

Terms and Conditions of Use

Acceptance of Goods – All orders shall be accepted subject to Heidelberg USA's terms and conditions set forth below. Retention of goods beyond 30 days after shipment constitutes acceptance of all terms, conditions and prices including, if applicable partial shipments, and said conditions are agreed to by buyer, unless immediate notice is given in writing, and the packing slip/return slip returned for correction to Heidelberg USA, Inc. 1000 Gutenberg Drive, Kennesaw, GA 30144. Heidelberg USA does not guarantee the availability or replacement of spare parts.

Warranty: Seller warrants to the original Buyer named herein the equipment purchased by Buyer as follows;

1. Press and Finishing/Bindery Equipment: New press and finishing equipment is warranted against defective parts or workmanship for one (1) year, and service labor will be provided free of charge for six (6) months from date of installation. The foregoing warranty is subject to proper operation, lubrication and maintenance of equipment as outlined in the operating manual supplied by Seller with said equipment. Buyer may not impair safety by removing guards and/or safety interlocks. Seller's sole obligation under the warranty is, at its option, to replace, repair or correct any defective material or workmanship where it appears to Seller's satisfaction that the defect was present at the time of delivery of the equipment, or to remove the equipment at its own expense, making refund of any payments made by Buyer. Buyer waives any right, extending beyond the foregoing warranty, to claim for negligence by Seller in design, material, workmanship or installation.

2. Prepress Equipment: Prepress equipment is warranted against defects in material and workmanship and will conform to the manufacturer's published specifications for ninety (90) days after its delivery to Buyer's floor. If the Buyer reports a problem during the warranty period, Seller will repair or replace the equipment or component causing the problem during standard service hours without charge. Seller may, at its option, elect to refund the purchase price less depreciation, as determined by Seller, in exchange for the Prepress equipment. Such refund shall constitute a complete satisfaction of all claims. The warranty shall not apply if the equipment has been abused or modified or if the equipment is interfered with or damaged by causes external to the equipment such as vandalism, accident or acts of God.

3. Domestic Items: All domestic components, accessories and parts carry the warranty of the manufacturer only.

4. Spare Parts: Heidelberg, Polar, Stahl and Finishing spare parts are warranted against defects as follows: electrical parts for ninety days from date of shipment; mechanical parts for six (6) months from date of shipment. Prepress parts are warranted against defect for thirty days from date of shipment. There is no warranty for expendable parts. Heidelberg's obligation under this warranty is to repair or replace the defective part, subject to the following: all defective parts must be returned to Heidelberg USA within 30 days of shipment of the replacement part and any credit due, if applicable will be issued only when the defective part is received by Heidelberg USA; electrical parts will not be accepted for return except where Heidelberg USA can determine a manufacturing defect exists. Parts that are "quality sealed" must be installed by an authorized Heidelberg USA technician. A broken seal voids any warranty for these parts and no credit will be given if they are returned with a broken seal. Heidelberg USA will not accept for return any unused parts not returned within 30 days of shipment. Heidelberg USA will invoice a deposit charge in addition to the cost of the part for repair/exchange parts. Repair/exchange parts are subject to the 30-day return policy.

EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT ON THE FACE OF THIS CONTRACT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SOLD HEREUNDER IS MERCHANTABLE, OR FIT FOR ANY PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE EQUIPMENT AND ANY SOFTWARE.

Software License: Software supplied with or for the equipment shall remain the property of the Seller. The Seller hereby grants the Buyer a royalty-free, non-exclusive, non-transferable license to use such software for the sole purpose of operating the equipment supplied pursuant to this Contract. Buyer will not modify or reverse engineer the software or disclose or deliver the software to any third party. If Buyer sells or transfers the equipment, it shall return such software and all copies thereof to Seller, unless such transferee agrees, in writing, to be bound by the provisions hereof. Buyer and transferee shall provide such written agreement to the Seller prior to the transfer of the equipment. If software is delivered subject to a self-contained, click-on, or shrink wrap license, the terms of that license will govern.

LIMITATION OF LIABILITY: BUYER IS EXPRESSLY NOTIFIED AND HEREBY AGREES THAT SELLER'S LIABILITY AS TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SUBJECT MATTER THEREOF SHALL IN NO EVENT INCLUDE ANY LOSS OF ANTICIPATED PROFITS, COSTS OF COVER, SPECIAL OR CONSEQUENTIAL DAMAGES.

Parts Shipment: Standard shipping service is FOB destination. Premium shipping services are FOB shipping point and include same day deliveries and deliveries weighing more than 150 lbs. Method of shipment is at the sole discretion of Heidelberg USA.