

# GENERAL TERMS & CONDITIONS FOR SALES & DELIVERY

## HSA SYSTEMS APS



### 1. General Provisions

- 1.1. The following conditions are binding for all quotations, orders, contracts, and deliveries unless other written agreement has been made with HSA Systems ApS, hereafter named "HSA Systems".
2. **Sales Quotations, Prices, Orders**
  - 2.1. Quotations:
  - 2.2. All quotations made by HSA Systems shall be valid for 14 days upon Customer's receipt of the quotation, unless different is stated in the quotation.
  - 2.3. All quotations made by HSA Systems are subject to Customer's written acceptance.
  - 2.4. Prices:
  - 2.5. The prices on all products, spare parts etc. shall follow HSA Systems' price lists as in force at any time.
  - 2.6. All prices are exclusive of VAT, duties/customs, other taxes, freight, export preparation charge and insurance costs.
  - 2.7. If Goods require pallet shipment Customer pays the packaging.
  - 2.8. Orders:
  - 2.9. Orders must be placed either through HSA Systems' order system (special access required) or per e-mail to mail@hsasystems.com.
  - 2.10. Order confirmations:
  - 2.11. When an order is placed Customer will receive an e-mail confirming receipt of purchase order. After an evaluation of the order, an order confirmation is sent to Customer via e-mail.
  - 2.12. An order shall not be binding on HSA Systems before an order confirmation has been sent from HSA Systems to Customer. An automatic or manual confirmation that an order has been placed by Customer is not equivalent to an order confirmation.
  - 2.13. Amendments and cancellations:
  - 2.14. From the time HSA Systems sends the order confirmation, Customer has 24 hours (counted in Danish working days) to cancel the order, provided that the Goods have not already been shipped from HSA Systems.
  - 2.15. After the expiry of the 24 hours stated in section 2.14, an order is binding for Customer and amendments or cancellations can only be made upon written agreement with HSA Systems. HSA Systems reserves the right to reject Customers' enquiry of an amendment or a cancellation.  
*Amendments:* In case HSA Systems accepts an amendment, Customer is obliged to pay any increase in the price which the amendment will cause. Furthermore, HSA Systems reserves the right to adjust the expected delivery time and to adjust the quoted price if an increase in exchange rates, taxes, customs or other duties occur.  
*Cancellations:* In case HSA Systems accepts a cancellation, HSA Systems reserves the right to charge Customer for all costs that HSA Systems have had in connection with the order including but not

limited to costs of purchase materials, freight etc. Furthermore, HSA Systems reserves the right to charge Customer a fee of 20% of the value of the Goods in case HSA Systems accepts a cancellation.

### 3. Return

- 3.1. In special circumstances and only after written agreement between Customer and HSA Systems, Customer can return stocked Goods to HSA Systems.
- 3.2. Only Goods that are unused and in undamaged original packaging can be returned.
- 3.3. In case HSA Systems accepts a return of the Goods, HSA Systems reserves the right to charge a fee equalling 30% of the value of the Goods.
- 3.4. Returns must be sent according to Incoterms, CIP. Freight, insurance costs and any other costs are paid by Customer.
- 3.5. There is no right of return on software provided by HSA Systems.

### 4. Delivery

- 4.1. Except for certain countries all orders are shipped according to Incoterm, CIP Carriage & Insurance Paid (receivers address). HSA Systems invoices costs of freight and insurance to Customer. Shipments to excepted countries (HSA Systems will inform about excepted countries upon request from Customer) shall be Ex Works against Customer's pre-payment of the Goods.
- 4.2. Shipment according to other Incoterms requires prior written agreement between HSA Systems and Customer. In such cases, Customer is responsible for insurance and HSA Systems reserves the right to request a copy of Customer's insurance.

### 5. Time of delivery

- 5.1. Information on delivery time is considered approximate and is based on prompt receipt of all necessary information regarding the order. HSA Systems will use all reasonable efforts to meet the scheduled date shown on the header hereof but does not guarantee to do so.
- 5.2. In case of notified delay on 14 days or more Customer shall give a written notice to HSA Systems, giving HSA Systems a minimum of 14 days to deliver the Goods. If the Goods are not delivered within this period, Customer can cancel the order. This shall be Customer's only right in case of a delay in delivery.
- 5.3. In case of a delay in delivery or cancellation confer section 5.2. HSA Systems shall not be liable to Customer for any damages, direct or indirect losses.
- 5.4. If delivery is delayed due to any act or omission of Customer, or Customer fails to take action or provide adequate shipping instructions after having been notified that the Goods are ready for dispatch, HSA Systems shall be entitled to place the Goods into a suitable storage at Customer's expense. Upon placing the Goods into storage, delivery shall be deemed complete, and risk in the Goods shall pass

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to Customer and Customer shall pay HSA Systems accordingly.

### 6. Payment

- 6.1. The required payment must be made by Customer before HSA Systems' shipment of the Goods unless a written agreement has been made with HSA Systems.
- 6.2. HSA Systems reserves the right to require pre-payment in part or whole before the initiation of an order.
- 6.3. In the event of late payment, HSA Systems reserves the right to demand interest on overdue payment of the amount owed, at the rate of 1.5 % per commenced month from the due date. HSA Systems reserves the right to add charges for issuing reminders.
- 6.4. Invoicing is done in Euro, DKK or other currency if agreed upon in writing. All expenses connected to transfer of payments, including but not limited to bank guarantees, letter of credits etc., both national and international, shall be paid by Customer, so full amount is transferred to HSA Systems' account.

### 7. Retention of title

- 7.1. If HSA Systems renders Customer any form of credit, the Goods will be regarded as with retention of title, so that the Goods will remain the property of HSA Systems until full payment including any additional costs and interest charges has been made.
- 7.2. While the retention of title of the Goods remains in effect, Customer is obliged to take properly care of the Goods including prescribed storage, maintenance, full value insurance against fire, theft, and water damage. Furthermore, Customer must not make any changes to hardware, pledge the Goods as security, rent out, lend out or otherwise dispose of the Goods without written consent of HSA Systems until title has passed to Customer.

### 8. Complaints

- 8.1. Immediately on receipt of the Goods, Customer must make the necessary examination of the Goods regarding any discrepancies and visual deficiencies. If Customer has a complaint a written description must be sent immediately to HSA Systems, no later than 8 days after delivery. If Customer fails to do so Customer forfeits the right to make a complaint hereof at a later time.

### 9. Warranty

- 9.1. **Warranty:**  
*HSAJET HP TIJ 2.5 printers:* With respect to the exceptions mentioned in these General Terms and Conditions for Sales and Delivery or in a given offer from HSA Systems, HSA Systems generally provides 24 months warranty on HSAJET HP TIJ 2.5 printers.  
*Piezo print heads:* On HSAJET Piezo printheads HSA Systems provides 12 months warranty. It is a

condition for the 12-month warranty on HSAJET Piezo printheads that only Xaar-approved printing fluids are used. The warranty expires immediately in any and all cases in which the Customer uses non-approved printing fluids.

*Printing inks and cartridges:* HSA Systems only provides warranty on printing inks and cartridges if the ink manufacturer of those printing inks and cartridges approves hereof. Warranty on printing inks is evaluated on a case-by-case basis. It is the individual ink manufacturer's sole decision whether there is a case for warranty or not. No warranty is given if the use before date has expired or if the printing inks and ink cartridges have not been transported or stocked in accordance with the regulations.

*Other products not manufactured by HSA Systems:* HSA Systems provides 12 months warranty on products not manufactured by HSA Systems i.e., products from external suppliers. It is HSA Systems' sole decision whether there is a case for warranty or not.

*Replacement parts:* The warranty period for replacement parts delivered under the warranty or for repaired parts ends at the same time as the period for the Goods which were originally delivered.

- 9.2. **Restriction of the warranty:** HSA Systems' warranty is restricted to the replacement or repair of the defective parts and to causes which occurred before the transfer of the risk.
- 9.3. **Warranty period:** The warranty period shall start to run from the time of dispatch.
- 9.4. **Exceptions:** The warranty does not include damages or defects which result from: wrong usage, misuse, Customer's lack of skills in operating the Goods, negligence, incorrect installation by Customer, changes of the Goods made by Customer without HSA Systems' written consent, modifications, insufficient maintenance, attempt at and faulty repairs made by other than HSA Systems' technicians, use of non-HSA approved parts or supplies, normal wear and tear. HSA Systems furthermore renounces all claims connected with installation and start-up. HSA Systems does not assume any warranties that the software provided fulfils the Customer's special requirements. Software is excepted from warranty. HSA Systems furthermore refer to the Software License Agreement mentioned in section 14 and the operating manual/user guide regarding a thorough regulation of Software.
- 9.5. **Notification:** If the Customer discovers a defect in the warranty period, which the Customer wants to plead, the Customer must immediately notify HSA Systems in writing. If the Customer fails to give immediate notice of a defect, Customer loses the right to plead the defect at a later time.
- 9.6. **Procedure and costs:** Customer's notification according to section 9.5 must be made to techsupport@hsasystems.com, requesting an RMA

form to be filled out. The filled RMA form must be printed and enclosed with the RMA Goods when shipping to the announced address. RMA Goods must be sent according to Incoterm, CIP. If the RMA goods are covered by warranty, shipment must be arranged according to section 9.8. RMA Goods must be safely wrapped for shipment. Upon HSA Systems' receipt of the RMA Goods together with a sufficiently filled out RMA form describing the problem, HSA Systems will start the examination of the RMA Goods. Customer is obliged to provide HSA Systems with all enquired information.

- 9.7. It is HSA Systems' sole decision whether there is a case of warranty or not. HSA Systems reserves the right to involve its suppliers in this assessment and to let the supplier decide whether there is a case of warranty or not. Furthermore, HSA Systems reserves the right to let HSA Systems' suppliers test the RMA Goods according to the supplier's rules and procedures.
- 9.8. In case of warranty, HSA Systems pays the freight costs. RMA Goods may only be returned according to an agreement with HSA Systems and with HSA Systems written permission. RMA Goods are to be returned by a carrier designated by HSA Systems. HSA Systems will not accept payment of any freight costs related to return of RMA Goods without prior agreement.  
If, according to section 9.7, the examination of the RMA Goods shows that there is not a case for warranty, HSA Systems reserves the right to invoice the freight costs to the Customer.
- 9.9. When returning Goods covered by warranty to Customer, HSA Systems decides the means of transportation. Preferably, HSA Systems ships the Goods together with any other orders which the Customer might have placed with HSA Systems. In this case HSA Systems only pays the additional freight costs which the Goods covered by the warranty might cause. Customer defrays all costs Customer might have for service or support of its own Customers regardless of whether there is a case of warranty or not.
- 9.10. In case of a warranty HSA Systems pays the costs (including HSA Systems' labour costs) for the repair or replacement of the defective parts, provided that the examination of the Goods and the repair or replacement is carried out at HSA Systems' premises.
- 9.11. HSA Systems will under no circumstances undertake an evaluation of Goods, a repair or a replacement on Customer's premises, unless HSA Systems' full transportation and accommodation costs are covered by Customer. If there is no case for warranty section 9.12 furthermore applies.
- 9.12. If, according to section 9.7, it is decided there is not a case for warranty, all HSA Systems' costs for examining the Goods including labour costs, are invoiced to Customer at the current rate. Customer

furthermore pays the prior agreed costs regarding a repair or replacement.

**10. Product discontinuation**

- 10.1. HSA Systems reserves the right to discontinue software and products or any components of products, whether offered as a standalone product or solely as a component, at any time.
- 10.2. HSA Systems is obligated to provide support for discontinued products or components for a period of one (1) year after the date of discontinuation.

**11. Freedom of Liability (Force Majeure)**

- 11.1. The following circumstances result in freedom of liability for HSA Systems, if they impede the fulfilment of the agreement or make the fulfilment unreasonably onerous: work disputes and any other circumstances, over which the parties have no control, such as fire, war, mobilisation or call-up to the military to such a degree, requisitioning, confiscation, trade and currency restrictions, revolt and disturbances, lack of transport, general shortages, energy restrictions and lack of or delay in deliveries from sub-contractors which are a result of any of the circumstances named here.

**12. Limitation of liability**

- 12.1. The warranties above are in lieu of all other warranties including, without limitation, the warranties of merchantability and fitness for a particular purpose.
- 12.2. HSA Systems' liability under, for breach of, or arising out of this agreement shall be limited to amount of the net purchase price of the Goods sold.
- 12.3. In no event shall HSA Systems be liable for the procurement of substitute Goods or liable for any special, consequential, incidental, economic, direct, indirect, or other damages (including without limitation loss of profit) whether or not HSA Systems has been advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty, negligence, or otherwise. This exclusion also includes any liability which may arise out of any third-party claims against Customer.

**13. Product Liability**

- 13.1. For product liability the Danish Law in force at any time shall be applicable. Unless it is stated in mandatory law, HSA Systems shall not be liable for consequential loss, loss of profit or any other indirect loss arising from product liability.

**14. Drawings, Descriptions and other IP rights**

- 14.1. All drawings and/or technical descriptions, illustrations or the like, which are delivered to Customer for use in the installation or assembling of systems and other products, remain the property of HSA Systems and may not without preceding written

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permission be used, copied or shown to a third party, or in any other way brought to the attention of a third party, and must be returned to HSA Systems immediately after use. Furthermore, HSA Systems refers to HSA Systems' Design Guide.

### 15. Software

15.1. If the Goods delivered include software, Customer will receive a Software License Agreement (SLA), which must be accepted before Customer installs the software. Customer may not in any way reverse engineer, decompile, modify or disassemble the software.

### 16. Safety

16.1. Machines, printers and other technical devices:  
Customer agrees to use the Goods in accordance with the operating manual/user guide.

### 17. Disputes

17.1. All disputes arising out of or in connection with these General Terms & Conditions for Sales & Delivery shall be subject to Danish law and be submitted to the exclusive jurisdiction of the Danish courts.

### 18. Safeguard Clause

18.1. The legal invalidity of individual provisions of the General Terms & Conditions for Sales & Delivery or other contracts between HSA Systems and Customer does not affect the validity of the General Terms & Conditions for Sales & Delivery as a whole.

DK-Odense, July 2021 (V.05/21)

*HSA Systems reserves the right to change the General Terms & Conditions for Sales & Delivery without prior notice.*