1. General
The Transaction is governed by the Terms unless Seller has signed a separate agreement with Buyer and it is the parties’ intention that the terms of such agreement govern the delivery of the Deliverables. Buyer’s signature on the Quotation, issuance of a purchase order pursuant to the Quotation, acceptance of delivery of the Deliverables, or using or accessing the Deliverables, while being construed as Buyer’s acceptance of the Terms, will form a contract of sale between Seller and Buyer subject to the Terms. All other terms or conditions are hereby rejected and shall not bind Seller in any way. Except where expressly specified in the Terms, in the event of any conflict between the Terms and the Quotation, the Terms shall prevail.

2. Definitions
“Buyer” means the customer identified in the Quotation. “Confidential Information” means any information regarding the business affairs, developments, trade secrets, know-how, personnel, customers, support specifications, drawings, designs, descriptions, operational and testing information, technical information and data, and all other information which is designated as confidential or is deemed to be proprietary by Seller. “Service(s)” means the Products and/or Services. “Force Majeure Event” means circumstances which are beyond the reasonable control of Seller, including, but not limited to, natural disaster, unusual or evocation of license, industrial dispute, impossibility of obtaining materials, strikes by employees of a third party, fires, wars, acts of God, governmental controls, failures of the internet or any public telecommunication, then within 30 days from the invoice date. Buyer shall pay interest on all invoiced sums due and payable for any non-payment of amounts to be paid by Buyer in the Quotation to be supplied by Seller on account of its failure to furnish the Deliverables, exclusive of all taxes, duties and levies.

3. Prices
Buyer shall pay Seller the Price in the currency set out in the Quotation.

4. Validity Period
Seller’s Quotations shall be valid for the Validity Period.

5. Changes to Quotation
Before Buyer’s acceptance of the Quotation, Seller reserves the right to withdraw or issue a fresh quotation which would supersede the Quotation. Buyer shall pay all invoiced sums without any counter claims, set offs or deductions within the period stated in the Quotation, or if not stated in the Quotation, then within 30 days from the invoice date. Buyer shall pay interest on all invoiced sums which remain unpaid after their due date at the rate of 1.5% or the highest rate permitted under law for each month (or part thereof) of delay until full payment is made.

6. Invoicing and Payment
Buyer shall pay all invoiced sums without any counter claims, set offs or deductions within the period stated in the Quotation, or if not stated in the Quotation, then within 30 days from the invoice date. Buyer shall pay interest on all invoiced sums which remain unpaid after their due date at the rate of 1.5% or the highest rate permitted under law for each month (or part thereof) of delay until full payment is made.

7. Taxes
The Price is exclusive of all taxes, duties and levies imposed by any domestic or foreign governmental authority in respect of delivery of the Deliverables. All such taxes, duties and levies shall be paid by Buyer (except for taxes based on Seller’s income).

8. Delivery, Title and Risk of Loss
Buyer acknowledges that the Transaction is conditional upon Buyer’s reasonable and timely cooperation and the accuracy and completeness of any information needed from Buyer. All delivery dates are estimates only. In no circumstances shall Seller be liable to Buyer for any loss or damages arising from non-delivery or late delivery of the Deliverables. Ownership and risk of loss or damage in the Products shall pass to Buyer upon delivery. Buyer agrees to defend, indemnify and hold Seller harmless against any loss or damage arising from the Products.

9. Acceptance
The Deliverables are deemed accepted by any of the following actions of Buyer, whichever is earlier: (a) the absence of any written rejection of the Deliverables within 5 days of delivery; (b) in relation to Products, Buyer does any act that is inconsistent with Seller’s ownership of the Products; or (c) Buyer has paid for the Delivery under the Terms, Buyer is deemed to have waived all claims against Seller in relation to the Deliverables.

10. Storage
If Seller fails to effect delivery of the Products for reasons attributable to Buyer, Seller shall, at its sole discretion and upon written notification to Buyer, place the Products in an appropriate storage location. Buyer shall pay all handling, insurance, storage charges and all incidental charges relating thereto, and shall assume the risk of loss or damage to the Products once such Products are placed in the storage location. Nothing herein shall affect Seller’s right to invoice for the Products; Products placed in storage are deemed properly delivered to Buyer.

11. Force Majeure
Seller shall not be liable for any delay or failure in the delivery of the Deliverables where such delay or failure is due to a Force Majeure Event. If there is a Force Majeure Event, delivery shall be extended until the Force Majeure Event has ceased. Notwithstanding anything herein to the contrary, Seller would have the right, at any time during or after the Force Majeure Event, to cancel the Transaction or any part thereof without liability.

12. Services
Buyer may make available appropriate personnel and resources and prompt access to such information and facilities as Seller may reasonably require to provide the Services. Seller will be entitled to impose reasonable additional charges in the event of any modification to or delay in the provision of any Service as a result of Buyer’s default. Seller shall employ reasonable care and skill in performing the Services and take reasonable steps to avoid or ameliorate any default on its part in carrying out the same. If Buyer obstructs or hinders Seller’s performance of the Services, then Seller may fail to meet the Quotation and the Specifications, and Seller shall not be liable for any default or hindrance within 5 days from the date that Seller notifies Buyer, Seller is entitled to terminate the Transaction forthwith.

13. Maintenance Services
If the Services includes maintenance services, the provisions of Annex A shall apply.

14. Confidentiality
Every party agrees that all Confidential Information revealed by the other party shall only be disclosed to those of its employees, affiliates, advisors, contractors or subcontractors who are subject to obligations of confidentiality, strictly on a need to know basis and only for the purposes of ensuring the performance of its obligations under the Transaction.

15. Manufacturer’s Warranty for Products
Warranty for the Products shall be as specified in the Quotation, or if not therefrom then by the manufacturer of the Products. Seller shall at its sole discretion repair or replace any Product that has notified Seller does not comply with the manufacturer’s warranty during the applicable warranty period for that product, but such replaced product shall carry the remaining warranty period of the original Product.

16. Limitation of Liability
Neither party agrees that its maximum aggregate liability for all and any claims arising out of or in connection with the Transaction (whether in contract, tort or otherwise), is limited to a maximum of (a) in relation to Products, the Price paid by Buyer for such Products; (b) in relation to Services, the annual maintenance Price paid by Buyer for such Services; and (c) in relation to maintenance services, the annual maintenance Price paid by Buyer in the year in which the damage or loss arose. Notwithstanding anything in the Terms to the contrary, Seller shall be liable for loss of profit, loss from business interruption, loss of or corruption to data, loss of profits, loss of anticipated savings, loss of goodwill or any indirect, incidental, special or consequential damages, losses or expense, even if Seller has been advised of the possibility of such damages.

17. Warranties
TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND MADE EXCEPT IN THE EVENT OF DEATH, INJURY, OR DESTRUCTION OF PROPERTY CAUSED OR CONTRIBUTED TO BY SELLER’S GROSS NEGLIGENCE, SELLER DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON OR PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE DELIVERABLES.

18. Intellectual Property Rights
Seller and its licensors retain all intellectual property rights in all Deliverables. Subject to the Terms and any other license terms provided to Buyer, Buyer is granted a non-exclusive and non-transferable license to use the Deliverables, in such form, for such purpose, and in the country, that the Deliverables were initially delivered. If any Product has been manufactured or sold by Seller to meet Buyer’s particular specifications or requirements, Buyer agrees to release, defend, indemnify and hold Seller harmless against all actions, claims and liabilities in connection with any actual or alleged infringement of any third party’s intellectual property rights because of the manufacture, sale or use of such Product, which may be instituted against Seller. Buyer shall follow all reasonable instructions that Seller or Seller’s agents give Buyer time to time to limit the regard to the intellectual property rights of Seller and/or its licensors.

19. Revocation of Credit
Notwithstanding Clause 6, Seller reserves the rights at any time to revoke any credit extended to Buyer as a result of Buyer’s failure to pay for any Deliverables when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery.

20. Export Regulations
Seller adheres to a strict policy of compliance with the export laws and regulations of the US, Japan, Singapore and all other nations concerning the purchase and sale of the Products. If Buyer resells, transfers title and/or right to use the Products (in whole or in part) to any third party or resells any of the Products, Buyer shall strictly comply with the export control laws and regulations of the US, Japan, Singapore and all other applicable nations concerning the purchase, sale and use of the Products. Buyer will not export, re-export, transfer, transport or cause the export, re-export, sale, transport or transfer of the Product to a third party if it knows or has reason to believe that the Products are to be used in connection with or related to military, biological weapons, for missile technology or for other military application or for any other reason that may cause a violation of any related export laws, rules or regulations or breach a related export license or licensing requirement. Buyer releases, defends, indemnifies and holds Seller harmless of and against all actions, claims and demands which may be instituted against Seller in connection with a breach of this Clause by Buyer and/or any other person for whose acts or omissions that Buyer is vicariously liable.

21. Audit
Buyer must, for a period of 7 years or longer if required by law, maintain all records for each Transaction and compliance with Clauses 20 and 22. At Seller’s request, Buyer shall destroy, or cause to be destroyed, all Deliverables, and all related documentation, data, designs, schematics, drafts, designs, drawings, descriptions, operational and testing information, technical information and data, and all other information which is designated as confidential or is deemed to be proprietary, and the fact that such confidential information has been disclosed to Seller, shall be deemed to be confidential or proprietary information.

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22. Compliance with Law and Corporate Social Responsibility

Buyer and Seller agree and confirm that Buyer shall be responsible for the terms of and with (a) all applicable laws, regulations, local country standards and government policies, guidelines, codes of practice; and (b) all instructions, policies, guidelines and codes of practice that were followed by Seller, in accordance with the Quotation. Maintenance services will be provided upon Buyer’s request, between 9:00 a.m. to 5:00 p.m. Monday to Friday during normal public hours. All charges will be itemized in the Quotation, Seller will use its reasonable endeavours to respond to a request for maintenance services. Maintenance services outside of the above-mentioned hours will be charged to Buyer at Seller’s prevailing rates.

C. Exceptional Services

Maintenance services do not include (a) painting or refinishing of the Products; (b) relocation or transportation of the Products; (c) electrical work external to the Products; (d) the provision of replacement parts; (e) the provision of any product which would constitute an offence under the Bribery Laws. Buyer shall not, in any instance, make any alteration to the Products, including furnishing peripherals and consumables, repair/replacement tapes, printing ribbons, print-heads and toners; (e) any modification, alteration or removal of or attachment to the Products; (f) consumable parts such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; and (g) the correction of any fault of Products due to (i) Buyer’s failure to maintain a suitable environment as per Manufacturer’s specifications; such as; (ii) failure to maintain appropriate conditioning or humidity control; (ii) Buyer's neglect or misuse or failure to operate Products in accordance with manufacturer's instructions or for the intended purposes; (iii) alteration, modification, tampering or maintenance of the Products by a party not authorised by Seller; (iv) reinstallation, relocation and/or removal of Products unless conducted by Seller; (v) defective/unauthorised supplies or software used with Products; (vi) any damage caused by accident, abuse, misuse, use in conjunction with the Products any accessory, attachment or addition; (vii) any work done by anyone not authorised by Seller; (viii) any work done by anyone not authorised by Seller.

36. Miscellaneous

(3) Bribery and Corruption

Buyer undertakes to cooperate with Seller by (a) granting Seller access to the workplace; (b) employment practices; (c) Product in accordance with manufacturer's instructions or for the intended purposes; (d) alteration, modification, tampering or maintenance of the Products by a party not authorised by Seller; (e) reinstallation, relocation and/or removal of Products unless conducted by Seller; (f) defective/unauthorised supplies or software used with Products; (g) any damage caused by accident, abuse, misuse, use in conjunction with the Products any accessory, attachment or addition; (h) any work done by anyone not authorised by Seller; (i) any work done by anyone not authorised by Seller.

27. Operation and Use

Maintenance services are provided for the duration stated in the Quotation. Seller will ensure that all maintenance services are subject to the mutual agreement between the parties. If a Product reaches or is reaching end of life or end of support life during the Maintenance Term, Seller and Buyer will negotiate in good faith for Seller to explore alternatives for the continuation of maintenance. In the event of termination by either party, Buyer shall not be entitled to any refund should the Maintenance Services be cancelled or terminated for convenience by Buyer, or if Seller terminates the Transaction for reasons attributable to Buyer.