

Terms and Conditions

These terms and conditions are an agreement between EBS INK-JET SYSTEMS USA, INC. and the customer ("Customer") identified on the sales order confirmation. Payments are to be made in U.S funds. Unless otherwise specified all invoices are due net 30 days from date of shipment from EBS-USA. PRICES INVOICED WILL BE THOSE IN EFFECT AT TIME OF SHIPMENT. EBS-USA reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Customer shall pay all sales tax or like tax applicable to this transaction. The attached sales order confirmation is an acknowledgment of Customer's order of the products ("Products") set forth on the sales order confirmation and is expressly conditioned on Customer's assent to the terms contained in this sales order confirmation, including any additional or different terms from Customer's purchase order, if any. Customer agrees to the terms and conditions set forth herein upon acceptance of the Products at Customer's location or upon delivery to Customer's common carrier at EBS-USA's facility, whichever is first. Title and risk of loss or damage to Products shall pass to Customer upon delivery to Customer's common carrier at EBS-USA's facility or, if applicable, EBS-USA's subcontractor's facility. Title to all software delivered to Customer, if any, including any modification or derivatives, remains vested in EBS-USA or EBS-USA's licensor and cannot be assigned or transferred. Customer agrees not to reverse engineer, disassemble, de-compile, or modify any software or any portion thereof. Software is provided "AS IS" with no warranties or indemnities whatsoever.

Customer shall at its own expense apply for and obtain any permit and inspection required for the installation and use of the Products. EBS-USA makes no promise or representation that the Products or its services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of EBS-USA. EBS-USA shall not be responsible for any losses or damages sustained by the Customer or any other person as a result of improper installation or misapplication of the Products. Customer shall defend, indemnify and hold harmless EBS-USA and its officers, directors, shareholders, agents and employees against any loss, damage, claim, suit, liability, judgment or expenses (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Customer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use or repair of the Products by Customer or of the information, designs, services or other work supplied to Customer, whether caused by the concurrent and/or contributory negligence of Customer, EBS-USA, or any of their agents, employees or suppliers.

The validity, performance and construction of this Agreement, and any disputes arising from or relating thereto, shall be governed by the laws of the State of Illinois. The United Nations Convention on the Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transaction Act shall not apply to this Agreement. The parties agree that any litigation between them concerning this Agreement shall be conducted entirely and exclusively in the Federal and State courts of Lake County, Illinois. Any claim or controversy arising out of or relating to this Agreement or the breach thereof shall, at the sole option of EBS-USA, be settled by arbitration in accordance with the rules of the American Arbitration Association, such arbitration proceedings to take place in Lake County, Illinois. Any award made by the arbitrators shall be binding upon the parties hereto, and judgment thereon may be entered in any court of competent jurisdiction. Customer hereby consents to venue and personal jurisdiction in Lake County, Illinois for any such arbitration proceeding and for any court proceeding.

All returns require a Return Materials Authorization ("RMA") number, which is good for 30 days from the date of issue. Authorized returns must be received by EBS-USA within 30 days of Customer's receipt of the RMA. Returned items must have the RMA number clearly visible on the outside of the package or it will not be accepted. Contact EBS-USA at 847-996-0739 to receive an RMA number. All items must be returned with an outer box and sufficient packaging to prevent damage; however the original packaging is preferred. Packaging materials may be purchased from EBS-USA. EBS-USA is not responsible for any items damaged in shipment. Custom items may not be returned for credit (unless deemed defective). Products must be shipped back to EBS-USA freight prepaid at Customer's cost. EBS-USA will not be responsible for any freight charges, duties, fees or charges and no credit will be given for them. Returns not meeting the specific terms and conditions will be rejected and returned to sender or disposed of at the sender's written directions. Customers wanting to return items to EBS-USA for credit after purchase may do so under the following conditions: (a) Customer's request for return must be received by EBS-USA no later than 45 days after shipment from EBS-USA or within 30 days of invoicing by EBS-USA; (b) Standard stock items must be returned in unused condition, as determined by EBS-USA; (c) A 20% restocking fee will apply to all returns for credit; and (d) Returned items must be complete with all manuals, cables, documentation, brackets, etc.

Customers making a warranty claim on Products may do so under the following guidelines: (a) Items returned under warranty and found to be problem free are subject to an evaluation fee. Warranty evaluation fees vary by product and more information is available upon request; (b) EBS-USA will repair or replace non-working items under warranty per the EBS-USA Limited Warranty Policy below; (c) EBS-USA will notify Customer of any warranty rejection. Any rejected items will be returned, repaired or disposed of per the Customer's request; and (d) For any Product returned under warranty, it is the responsibility of the Customer to pay for shipping costs to EBS-USA. EBS-USA will provide return shipping (ground service only) to Customer. If priority shipping is requested, Customer shall incur the shipping costs both to and from EBS-USA.

Out of Warranty Parts and Repairs: Customers wanting to return items to EBS-USA for parts and repairs out of warranty may do so under the following guidelines: (a) A non-refundable evaluation fee (\$70.00) is charged for all repairs. A quote will be provided for approval before any repairs are made. The evaluation fee will be applied to authorized repairs or the purchase of direct replacement items of equal or greater value. Repair evaluation fees vary by product and more information is available upon request; (b) Out of warranty repairs require a valid purchase order; (c) If a valid purchase order is not received from the Customer within 30 days of the quote provided by EBS-USA, the item will be returned to the Customer at their cost, and the evaluation fee will apply; (d) For any product returned out of warranty, it is the responsibility of the Customer to pay for shipping costs to EBS-USA. EBS-USA will provide return shipping (ground service only) to Customer. If priority shipping is requested by Customer, then Customer shall incur the shipping costs both to and from EBS-USA.

Limited Warranty Policy: The Product shall be free from defects in material and workmanship from the date of shipment by EBS-USA for twelve (12) months (the "Warranty Period"). All spare parts sold carry a warranty period of 90 days. EBS-USA warrants that the Product you have purchased from EBS-USA is free from defects in materials and workmanship under normal use during the Warranty Period. The warranty period begins on the day of shipment from EBS-USA. The warranty extends only to the original purchaser. It is not transferable to anyone who subsequently purchases the product from you. It excludes all expendable parts. During the warranty period, EBS-USA will repair or replace defective parts with new parts or, at the option of EBS-USA, serviceable used parts that are equivalent or superior to new parts in performance. This Limited Warranty extends only to products purchased from EBS-USA. This Limited Warranty does not extend to any product that has any damage, defect, malfunction, failure, deterioration, or which causes any injury or death, as a result of any of the following occurrences: (1) design or construction based on a plan, design, or specification not provided by EBS-USA; (2) misuse, abuse, exposure, alteration, negligence, accident, disaster, neglect, improper handling, improper testing or improper storage; (3) an act of God; (4) the use of parts not manufactured or sold by EBS-USA; (5) any deviation from or failure of Customer, or its agents, to comply with the usage parameters stated herein with respect to the use, operation, assembly, disassembly, repair, installation, modification, or routine maintenance of the products; (6) a result of war or terrorist attack; or (7) a result of service by anyone other than EBS-USA or an EBS-USA authorized reseller or authorized agent. Furthermore, this Limited Warranty does not extend to the following items: (i) Products purchased from anyone other than EBS-USA or an EBS-USA authorized reseller; (ii) Products purchased outside the United States of America; (iii) consumable parts such as ink containers, tubing, and filters; (iv) routine cleaning or normal cosmetic and mechanical wear; (v) damage from use of fluids other than EBS-USA approved fluids; (vi) damage from use outside the product's use or storage parameters; (vii) damage from use of parts not manufactured or sold by EBS-USA; (viii) damage from modification or incorporation into other products; (ix) damage from repair or replacement of warranted parts by a service provider other than an EBS-USA authorized service provider; (x) damage to or loss of any product or equipment printed on by an EBS-USA printer; and (xi) damage from failure to perform preventative maintenance as imposed by the application environment. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY POLICY, EBS-USA HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTENDED USE, AND MERCHANTABILITY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR PROMISES OTHER THAN THOSE EXPRESSED HEREIN, WHETHER ORAL, IMPLIED, WRITTEN OR OTHERWISE SHALL BE CONSIDERED A PART OF THIS AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT ACCEPTANCE OF EBS-USA'S DISCLAIMER OF WARRANTIES IS AN ESSENTIAL PART OF THE AGREEMENT REACHED BETWEEN CUSTOMER AND EBS-USA AND ANY SUBSEQUENT COMMUNICATIONS BETWEEN THE PARTIES SHALL HAVE NO EFFECT WHATSOEVER ON THE DISCLAIMER OF THIS WARRANTY. EBS-USA SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF PRODUCTION, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL SUCH PARTIES.

Limitation of Liability: EBS-USA is not liable to Customer for any damages caused by the Products or by the failure of the Products to perform, including without limitation any lost profits, lost savings, incidental damages, consequential damages or claims for personal injury. EBS-USA is not liable for any claim made by a third party or made by Customer for a third party. This limitation applies whether damages are sought, or a claim made, under this Agreement or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by anyone. This limitation of liability will be effective in the event EBS-USA or an authorized EBS-USA representative has been advised by Customer of the possibility of any such damages. EBS-USA's liability is limited to the purchase price paid by the Customer for the Product or Products involved in any claim described in this Section.

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