

AGFA GRAPHICS TERMS AND CONDITIONS OF SALE

LIMITED WARRANTY:

PRODUCTS MANUFACTURED BY AGFA AND SERVICES ARE PROVIDED TO BUYER IN ACCORDANCE WITH AGFA'S THEN CURRENT PUBLISHED LIMITED WARRANTIES FOR THE APPLICABLE PRODUCTS OR SERVICES, IF ANY. PRODUCTS MANUFACTURED BY PARTIES OTHER THAN AGFA ARE PROVIDED ONLY WITH THE APPLICABLE MANUFACTURERS' WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, ARE EXPRESSLY EXCLUDED. ALL OBLIGATIONS OF AGFA SHALL TERMINATE IF BUYER FAILS TO (i) PAY ANY CHARGES DUE AGFA, OR (ii) COMPLY WITH ALL INSTRUCTIONS, SPECIFICATIONS, AND DIRECTIONS FOR THE PROPER USE AND HANDLING OF THE PRODUCTS.

LIMITATION OF LIABILITY:

BUYER'S EXCLUSIVE REMEDY AND AGFA'S SOLE LIABILITY IN CONNECTION WITH PRODUCTS PROVIDED HEREUNDER WILL BE REPLACEMENT OF A DEFECTIVE PRODUCT WITH A REPLACEMENT PRODUCT. IN ORDER FOR AGFA TO REPLACE A DEFECTIVE PRODUCT, THE DEFECT MUST BE CONFIRMED IN WRITING BY AGFA. AGFA'S SOLE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THE PRODUCTS AND/OR SERVICE/S PROVIDED HEREUNDER, NO MATTER WHAT THE NATURE OF THE CLAIM, WILL BE THE NET PRICE PAID BY THE BUYER FOR THE APPLICABLE PRODUCTS AND/OR SERVICE/ S. AGFA WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY BUYER'S FAILURE TO FOLLOW AGFA'S INSTRUCTIONS OR PRODUCT SPECIFICATIONS; VARIATIONS OF PRODUCTS FROM THEIR SPECIFICATIONS WHICH ARE IMMATERIAL TO THE PERFORMANCE OF THE PRODUCTS, OR DEFECTS NOT REPORTED TO AGFA BY BUYER WITHIN THIRTY (30) DAYS AFTER SUCH DEFECTS COULD HAVE REASONABLY BEEN DISCOVERED BY BUYER. IN NO EVENT WILL AGFA, ITS SUPPLIERS, LICENSORS, AFFILIATES, OR OTHER OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS OF USE, DOWNTIME, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR HANDLING OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, EVEN IF AGFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO DISCOUNT ALLOWED ON FREIGHT, TAX, OR EQUIPMENT

Interest:

Payment is due within thirty (30) days from the date of the invoice. Interest will accrue on late payments in the amount of the lessor of (a) one and half percent (1.5%) per month (18%) per year or (b) the highest rate permitted by law.

Waiver of Claims:

Deficiency claims must be made in writing within thirty (30) days of receipt of the goods. Any claims for damage during transport must be made upon receipt of goods directly with the transport company. Failure to make timely claims will constitute a total and irrevocable waiver of such claims. Purchaser expressly waives any rights it may have to claims for consequential damages.

Waiver of Jury Trial:

Purchaser expressly waives its rights to a jury trial. Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act as amended. The seller hereby represents that to the best of its knowledge and belief the prices hereon stated are not in excess of maximum permitted under applicable Government Regulations.

Attorney's Fees and Costs:

In the event legal action is necessary to recover payment or enforce the parties' agreement, the purchaser will pay all costs and expenses, including reasonable attorneys' fees.

Jurisdiction, Venue, Choice of Law: The parties' agreement will be governed by and construed under the laws of the State of New Jersey. The parties consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the state and federal courts of New Jersey.