

GENERAL TERMS and CONDITIONS of SALE

Complete Agreement. These General Terms and Conditions of Sale are applicable to any and all sales of products by Seller and set forth the entire Agreement between the parties with respect to its subject matter. Seller hereby objects to or rejects any other terms or conditions appearing on any document from Buyer (including but not limited to purchasing terms in Buyer's order form). "Agreement" means the agreement arising from the acceptance of this order and its attachments, including these General Terms and Conditions of Sale, which are incorporated into and are part of the purchase order. For purposes of the Agreement between the Buyer and the Seller, the Seller shall be Markem-Imaje AB. Seller and Buyer are hereinafter jointly referred to as the "Parties" and individually as a "Party".

Orders. All orders are subject to acceptance by Seller. After Seller's acceptance, Buyer may not change its order without the written consent of Seller.

Delivery. Unless otherwise agreed to by Seller, all shipments are made CPT (INCOTERMS 2010) and all freight charges to Buyer's destination will be "Prepaid and added to the invoice". Time shall not be of the essence with regard to delivery by Seller and all dates are an estimate only. Under no circumstances will any liability be accepted by Seller for late delivery. Seller may make delivery in installments. Upon delivery, Buyer shall inspect the products, carry out all necessary formalities and inform the freight forwarder with respect to any defective products and/or packaging in compliance with applicable laws. Seller shall be under no obligation to receive any claim where Buyer fails to comply with this section.

Warranty. Seller shall deliver products which substantially conform to the Seller's specifications in effect at the date of shipment to Buyer. Subject to payment of the price by Buyer, Seller warrants that the equipments will be free from defects in materials and workmanship during twelve (12) months from the date of invoice, unless otherwise agreed by the Parties. Should a defect occur during the warranty period, Buyer shall promptly inform Seller, provide Seller with all relevant information and reasonable access to its site, and cooperate with Seller in order Seller to inspect and remedy the defect. Buyer shall not attempt to repair the equipments themselves without Seller's prior written consent.

Should a defect occur during the warranty period, Seller will, at its sole option, repair, replace or refund the purchase price of the equipment which proves to be defective in materials or workmanship. Warranty covers both parts and labor. Travel and expenses shall be charged to Buyer. To the maximum extent permitted by applicable laws, these remedies are the Buyer's exclusive remedies for breach of warranty. Any warranty services provided by Seller shall not extend the original limited warranty with respect to the equipments. The foregoing warranty shall not apply to defects resulting from: (a) non-compliance with user guides, specifications or Seller's instructions, (b) improper installation, use, storage, care or maintenance by Buyer, (c) tear and wear resulting from normal use of the equipments, (d) modification, alteration or retiming of equipments, (f) use of products not supplied by Seller including without limitation interfaces, software, additives, spare parts, accessories, ribbons, labels and consumables, (g) accident, neglect, misuse or abuse, (h) exposure to conditions outside the range of the environmental, power and operating specifications provided by Seller, or (i) force majeure events. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSES OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OR REPRESENTATION AS TO PERFORMANCES, NON-INFRINGEMENT OR LACK OF CONFORMITY, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, OR TRADE PRACTICE. Determination of the suitability of the products described in any quote or invoice is the sole responsibility of the Buyer and Seller shall have no responsibility in connection therewith.

Performance. Performance of equipment provided by Seller is indicative and shall not give rise to any liability. Buyer is aware that performance provided by Seller is based on results obtained in test environment and Seller makes no general representation or warranty in respect of the use of equipment in production.

Duties of Buyer. Buyer shall provide Seller with all relevant and accurate information and strictly comply with user guides and instructions provided by Seller. All samples, drawings, descriptive matter, specifications and advertising issued by Seller, and any descriptions or illustrations contained in Seller's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Agreement. Buyer is responsible for (i) the selection of the products, their use or results obtained and (ii) carrying out printing tests in order to check and validate the performances and the quality of the result of marking. Seller shall not be liable (i) in the event the products are used on supports other than those which were presented to Seller or on supports whose chemical composition and/or the process of implementation may vary, or (ii) in the event insufficiencies of performances and/or of quality of marking can be detected by a suitable control carried out by the Buyer. It is Buyer's sole responsibility to assess the risks in relation to its activity and Buyer is highly advised to take all preventive actions which are deemed necessary to mitigate any damage or loss that could arise of the use of the products, whether defective or not. Preventive actions include without limitation purchasing back-up equipments, setting up stocks of products, performance of testing process or setting out appropriate actions plan.

Safety Compliance. Buyer shall use safety devices, guards, and proper safe operating procedures as set forth in the applicable manuals, instructions, and labels. Buyer shall not remove or modify any safety device, guard, label, or warning. Buyer shall comply with all applicable safety and health laws, standards, regulations and codes. In particular, Buyer acknowledges that certain products may be considered as or contain hazardous materials and Buyer shall inform and train its employees accordingly.

Prices. Unless otherwise agreed, all prices quoted are CPT (INCOTERMS 2010) and do not include freight charges nor any sales, use, excise, property, import, export or such taxes that may be levied on the transaction by local, state, federal or foreign governments. Any such taxes shall be the responsibility of Buyer. Freight charges to Buyer's destination will be "Prepaid and added to the invoice"

Payment terms. Unless otherwise agreed, payment shall be made by Buyer Net thirty (30) days from the date of invoice.

Transfer of risks and title. Transfer of the risks shall occur in accordance with the agreed Incoterms. To the maximum extent permitted by applicable laws, Seller shall retain the ownership over the products until the full payment of their price by Buyer. As long as products remain Seller's property (a) Buyer shall not resell, modify, or use the products as security or guarantee and (b) Seller is entitled to sell the products to third parties and to take them back from Buyer's site.

Limitation of liability. TO THE MAXIMUM EXTENT PERMITTED BY LAWS, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF REVENUES, LOSS OF USE, LOSS OF CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OR DAMAGE TO PROPERTY OTHER THAN THE PRODUCTS THEMSELVES, PRODUCTION DOWNTIME, AND THIRD PARTY'S CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF SELLER FOR ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES COVERED HEREBY EXCEED THE NET AMOUNT RECEIVED BY SELLER FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CAUSE OF ACTION. ANY ACTION OR SUIT BY BUYER AGAINST SELLER AND RELATED TO THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF INVOICE OF PRODUCTS. THIS IS A COMMERCIAL TRANSACTION.

Changes. Because Seller's policy is one of continuous improvement, Seller reserves the right to change specifications and design at any time.

Intellectual Property Rights. All intellectual property rights and know-how in the products or in design, document, software, program, invention, technique or information made or compiled in connection with products or the Agreement shall belong to Seller. Where the products include any software, Buyer is hereby granted a non exclusive, non transferable license to use the software solely to operate the Seller's products on which the software is loaded. Buyer shall not copy, modify, display, decompile, disassemble or otherwise reverse engineer all or part of the products. In case of third party's claim based on proven infringement of intellectual property rights by the Products, Seller shall use its best endeavours (a) to obtain a license of use for Buyer (b) to replace or modify the products in order to make them non-infringing or (c) to reimburse Buyer of the price of product. The remedies described herein set out the sole and exclusive remedies of Buyer for infringement of intellectual property rights.

Confidentiality. Any and all information disclosed by Seller under this Agreement shall be considered as confidential by Buyer and Buyer shall not disclose such information to any third party or use such information for any purpose except as expressly agreed by Seller in writing.

Data protection. Reference is made to Seller's privacy statement available on <http://www.markem-imaje.com>.

Force majeure. Neither Party shall be liable to the other for delay or failure to comply with any of its obligations under the Agreement, in case of force majeure event or any other event beyond its reasonable control. Seller shall not be liable for delay in delivery or failure to manufacture due to causes beyond its or its subcontractors' reasonable control, including, but not limited to, delays or failures due in whole or in part to, acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strike, floods, acts of terrorism, insurrection, epidemics, quarantine, war, riot, transportation delays, acts of a public enemy, inability to obtain necessary labor, materials or manufacturing facilities, or other causes similar to those enumerated. In the event of any such delay or failure, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Notwithstanding the foregoing, Buyer shall be liable to pay price of products for the entire duration of the force majeure event preventing Seller from performing its obligations hereunder.

Law and Jurisdiction. This order shall be governed and construed in accordance with the laws of Sweden. No actions arising out of the sale of goods covered by this order, other than an action by Seller to recover the purchase price of such Goods, may be brought by either Party more than one (1) year after the cause of action accrues. Disputes arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time arbitration is called for. The arbitration proceedings shall be held in Stockholm, Sweden.

Exclusive Terms and Remedies

With respect to transactions to which the 1980 United Nations Convention for the International Sale of Goods (UNCISG) would otherwise apply and notwithstanding the venue to which the Parties to a particular order may have agreed for dispute resolution, the rights and obligations of the Parties hereto including these Terms and Conditions shall not be governed by the provisions of the UNCISG. The remedies and obligations of the Parties are exclusive and in lieu of any other remedies available at law including those contained in the Swedish Sale of Goods Act (SFS 1990:931).