may vary somewhat depending on the applicable maintenance interval. The HEIDELBERG service technician will perform a thorough on-site Maintenance Inspection following the HEIDELBERG Maintenance Checklist for inspections performed at the applicable interval. The customer will be informed about any recommended repair service and parts repair or replacement. A Maintenance Inspection is normally performed approximately ten (10) months after the start of service under the Systemservice.

b. Scheduling of Maintenance Inspection:

Maintenance Inspection scheduling will be determined between HEIDELBERG and the customer. Maintenance Inspections will be performed during regular service hours, Monday through Friday from 8 a.m. to 5 p.m. local time. If the customer would like to have the Maintenance Inspection performed after these hours or on weekends, straight time charges will apply and be charged separately from Systemservice at HEIDELBERG's then current rates and Travel related expenses.

c. Responsibility of the Customer:

The customers shall grant access to the equipment on the pre-scheduled date. The customer is responsible for cleaning the equipment prior to the Maintenance Inspection and making sure that the equipment is accessible to the HEIDELBERG service technician. During the inspection, the customer shall provide an operator or other qualified employee to assist in the inspection. It is the customers responsibility to provide approved lubricants.

d. Excluded Services:

The following services are excluded from the Maintenance Inspection module:

- i. Delivery or installation of software, software upgrades, service releases or software updates and related services.
- ii. Service parts and installation of those parts.
- iii. Repair service for equipment or components.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7. Documents and digital content

- a. HEIDELBERG shall retain title and copyright to cost estimates and to any documentation supplied with them. Any reproduction or transfer to third parties shall only be permitted with the express written consent of HEIDELBERG.
- b. If HEIDELBERG provides the customer with documentation, online training or other information materials (digital content) as part of the services provided, the customer shall not be entitled to access specific digital content or specific digital content available in the future at its own discretion, unless this is expressly provided for as part of the service. HEIDELBERG reserves the right to change or remove individual digital contents.
- c. The digital content provided by HEIDELBERG is protected by copyright and may only be used by the customer for his own business purposes for the duration of the individual service order or the Systemservice coverage. The customer shall not be entitled to any other rights of use or exploitation. In particular, the customer is prohibited from reproducing, making publicly accessible or reproducing, distributing, making available for retrieval by unauthorized users, storing or editing digital content provided by HEIDELBERG, in whole or in part, unless this has been expressly approved in writing by HEIDELBERG in advance. The only exceptions to this are information that has been expressly authorized and made available by downloading with reference to the source, e.g. if supplements to the maintenance manual or other maintenance documents are made available to the customer as part of services. Furthermore, duplication is permitted insofar as this is necessary for the intended use of the services in the sense of a technical execution. This necessary reproduction includes the loading of files into the main memory on the server of HEIDELBERG's provider or the temporary loading into the main memory of the authorized user.
- d. The customer shall indemnify HEIDELBERG against all claims asserted by third parties against HEIDELBERG due to infringement of their rights or due to infringements of rights by the customer and its users in connection with the use of digital content made available to the customer. In this regard, the customer shall also assume the costs of HEIDELBERG's legal defense, including all court costs and attorneys' fees.

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