



## TERMS AND CONDITIONS FOR NON-STANDARD WARRANTY

### 1. Acceptance

These Terms and Conditions of Non-Standard Warranty (“Terms”) are applicable to all types of non-standard warranty, including but not limited to the Unlimited Parts Protection program (“UPP”) and extended warranty program, which are provided by Videojet Technologies (S) Pte Ltd (“Company”) to the purchaser of such non-standard warranty (“Customer”). These Terms and the Company’s quotation in relation to such non-standard warranty are hereinafter collectively referred to as “Agreement”. This Agreement contains the sole and exclusive terms and conditions applicable to the subject matter covered herein. Unless expressly agreed otherwise in writing, Company hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in, or attached to, Customer’s orders or other documentation not issued by Company.

### 2. Services

- (a) Subject to the terms of this Agreement, Company shall provide replacement of parts for the equipment identified in the Agreement (“Equipment”) if the Equipment fails to conform to Company’s specifications (collectively, “Services”) for the term agreed in the Agreement.
- (b) Where replacement part coverage is included in the non-standard warranty, replacement parts will be new or equivalent in performance to new parts and provided at no extra charge to Customer. Parts being replaced will be the property of Company. Customer acknowledges that certain parts may be subject to discontinuance by the manufacturer, in which event Company’s obligation shall be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
- (c) The following services are not included in this Agreement and Customer shall be charged separately for any such service, unless otherwise expressly provided in this Agreement: (1) maintenance or breakdown services; (2) replacement of filters, fluids and accessories; and (3) replacement of parts if the Equipment used supplies and other consumables not approved by Company. This Agreement does not cover replacement of parts resulting from: (i) Customer or end-user misconduct, accident, neglect or misuse (including but not limited to any failure to maintain Equipment in conformance with Company’s maintenance standards, which shall include following and performing Company’s recommended customer care and cleaning program and maintenance and servicing in accordance with guidelines in Company’s service manual); (ii) failure of installation site to conform to Company’s applicable specifications; (iii) failure or inadequacy of electric power, humidity or air control; (iv) Customer’s or end-user’s use of parts, supplies and other consumables not approved by Company for use with Equipment; (v) Customer’s or end-user’s failure to follow operating procedures provided by Company; (vi) service or maintenance performed by a third party not authorized by the Company; and (vii) Force Majeure.
- (d) For Customers using Equipment containing Service Module 1 (“SM1”), SM1 replacements under a UPP term shall not exceed one (1) unit covered within each one (1) year period, commencing at the start of the UPP contract term and ending at the conclusion of the contract term (“SM1 Replacement Limit”). All claims by Customer for SM1 replacements must be made no later than 30 days after that SM1’s “end of life” date. In the event of termination or cancellation of any applicable UPP, or the provision of SM1 replacements exceeding the SM1 Replacement Limit, Customer must pay for any SM1 replacements received. For the avoidance of doubt, replacements for SM1 are only provided under a UPP and not under other types of non-standard warranty.
- (e) For Customers using Equipment which consist of UV laser marking machines, replacement of the laser tube (also known as the laser source) under this Agreement shall not exceed one (1) unit covered within the entire contract term (“Laser Tube Replacement Limit”). In the event of termination or cancellation of any applicable UPP or this Agreement, or the provision of laser tube replacements exceeding the Laser Tube Replacement Limit, Customer must pay for any laser tube replacements received.
- (f) For the avoidance of doubt, supplies (which include inks, ribbons, makeup fluids and other consumable products) are not eligible for or covered under any type of non-standard warranty.
- (g) The Services shall be subject to the Company’s standard operating procedures and timelines, which shall be notified to the Customer from time to time and which shall take effect from the effective date notified to the Customer. The Company may require the Customer to provide supporting documents (including but not limited to photos, diagrams, video recordings, etc.) in relation to any Equipment in connection with the Services or any claims from the Customer relating to the Equipment, and the Customer shall provide such documents promptly. Unless otherwise notified in writing by the Company, all claims by the Customer in



relation to replacements under the UPP or this Agreement must be made within 30 days of the earlier of (i) the end of the service life of the part to be replaced and (ii) the date on which the part is replaced.

3. **Price**

Unless otherwise specifically indicated by Company, prices are exclusive of, and Customer agrees to pay, shipping and related fees, foreign, state, local excise, sales, use, personal property or any other taxes or duties, except only taxes based on Company's income. All shipments are ex-works (INCOTERMS 2020) from Company's designated facility. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Company prior to invoicing or such taxes or duties will be charged to Customer; provided, however, if Company does not collect such items from Customer and Company is later requested or required to pay the same to any taxing authority, Customer shall promptly make payment to Company or directly to such taxing authority if requested by Company.

4. **Hazardous Materials**

Customer acknowledges that certain materials or products covered by this Agreement may currently or later be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on Company except as to the accuracy of special safety information furnished by Company), with any hazards of such materials or products, their applications and the containers in which such materials or products are shipped, and to inform and train its employees and customers as to such hazards. Customer shall hold Company harmless against any claims by its agents, employees or customers relating to any such hazards except to the extent such claims arise solely and directly from Company's failure to meet written specifications or the inaccuracy of specific safety information furnished by Company. Moreover, Customer acknowledges that hazardous materials may be generated as a result of Customer's use or cleaning of the Equipment or as a result of Services provided by Company. Company is not responsible for the disposal and/or removal of such hazardous materials from Customer's site. Company shall, however, contain such hazardous materials in receptacles that are provided by Customer. Customer shall ensure that the receptacles meet all relevant legal requirements. Subject to the foregoing restrictions, if Customer requires Company's compliance with any site-specific policies and/or procedures related to hazardous materials management, handling, and/or storage, it is Customer's responsibility to provide such policies and/or procedures to Company in writing for Company to be held responsible for compliance with same (to the extent applicable to Company).

5. **Customer's Obligations**

Customer shall, and where applicable, shall ensure that its end-user, at its expense: (1) exercise reasonable care in operation and normal maintenance of Equipment; (2) operate Equipment within Company's published specifications (including, without limitation, all environmental specifications); (3) maintain Equipment in conformance with Company's maintenance standards, which shall include following and performing Company's recommended customer care and cleaning program and maintenance and servicing in accordance with guidelines in Company's service manual; (4) properly maintain installation site and operating environment; and (5) provide necessary utility services for use of Equipment in accordance with Company's specifications.

6. **Limited Warranties**

Replacement parts provided under this Agreement are only warranted against defects in materials and workmanship for the remainder of the contract term of this Agreement. No additional or extended warranty period shall apply to replacement parts provided by Company in connection with the Services. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND COMPANY GIVES NO OTHER WARRANTIES IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. No employee or agent of Company, other than an officer of Company by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Customer's sole and exclusive remedy for breach of warranty shall be repair or replacement.

7. **Remedies and Liability**

Without waiving any other rights or remedies available to it under applicable law or otherwise, Company may defer provision of Services hereunder or under or pursuant to any other contract with Customer, until all past-due accounts of Customer are fully satisfied. Company's rights and remedies herein are in addition



to, and not in lieu of, any other rights or remedies Company may have at law or in equity. IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL, EQUITABLE OR STATUTORY CLAIM, CAUSE OF ACTION OR LEGAL THEORY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, COMPANY'S MAXIMUM LIABILITY HEREUNDER REGARDLESS OF LEGAL THEORY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT. Company will not be liable for any damages or costs resulting from any delays in performance.

8. **Term**

- (a) This Agreement is effective as of the Effective Date identified in this Agreement and continues for the term identified in the Agreement.
- (b) Either party may terminate this Agreement in the event of any breach of this Agreement by the other party, which, if is remediable, has not been remedied within 14 days of written notice of such breach.
- (c) The parties acknowledge and agree that the contract term identified in this Agreement is the essence of Company's pricing and Company will suffer losses if this Agreement is terminated prior to the expiration of such contract term. In the event of termination during the contract term, the Customer shall pay an early termination fee to reimburse Company for such losses, which fee is to be construed as liquidated damages and not as a penalty. The early termination fee will be computed as follows: Months Remaining in contract term x Monthly Rate (total price of non-standard warranty for the contract term/contract term in months) x 65%.

9. **Force Majeure**

Except for Customer's payment obligations, neither party shall be liable for delays in performance or non-performance, in whole or in part, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, pandemics, epidemics, acts of the government, or other similar causes ("Event"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part of this Agreement and/or any Purchase Order if such Event lasts longer than sixty (60) days. If an Event affects Company's ability to meet its obligations at the agreed upon pricing, or Company's costs are otherwise increased as a result of such Event, Company may increase pricing accordingly upon written notice to Customer.

10. **Assignment; Successors and Assigns**

Customer may not assign, novate or transfer this Agreement without Company's prior written consent. Any assignment, novation or transfer contrary to this Section shall be null and void. This Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11. **Governing Law; Venue; Actions; Attorneys Fees**

This Agreement is governed by and construed in accordance with the laws of Singapore without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the courts of Singapore. Any action brought by Customer pursuant to this Agreement must be commenced within the earlier of one (1) year from the date of delivery of Services or occurrence of the event giving rise to the claim, or such claim will be forever barred. In the event of any legal dispute, the substantially prevailing party shall be entitled to all reasonable costs incurred, including but not limited to collection costs, attorneys' fees and costs of suit.

12. **Entire Agreement; Modifications; Waiver**

These Terms are the only terms and conditions applicable to this Agreement, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any provision of these Terms is declared invalid or unenforceable to any extent, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Company's failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder.