

## PRINTER SERVICE AGREEMENT TERMS & CONDITIONS

The following Terms & Conditions form the basis of the Printer Service Agreement concluded between Durst Group AG, registered with the Commercial Register of Bozen, REA-number: BZ – 91398, fiscal number: IT00848170213, Julius-Durst-Strasse 4, Brixen, 39042 Italy and its subsidiaries (hereinafter: "DURST") on the one hand and the distributor and service partner (hereinafter: "PARTNER") on the other hand.

The Printer Service Agreement including these Terms & Conditions regulates the contractual relationship in connection with the service of the hardware components of the printing system. In connection with the surrender of software including providing services under the Software Agreement the License Terms & Conditions of DURST on the Surrender of Software apply. Those are available under the following link:

<https://durst-software-solutions.com/en/imprint>

If any of the following general Terms & Conditions conflict with the individually agreed conditions explicitly mentioned in the Quote made by DURST for example by means of CPQ software (Configure, Price, Quote software), the individually agreed conditions in the Quote apply.

At the latest beginning with the Agreement start date as specified in the Quote these Terms and Conditions are deemed accepted. The contracting parties agree that the general terms and conditions of the PARTNER shall not apply. This also applies if the PARTNER refers to its terms and conditions of business or, respectively, its terms and conditions of purchase by counter-confirmations or in any other way.

### DEFINITIONS:

**Durst Workflow software** is a browser-based prepress and print production solution.

**User software** is the operation software owned by DURST, which may only be used on a prescribed DURST workstation and which forms part of the equipment supplied by DURST.

**Hardware** is the printing press, which consists in particular of a printing unit, an electronic control system, the housing, cables in the device, the ink supply system and the UV lamps with a control/power module; the integrated user software is not included.

**Permitted cleaning agents** are cleaning agents which are explicitly mentioned in the user guide, maintenance instructions or in the service manual.

**RIP Station** is an external computer for image processing and includes the hardware (computer), software (e.g. Durst Workflow) and printer driver/modules.

**Peripheral devices** are any extra devices which were not included in the delivery of the printing press or subsequently installed and/or approved by DURST.

**Print head crash** is mechanical damage to the print head, which is caused by the materials "crashing" with the print heads. This material crash is caused by improper use or the use of unsuitable material, for example, overly sensitive material (material which strongly deforms under exposure to heat, etc.). Thus, this does not constitute a malfunction of the printing press.

**DURST standard support hours** are from Monday to Friday from 8am to 6pm, excluding on public holidays in the country where DURST is located.

**Workstation** is an external computer for operating and controlling the printing system and includes the hardware and the user software made available by DURST

**Ink batch tracking** is a barcode system for reading the ink batches when filling the printing system, the user software documents the ink batch number by color, refill date with reference to the ink expiry date.

## I. PRELIMINARY REMARK

The PARTNER

1. is a subsidiary company or a contractual partner of DURST with a valid distribution agreement, which has to be presented on demand of DURST;
2. has concluded a corresponding agreement on the maintenance and service for a DURST system for the same duration as this agreement with a final customer in his/her contractual territory (sales or, respectively, service territory);
3. has at least one DURST-certified technician at its disposal for the contractual period for the requested print system who possesses a valid certificate; the costs for this certification are not covered by this Agreement and the PARTNER is solely responsible to ensure that it has at any time without disruption at least one DURST-certified technician with a valid certificate at its disposal, even in case he/she leaves his/her company prematurely;
4. possesses full access to the DURST service portal.

The PARTNER performs the service with the final customer and procures solely and exclusively the material necessary (spare parts and print heads) from DURST.

## II. SUBJECT MATTER OF THE AGREEMENT, SCOPE OF SERVICES

1. The present Agreement refers only to the Durst printing system specified in the Quote
2. Subject matter of the Agreement:  
DURST provides the PARTNER with the services and/or spare parts as specified in the Quote.
3. DURST undertakes to provide the services, described in more detail in the Quote and/or Annexes to this Agreement, itself or through subcontractors commissioned by DURST. Moreover, in addition to the contractually agreed services, DURST provides free standard support by telephone, e-mail and remote maintenance during DURST standard support hours.
4. Additional services which are not mentioned in the Quote and/or Annexes to this Agreement must be ordered by the PARTNER expressly in writing and the order must be confirmed by DURST in writing.
5. Parts replaced by the PARTNER at the final customer's that can be repaired or re-used become the property of DURST upon request. In this case, the PARTNER has to contact

DURST immediately after having exchanged or repaired such parts and the PARTNER has to clarify if DURST wants to have these parts returned or not. Standard return costs are borne by the PARTNER.

6. The final decision about a spare part and/or printhead exchange is made by the DURST certified technician.

### III. EXCLUSION FROM SCOPE OF SERVICES

1. Notwithstanding the definitions set out in any other documentation, the following services are expressly excluded from the scope of this Agreement:

- a) Peripheral devices
- b) The entire workstation, RIP station
- c) The repair of operational disruptions, defects and malfunctions caused by the following circumstances:
  - the improper use of the device and in particular through the non-compliance or non-performance of work to be performed by the PARTNER in accordance with the operating instructions in their latest version as provided by DURST and the instructions in the user software
  - print head crashes
  - the use of expired ink cartridges (the expiration date is listed on each ink package)
  - non-compliance with the ink batch tracking requirements
  - the use of non-original ink cartridges sold, certified or approved by DURST
  - the intentional or improper use, such as the use of inappropriate printing materials or the improper and careless use of the user software
  - due to maintenance, repair or the consequences resulting from such maintenance or repair performed by personnel not authorised by DURST
  - non-compliance (by the PARTNER) with the cleaning and maintenance intervals prescribed by DURST
  - the use of non-permitted cleaning agents
  - improper cleaning or removal of ink residue from the printing system
  - if the printing system's hardware or software has been changed or modified by personnel not authorised by DURST
  - damage caused by external force by third parties or the PARTNER's employees
  - damage caused by *force majeure*
  - downtime of the printing system exceeding 96 (ninety-six) hours unless stated otherwise in the printer maintenance instructions
  - peripheral devices or related disruptions

- improper printhead maintenance and cleaning of the device that uses mesh printing materials
- d) disposal of old devices
- e) trainings at the PARTNER's premises or of the PARTNER's employees
- f) any services (in particular also maintenance) concerning components other than those mentioned in the Quote
- g) any printer systems which have been dismantled from their original installation site and not re-installed by a technician authorised by DURST
- h) costs of ink replacement and any liability for consequential damages to the ink circuit's components – including but not limited to the print heads – arising out of the ink replacement
- e) freight costs, customs charges, import taxes. These costs have to be borne by the PARTNER in any case.

The transport shall be organized by the PARTNER who assigns DURST with carrying out the transport operations. DURST receives the invoice from DHL (or any other carrier) for providing transport operation, DURST will pass the freight costs in the invoice on to the PARTNER because DURST acts on behalf of the PARTNER.

2. In the event that DURST believes that a printhead defect can be corrected by replacing one or more printhead slots and that replacement of a complete printhead is not necessary, but PARTNER nevertheless insists on a complete printhead, the corresponding printheads are not to be covered by this Agreement and shall therefore be invoiced.

#### **IV. PARTNER OBLIGATIONS**

1. The PARTNER undertakes to enter all service requests, maintenance and malfunctions immediately in the DURST service portal and to document and represent each service order therein in accordance with the guidelines. Maintenances and repairs of any kind whatsoever may only be carried out by DURST-certified personnel without any exception.
2. The PARTNER undertakes to report immediately any faults to DURST in writing via the Durst online service portal or during the DURST standard support hours also by telephone **(+39 0472 810125 (for Italy) and +43 4852 717736 (for Austria))**.
3. The PARTNER undertakes to comply with the preventive maintenance cycles and documentation tasks (e.g. regular filing of nozzle tests / test patterns, checking of the ink batch tracking, etc.) that are necessary according to the service manuals in their latest version available to all partners on the Durst Service Platform (e.g. Extranet Service).
4. The PARTNER undertakes to inspect the printing system of the final customer as to its current status quo before conclusion of the Agreement with DURST, to determine the status quo of the device, in particular which repairs are necessary etc., and to bring the printing system into a state of unobjectionable condition at the expenses of the final customer before the Agreement starts, provided that the system does not fall in the warranty period. The PARTNER has to provide the appropriate proof of the unobjectionable condition of the

printing system in coordination with DURST. DURST expressly reserves the right to perform and control the inspection for the PARTNER against payment through own personnel on site.

- a) In case the Agreement is concluded before the warranty expiry date and takes effect immediately after the warranty end, the PARTNER is obliged to perform the end of warranty service maintenance before the warranty expires and bring the printing system into a faultless technical condition under the warranty conditions before the Agreement takes effect. The condition of the printing system after the end of warranty maintenance was completed shall be documented in the Service Portal together with the test pattern and ink batch tracking, and the original test pattern shall be sent to DURST for review.

In case the PARTNER fails to comply with the requirements specified in this point, DURST reserves the right to demand immediate inspection of the printing system by the PARTNER and, if needed, ask the correction of any deficiencies in the printing system condition at the PARTNER's costs.

5. The PARTNER undertakes to ensure with the customer that the printing system and the device is maintained in a reasonable condition pursuant to the operating manual in its latest version available to all partners on the Durst Service Platform (e.g. Extranet Service) and that the compliance with the climatic conditions of the working environment prescribed is ensured. In case of non-compliance with maintenance cycles or improper maintenance, the customer receives a warning or the request to complete a training.
6. In case of the operating manual change, the PARTNER is obliged to inform the customer accordingly and to make the changes available to the customer.
7. The PARTNER undertakes to pay the invoices issued by DURST based on this agreement in a timely manner.
8. The PARTNER undertakes to solely use original spare parts which are directly obtained from DURST. Orders have to be placed in writing explicitly referring to this Agreement.
9. The PARTNER has to notify DURST immediately thereof if he/she intends to change the business location of the printing system for which DURST performs services pursuant to this Agreement; DURST reserves the right in this case to newly fix the costs for the services or to terminate this Agreement.
10. In case that this Agreement is concluded at a later date that is more than twelve months after the delivery of the printer to the PARTNER, DURST may – before the commencement of the Agreement – carry out “an initial service or, respectively, a preliminary inventory” at the expenses of the PARTNER, which is furthermore not covered by the present Agreement.
11. Should the PARTNER have agreed on any response times with the final customer, it falls within his/her sole sphere of responsibility to ensure that the material needed is available for him/her on time. Any storage costs shall exclusively be borne by the PARTNER himself/herself and only the defective parts shall be replaced by DURST free of charge.
12. The PARTNER undertakes to reimburse and hold harmless DURST against all claims of any kind whatsoever of the final customer.

13. In case that the PARTNER does not fulfill the duties mentioned in the points above, DURST will separately charge the PARTNER for all additional costs and expenses incurred thereby.

## V. PROVISION OF SERVICES AND RESPONSE TIMES

The PARTNER will perform the services requested in accordance with this Agreement and/or in accordance with the agreement concluded with the final customer within the following response times or within the deviating response times expressly agreed with the final customer, if any:

Type of malfunction	Response support*	Latest decision for on-site service *	Commencement of repairs after decision regarding on-site service*
total failure of the printing system	1 hour	6 hours	24 hours (2,5 business days)
Strongly limited operation	1 hour	6 hours	24 hours (2,5 business days)
Moderately limited operation	2 hours	24 hours (2,5 business days)	72 hours (7 business days)
Lightly limited operation	24 hours (2,5 business days)	72 hours (7 business days)	72 hours (7 business days)

\* = the indicated response times can only be observed during the PARTNER standard operating hours. These are from Monday to Friday from 8:00 a.m. to 6:00 p.m. excluding official holidays.

### Example:

The malfunction message through the Service Portal arrives on Monday at 6:00 a.m.

In case of a total failure of the printing system:

*Response Support* 1 hour means by 9:00 a.m. on the same day considering that the standard operating hours start at 8:00 a.m.

*Latest decision for on-site service* 6 hours means until 2:00 p.m. on the same day

*Commencement of repairs after decision regarding on-site service* 24 hours means until 12:00 p.m. on the following Wednesday

provided that Monday – Wednesday are not public holidays

**Definition of types of malfunction:**

Total failure of the printing system	The malfunction leads to a permanent unavailability of the printing system or has essential effects on the security.
Strongly limited operation	The malfunction leads to a temporary unavailability of the printing system or has effects on the security. In case of quality problems, the production can be continued with a slower printing mode (loss of speed >50%).
Moderately limited operation	The malfunction restricts the users of the printing system in their work or has lower impacts on the security. In case of quality problems, the production can be continued with a slower printing mode (loss of speed < 50%).
Lightly limited operation	The work of the users of the printing system is only marginally affected. The users can pursue their work, accepting less application comfort. In case of quality problems, the effects on the printing quality are negligible.

**VI. DURST’S DUTIES AND LIMITS OF THE OBLIGATIONS TO PERFORM**

1. DURST is under no circumstances obliged to provide a replacement printing system free of charge and it is herewith established by mutual consent that this is in any case impossible or, respectively, infeasible also for organizational and economic reasons.
2. DURST shall in no case be obliged to solely use new parts. Repaired or other suitable parts may also be used.

**VII. WARRANTY, LIABILITY**

1. The services under this Agreement constitute the sole obligation of DURST. DURST shall only be liable towards the PARTNER for intentionally or gross negligently caused damages and – to the extent permitted by law - only up to that amount that the PARTNER has actually paid to DURST for services under this Agreement in the year in which the damage occurred.

DURST shall in no case be liable for any damages resulting from subsequent costs or any incidental damages, for any extra costs resulting from the outsourcing of the production or over-time by employees, for any losses, loss of profits, paper consumption or, respectively, consumption of print media, consumption or loss of ink or other material that is used in connection with the device. All personal injuries resulting from the non-compliance of operating and security regulations shall also be excluded.

2. Unless otherwise agreed in this Agreement, DURST shall not be liable for that its services are permanently provided without any interruptions or errors.
3. DURST shall in no case be held liable for any damages of any kind whatsoever that result from the fact that spare parts cannot be delivered on time due to a delay of external suppliers or forwarders, due to travel arrangements or customs, causing delays in performance of the services of DURST.

#### **VIII. REMUNERATION, EXPENSES AND OFF-SETTING**

1. The price of this Agreement specified in the Quote (e.g. CPQ Quote) shall be indexed in application of the Consumer Price Index. Should this index not be published anymore, the index replacing that index shall apply and, should there be no such index, a similar index at DURST's option shall apply. Reference month shall be the month of conclusion of the Agreement; downwards or upwards monetary fluctuations and thus downwards or upwards fluctuations of the index to be applied of up to 3 % shall not be taken into consideration thereby, fluctuations exceeding such however shall be taken into consideration to their full extent.
2. Additional services that were expressly commissioned shall be remunerated in accordance with this point, unless agreed otherwise in a written agreement.
3. The amounts stated in the Quote are exclusive value added tax.
4. Payment shall be made within 30 days from the date of invoice. In case of default in payment, default interests of 9.2% p.a. over the base interest rate of the European Central Bank shall be due.
5. Off-setting of claims of the PARTNER with those of DURST is expressly excluded.
6. The price of this Agreement may be adjusted after 24 months. The price increase may not exceed 5% per year.

#### **IX. DURATION OF THE AGREEMENT, CANCELLATION**

1. This Agreement is concluded for an indefinite period of time. The PARTNER however declares to waive his/her cancellation right for the duration of 2 years. The PARTNER shall however in any case not be entitled to cancel the Agreement in accordance with the following provisions of this point - save for the provisions under point IX. 3. – as long as the corresponding agreement on the maintenance and service for a DURST system concluded with the final customer in his/her contractual territory (sales or, respectively, service territory) is still validly existing. DURST shall not be tied to this restriction and may thus cancel the Agreement in accordance with the following provisions of this point.
2. This Agreement may – save for the provisions under point IX. 1. – be cancelled by both parties without indication of any reasons under observance of a cancellation period of three (3) months at the end of each calendar month in writing (e.g. per e-mail) with a respective proof of delivery. The delivery date corresponds to the beginning of the notice period.
3. Notwithstanding the cancellation option under point IX. 2, each party shall be entitled to immediately terminate the Agreement, if in particular one of the following serious grounds is fulfilled:



- a) one of the parties does not fulfill essential provisions of this Agreement and the same party does not comply with such upon a respective written request of the other party within 14 days
  - b) the opening of an insolvency or composition proceedings against a party or the dismissal of such for lack of assets as well as ongoing execution proceedings against a party
4. Upon cancellation of this Agreement, payment of all claims connected therewith becomes immediately due.

## **X. CONFIDENTIALITY, DATA PROTECTION**

1. DURST is obliged to confidentiality as regards trade or business secrets as well as documents and information of any kind whatsoever, which DURST has received knowledge of when executing its tasks. It is without significance for this confidentiality obligation if other persons also have access to the knowledge of these circumstances and facts or not. All information that is not expressly marked as not confidential shall be deemed confidential.
2. DURST will bindingly impose the same confidentiality obligation to all its employees and sub-contractors that get or could get in touch with the mentioned information, documents etc. The information, the documents, the secrets etc. may not be used by DURST for any other purpose than for this contractual relation, in particular not for its own purposes.
3. The confidentiality obligations shall continue to apply unchanged after the termination /fulfillment of this Agreement for a duration of five years.
4. The PARTNER undertakes to obtain for himself/herself and for DURST all necessary statutory consents of all persons, the data of whom he/she has at his/her disposal and which could be used or transferred by him/her or by DURST in the framework of this Agreement.

## **XI. LEGAL BASIS**

1. The integral parts of the Agreement, forming the legal basis of this Agreement and binding for the interpretation in cases of doubt, are set out in the order indicated below
  - i. The Quote (e.g. CPQ Quote) together with the present Terms & Conditions
  - ii. The Annexes to this Agreement
2. The integral parts of the Agreement and legal basis apply in the order indicated. In case of contradictions, the higher ranked contractual basis is decisive. Unless otherwise provided in this document, there are no other contractual components.
3. The Parties confirm that they have received, read and understood all of the agreement documents. The PARTNER confirms in particular that it has received or got access to the Annexes to this Agreement (e.g. Performance Overview) prior to concluding this Agreement.
4. Unless stated otherwise in this point, any oral and written agreements made in advance of agreement conclusion and any other documents and performance specifications or the PARTNER's contrary terms and conditions shall be rendered void upon conclusion of the present Agreement.

## **XII. FORCE MAJEURE**

None of the parties shall be held liable for any delays or for the non-fulfillment of obligations in the framework of this Agreement to the extent that such delays or such non-fulfillment are/is due to circumstances that do not lie within the sphere of influence of the respective party („force majeure“); this shall apply provided that the respective party immediately notifies the other party of these events of force majeure. Force majeure shall in particular (but not exclusively) be given in case of wars, riots, natural disasters, strikes, resource scarcity etc. This shall however not release the PARTNER from his/her obligation to pay all amounts due under this Agreement to DURST.

## **XIII. FINAL PROVISIONS**

1. Should one of the provisions of this Agreement be or become legally nvalid, this shall not affect the validity of the remaining contractual provisions and of the Agreement itself. The invalid provision shall be deemed replaced by such a valid provision that corresponds as close as possible the economic purpose of the provision replaced. Same shall apply to contractual gaps or insufficient contractual provisions.
2. Modifications of and additions to this Agreement require to be in writing to be valid. This shall in particular also apply when waiving this written form requirement.
3. All provisions of this Agreement that continue to apply due to their nature after this Agreement was terminated remain valid in connection with this Agreement until they are fulfilled.
4. DURST may partially or entirely assign or transfer rights and/or obligations resulting from this Agreement to a subsidiary company of DURST, as well as to a parent company, its final holding company or the subsidiary of such. This Agreement cannot be transferred onto third-parties by the PARTNER without the prior written consent of DURST.
5. The omission or enforcement of a contractual provision or of the exercise of a right in the framework of this Agreement by DURST (before or after its termination) shall not constitute a waiver of the provision in question or of the respective right.
6. Austrian law shall be exclusively applicable to this Agreement, under exclusion of the UN sales law.
7. Place of jurisdiction of all disputes arising out of the present Agreement or in connection with this Agreement shall be the competent *ratione materiae* and *ratione loci* court in Lienz, Austria. DURST however reserves the right to make use of any other place of jurisdiction. The PARTNER expressly waives his/her right to make use of the place of jurisdiction in one of the federal states or in the United States of America.

Furthermore, DURST shall be entitled to have all disputes arising from or in connection with a contract concluded between DURST and the PARTNER finally settled by nominating one or more arbitrators appointed according to the Arbitral Rules of the International Chamber of Commerce (ICC) from an arbitral tribunal according to these Rules.