



# Master Terms

These Master Terms apply to the Contract (as defined below) between the Customer (as defined below) and Inca (as defined below) to the exclusion of any other terms, excluding the Schedule(s) (as defined below), that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 1. Definitions and Interpretation

1.1. In these Master Terms, the following definitions and rules of interpretation apply:

- "Anti-Bribery Laws"** - means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to anti-bribery or anti-corruption.
- "Business Day"** - means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Charges"** - means the charges payable by the Customer for the supply of Goods and/or Services as set out in the Quotation or set out in Inca's relevant price lists available at the time of delivery.
- "Confidential Information"** - means all information of a confidential nature disclosed (whether in writing, orally or by other means directly or indirectly) by one party to the other including, without limitation, information relating to its products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- "Consumables"** - means the parts of the Goods which are designed or expected to be replaced periodically, as determined by Inca.
- "Contract"** - means the contract between Inca and the Customer for the supply of Goods and/or Services and is made up of the Quotation, these Master Terms and the relevant Schedule(s).
- "Customer"** - means the person who purchases Goods and/or Services from Inca subject to these Master Terms.
- "End-User"** - means the person or entity that purchases the Goods from a Customer in circumstances where the Customer is a distributor appointed by Inca.
- "Equipment"** - means Inca flatbed printers and ancillary equipment but excludes Printheads.
- "Force Majeure Event"** - means any circumstance not within a party's reasonable control including, without limitation, act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party or industrial action or disputes.
- "Goods"** - means the goods (or any part thereof), such as Consumables, Printheads or Equipment, set out in the Quotation that Inca agrees to supply to the Customer subject to these Master Terms.
- "Inca"** - means Inca Digital Printers Limited (company number 03951260) whose registered office is at 515 Coldhams Lane, Cambridge CB1 3JS, United Kingdom.
- "Inca Warranty"** - means the warranty provided by Inca to its Customers in respect of (as applicable) Equipment, Printheads and/or Spare Parts, as set out in the relevant Schedule.
- "Insolvency Event"** - means, in respect of a party, if it goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- "Intellectual Property Rights"** - means patents, copyright, design rights, trade marks and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Minimum Charges"** - means the minimum order requirement of Goods and/or Services that amount to £150 excluding any Value Added Tax or other applicable taxes for each order of Goods.
- "Non-Approved Inks"** - means inks or flush solutions other than those specifically recommended by Inca.
- "Printheads"** - means active jetting components of Equipment, normally handled in the form of printhead assemblies containing either single or multiple printheads with associated electronics and ink supply components.
- "Quotation"** - means the documentation setting out a quotation for the Goods and/or Services to be provided to the Customer by Inca, which is valid for thirty (30) days from the date of issue by Inca and is attached to or refers to these Master Terms.
- "Schedule"** - means a schedule to these Master Terms which sets out the specific terms relevant to Goods, Services and/or the Inca Warranty (as applicable).
- "Service"** - means the repair and maintenance service and any upgrades to be supplied to the Customer as detailed in the Quotation or Service Contract as applicable.

## Master Terms (continued)

**“Service Contract”**- means a separate contract between Inca and the Customer or End User whereby Inca provides routine maintenance to the Equipment on the terms as set out in that Service Contract.

**“Spare Parts”**- means parts (excluding Consumables) routinely supplied by Inca for replacing components of the Equipment.

**“Specification”**- means the material and performance specifications for the Goods and/or Services as set out in the Quotation and/or Service Contract.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of these Master Terms.
- 1.3. The Schedules form part of these Master Terms and shall have effect as if set out in full in the body of these Master Terms.
- 1.4. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Supply of Goods and/or Services

- 2.1. Inca shall supply the Goods and/or Services to the Customer in accordance with the Quotation, Specification and the relevant Schedule(s) in all material respects.
- 2.2. Inca shall use reasonable endeavours to meet dates or timeframes set out in the Quotation, or otherwise agreed with the Customer from time to time, but failure to meet such dates or timeframes will not be a breach by Inca of its obligations under these Master Terms.
- 2.3. The Customer shall at its own expense provide, or procure that the End User shall provide, all reasonably necessary co-operation and assistance requested by Inca relating to the provision of the Goods and/or Services.
- 2.4. Inca reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Inca shall notify the Customer in any such event.

## 3. Term

- 3.1. The term of the Contract commences on the Customer’s acceptance of the Quotation and shall expire on Inca providing the Goods and/or Services as specified in the Quotation.
- 3.2. The expiry or termination of this Contract does not affect the operation of the Inca Warranty.

## 4. Charges and Payment

- 4.1. Inca shall invoice the Customer the Charges, in part or in whole, on or at any time after:
  - 4.1.1. completion of delivery of the Goods in accordance with the relevant Schedule; or
  - 4.1.2. performance of the Services.
- 4.2. The Customer shall pay the Charges in full and in cleared funds (without any set-off, counterclaim, deduction or withholding) within thirty (30) days of the date of receipt of an invoice.
- 4.3. Inca may, by giving notice to the Customer at any time up to two (2) Business Days before delivery, increase the Charges due to:
  - 4.3.1. any factor beyond Inca’s control (including foreign exchange fluctuations, increases in taxes and duties);
  - 4.3.2. any request by the Customer to change the Specification, delivery date(s), quantities or types of Goods and/or Services ordered; or
  - 4.3.3. any delay caused by any instructions of the Customer or failure of the Customer to give Inca adequate or accurate information or instructions.
- 4.4. All Charges are exclusive of any Value Added Tax for which the Client shall be additionally liable at the applicable rate from time to time.
- 4.5. If the Customer fails to make any payment due to Inca under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount from the date on which payment was due at the rate of 3% per annum above the Bank of England base rate from time to time or 6% percent annually (whichever is the higher amount), until such payment in full is made.

## 5. Customer’s Obligations

- 5.1. The Customer shall or shall procure that the End User shall:
  - 5.1.1. not in any one Contract, order Goods and/or Services that amount to Charges that are less than the Minimum Charges;
  - 5.1.2. pay to Inca the Charges and any other reasonable additional charges or expenses incurred by Inca in connection with providing the Goods and/or Services as notified by Inca to the Customer from time to time;
  - 5.1.3. ensure the terms of the Quotation and Specification are complete and accurate;
  - 5.1.4. notify End-Users (if applicable) of their rights and obligations in respect of the Inca Warranty;
  - 5.1.5. maintain Goods in accordance with any instructions, manuals or guidelines provided by Inca;
  - 5.1.6. provide to End-Users (if applicable) any instructions, manuals or guidelines in respect of maintenance of the Goods; and
  - 5.1.7. comply with any additional obligations as set out in the Schedule(s).

## Master Terms (continued)

- 5.1.8. Install and maintain at their own cost a dedicated telephone line and Internet connection to assist with Equipment maintenance. The Customer acknowledges that Inca has the right to connect remotely to the Equipment via an Internet connection without prior notice for the purposes of analysis, data download and diagnostics. This anonymous data will be collected by Inca and shared with its approved ink and service providers, to assist with Equipment diagnostics, technical support, Equipment use and product development.
- 5.1.9. Operate the Equipment and perform all cleaning and preventive maintenance routines as defined in the Equipment User Manual and in any subsequent updates and service bulletins.

### 6. Confidential Information

- 6.1. Each party undertakes that it shall keep confidential and not disclose to any person the other party's Confidential Information, except as permitted under clause 6.2 of these Master Terms.
- 6.2. A party may disclose the other party's Confidential Information to:
  - 6.2.1. its employees, officers, representatives or advisers who need to know such information for the purposes of exercising their rights or carrying out their obligations under or in connection with the Contract, provided that such persons are subject to appropriate obligations of confidentiality; and
  - 6.2.2. to the extent required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3. The obligations of non-disclosure in clause 6.1 shall not apply to information which:
  - 6.3.1. is already known to that party on a non-confidential basis;
  - 6.3.2. has been lawfully communicated to that party by a third party who is lawfully in possession of the same and free to disclose it; or
  - 6.3.3. is public knowledge at the time when it is so provided, and the obligations of non-disclosure shall cease to apply in respect of any information if at any future time it becomes public knowledge through no default of that party.
- 6.4. The obligations of non-disclosure under this clause 6 shall expire five (5) years after the date of disclosure.

### 7. Limitation of Liability

- 7.1. Nothing in the Contract shall limit or exclude the liability of either party for:
  - 7.1.1. death or personal injury caused by that party's negligence;
  - 7.1.2. fraud or fraudulent misrepresentation; or
  - 7.1.3. any other liability which cannot be limited or excluded by applicable law.
- 7.2. Subject to clause 7.1, Inca shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss (such as loss of profits, sales, business, agreements, anticipated savings, data or information or damage to goodwill).
- 7.3. Subject to clause 7.1, Inca's maximum aggregate liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or other direct loss or damage or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid by the Customer under the Contract.
- 7.4. The Customer shall indemnify Inca against any liability which Inca may incur to any third party resulting from the Customer's performance of the Contract or use of the Goods.

### 8. Warranty

- 8.1. Subject to the terms of the Inca Warranty and, unless otherwise stated in the Contract, Inca makes no warranty in respect of the Goods and/or Services and all warranties, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

### 9. Suspension and Termination

- 9.1. Inca may suspend the Services or supply of the Goods if the Customer:
  - 9.1.1. does not make any or all payments promptly in full; or
  - 9.1.2. fails to comply with any other obligation under the Contract.
- 9.2. Any suspension by Inca under clause 9.1 will be without prejudice to any other right which Inca may have and will not give rise to any additional liability on Inca's part.
- 9.3. Without prejudice to any other rights or obligations under the Contract, either party may terminate the Contract with immediate effect by written notice if:
  - 9.3.1. the other party materially breaches the Contract and:
    - (i) that breach cannot be remedied; or
    - (ii) where such breach is capable of remedy, the defaulting party has not remedied the breach within thirty (30) days of receiving written notice from the non-defaulting party specifying the breach; or
  - 9.3.2. the other party is subject of an Insolvency Event.

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9.4. If either party terminates the Contract:

9.4.1. Inca shall no longer be required to perform the Services or supply the Goods; and

9.4.2. the Customer shall pay Inca any outstanding amounts for Services carried out by Inca and any Goods delivered to the Customer, up to the date of termination.

### 10. Force Majeure

10.1. If a party is prevented, hindered or delayed from performing any or all of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

10.2. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of three (3) months or more, either party may terminate the Contract by giving thirty (30) days' written notice to the other party.

### 11. Anti-bribery

11.1. The Customer shall comply, and shall procure that its officers, employees, agents and any other relevant persons who perform its obligations under the Contract shall comply, with all applicable Anti-Bribery Laws; and not cause Inca to breach any Anti-Bribery Laws.

### 12. Notices

12.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or any other address notified to the other party.

12.2. Any notice shall be deemed to have been received:

12.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

12.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

### 13. General

13.1. If the Customer has entered into an agreement with Inca under which the Customer is given distribution rights in respect of the Goods and/or Services, the terms of such distribution agreement take precedence over these Master Terms.

13.2. Subject to clause 13.1, the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.

13.3. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

13.4. The Customer shall not assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any of its rights and obligations under the Contract. Inca may at any time assign, novate, mortgage, charge or deal in any other manner with any or all of its rights under the Contract without notifying or obtaining permission from the Customer.

13.5. No variation of the Contract shall be effective unless it is in writing and signed by the parties.

13.6. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

13.7. Except as expressly provided in the Contract, a person who is not a party to the Contract shall not have any rights whether statutory or otherwise to enforce any term of the Contract.

13.8. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and each party agrees that the courts of England and Wales shall have non-exclusive jurisdiction in connection with the Contract.

## Schedule 1 Goods

### 1. Delivery of Goods

- 1.1. Unless otherwise agreed in writing by Inca, delivery of the Goods shall take place at Inca's place of business.
- 1.2. The Customer shall take delivery of the Goods within seven (7) days of Inca giving the Customer notice that the Goods are ready for delivery.
- 1.3. Any date(s) specified by Inca for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence. If no dates are specified, delivery shall be within a reasonable time.
- 1.4. Inca may arrange for delivery of the Goods by a third party courier to an address specified by the Customer. In such circumstances:
  - 1.4.1. the Goods will be at the risk of the Customer from the point of being collected by the courier;
  - 1.4.2. the Customer shall be liable for payment of all carriage, insurance, import and export charges, taxes and any other charges levied against the Goods; and
  - 1.4.3. Inca shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Inca with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 1.5. If for any reason the Customer fails to accept delivery of any of the Goods in the timeframe in clause 1.2 of this Schedule, or Inca is unable to deliver the Goods on time in accordance with clause 1.4 due to the Customer having not provided appropriate instructions, documents, licences or authorisations:
  - 1.5.1. the Goods shall be deemed to have been delivered, and risk in the Goods shall pass to the Customer, on the date Inca notified the Customer that the Goods were ready for delivery; and
  - 1.5.2. Inca may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 1.6. Inca may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 1.7. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 1.8. The Customer shall be responsible for complying with any legislation governing the importation of the Goods into the country of destination and the export of the Goods from the United Kingdom.
- 1.9. The Customer shall be responsible for the payment of any duties due on import and export of the Goods.

### 2. Title and Risk

- 2.1. The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 1 of this Schedule.
- 2.2. Title to the Goods shall not pass to the Customer until Inca receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 2.3. Until title to the Goods has passed to the Customer, the Customer shall:
  - 2.3.1. hold the Goods on a fiduciary basis as Inca's bailee;
  - 2.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 2.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 2.3.4. notify Inca immediately if it becomes subject to any of the events listed in clause 9.3.2 of the Master Terms; and
  - 2.3.5. give Inca information relating to the Goods as Inca may require from time to time.
- 2.4. Subject to clause 2.5 of this Schedule, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Inca receives payment for the Goods. However, if the Customer resells the Goods before that time it does so as principal and not as Inca's agent.
- 2.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.3 of the Master Terms, then, without limiting any other right or remedy Inca may have:
  - 2.5.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - 2.5.2. Inca may at any time:
    - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
    - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 2.6. Inca shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Inca.

## Master Terms (continued) – Schedule 1 Goods

### 3. Returns

- 3.1. The Customer may return all or part of the Goods (“**Returned Goods**”) if:
  - 3.1.1. the Returned Goods are to be repaired or replaced as notified by Inca whereby the Goods are subject to the Inca Warranty;
  - 3.1.2. the Returned Goods are to be repaired or replaced on terms agreed by Inca whereby the Goods are not subject to the Inca Warranty;
  - 3.1.3. the Returned Goods were ordered within the previous fourteen (14) days, have not been used and are in the same condition as that such Returned Goods were in at the time of delivery.
- 3.2. The Customer shall:
  - 3.2.1. arrange delivery of the Returned Goods to a place nominated by Inca;
  - 3.2.2. insure the Returned Goods for such delivery;
  - 3.2.3. be liable for all costs associated for the Returned Goods including delivery and insurance costs; and
  - 3.2.4. subject to clause 3.3 of this Schedule, be liable, at Inca’s option, to pay a restocking fee to Inca at the amount of 20% of the value of the Returned Goods.
- 3.3. Inca acknowledges that the restocking fee set out in clause 3.2.4. will not be payable if Inca:
  - 3.3.1. delivers Goods to the Customer and such Goods were not ordered by the Customer; or
  - 3.3.2. the Goods are subject to the Inca Warranty.

### Schedule 2 Services

#### 1. Customer's Responsibilities

- 1.1. In this Schedule, any obligation on the Customer to do or not to do something shall (if applicable) also include an obligation on the Customer to procure an End-User to comply with that same obligation as if the End-User was the Customer.
- 1.2. The Customer shall, without limitation:
  - 1.2.1. make the Equipment available to Inca's personnel for routine maintenance and mandatory upgrades as required under any applicable Service Contract and/or for performance of Services specified in a Quotation;
  - 1.2.2. provide Inca's personnel with such information and materials as may be required to supply the Services;
  - 1.2.3. ensure the Customer's premises for where the Goods are held are suitable and appropriate for Inca's personnel to supply the Services;
  - 1.2.4. provide Inca's personnel with full and safe access to the Equipment during any visit and comply with any relevant health and safety legislation;
  - 1.2.5. implement changes to the Customer's operational processes or to the Equipment environment as recommended by Inca or its personnel;
  - 1.2.6. assist Inca and its personnel with remote diagnosis of any faults to the Goods;
  - 1.2.7. notify Inca promptly of a fault to the Equipment and not operate the Equipment until Inca or its personnel have authorised to do so;
  - 1.2.8. allow only authorised personnel that have been trained by Inca to service, maintain or repair the Equipment;
  - 1.2.9. inform Inca if it uses or has used a Non-Approved Ink in connection with the Equipment;
  - 1.2.10. designate two individuals to serve as the primary and secondary contacts to deal directly with Inca or Inca's personnel in connection with the provision of the Services. These individuals must have sufficient authorisation to approve and accept the function of the Equipment at completion of a Service.

#### 2. Access to Goods

- 2.1. Time spent by Inca's personnel at the Customer's premises where such personnel is unable to access the Equipment or to perform services due to any fault or omission of the Customer will be charged by Inca to the Customer at the rate for labour specified in the Quotation or Service Contract as applicable, plus any relevant expenses incurred by Inca's personnel.

#### 3. Customer use of Equipment

- 3.1. Equipment repairs required as a result of Customer error, negligence, Equipment misuse, use of Non-Approved Inks, or refusal to implement changes recommended by Inca will be charged to the Customer by Inca at the standard non-contract labour rates and charges in place at the time. Any required replacement parts will be invoiced to the Customer at current list prices.
- 3.2. The Customer acknowledges that the Inca Warranty does not apply to the provision of Services.
- 3.3. Inca is not responsible for the generation, characterisation, management, treatment, storage, disposal or release of any chemicals or hazardous materials from or related to the Equipment resulting from Services provided by Inca.

#### 4. Health and Safety

- 4.1. The Customer is responsible for Health and Safety assessments and practices regarding use and maintenance of the Goods. It is the responsibility of the Customer to ensure that any Service carried out under the Contract or Service Contract can be performed in a safe working environment, and existing Health and Safety practices remain valid at all times.

## Schedule 3 Inca Warranty

### 1. Warranty

1.1. This Schedule applies to Equipment, Printheads and Spare Parts supplied or delivered by Inca in accordance with a Contract.

### 2. What does the Inca Warranty cover?

- 2.1. Subject to any exclusions as otherwise specified, this warranty applies if there are any manufacturing defects and faults:
- 2.1.1. to the Equipment that cause the Equipment to be of unsatisfactory quality under normal use;
  - 2.1.2. to the Printheads that cause premature failure of seals and electronics; or
  - 2.1.3. to Spare Parts that cause the Spare Parts to be of unsatisfactory quality under normal use and service.

### 3. What will Inca do?

- 3.1. Inca will use all reasonable endeavours to process any claims by the Customer for warranty manufacturing defect and fault as specified in clause 2.1 within thirty (30) days of Inca receiving the relevant Equipment, Printheads or Spare Parts (if applicable) and any other information reasonably requested by Inca.
- 3.2. During the applicable warranty periods as set out in clause 4 below, Inca or its personnel will repair or replace the Equipment, Printheads and/or Spare Parts that contain manufacturing defects and faults as described in clause 2.1 assuming Inca's personnel are able to access the Equipment to carry out repairs.
- 3.3. Inca will do this:
- 3.3.1. at no cost to the Customer and/or End-User except for any shipping and delivery costs necessary to deliver the relevant Spare Parts, Printheads or parts removed from the Equipment,
  - 3.3.2. using reconditioned parts where appropriate
  - 3.3.3. within fourteen (14) days of receiving the relevant Spare Parts, Printheads or parts removed from the Equipment (as applicable).

### 4. How long does the warranty last?

- 4.1. The warranty period for Equipment and Printheads (that are not sold as Spare Parts as determined by Inca) is for a period of twelve (12) months from the date of delivery of the Equipment and/or Printheads by Inca.
- 4.2. If the Equipment and/or Printheads is repaired or replaced under this warranty, the repaired or replaced Equipment and/or Printheads shall be subject to the unexpired portion of this twelve (12) month period.
- 4.3. The warranty period for Spare Parts is for a period that expires upon the earlier of six (6) months from the date of fitting that relevant Spare Part into the Equipment, or eighteen (18) months from the date of delivery of that relevant Spare Part by Inca.

### 5. What does the Customer have to do?

- 5.1. The Customer shall:
- 5.1.1. notify Inca of the defect and fault within fourteen (14) days of the defect occurring;
  - 5.1.2. use Inca's RMA process, to be advised by Inca to the Customer from time to time; and
  - 5.1.3. if requested by Inca, deliver the relevant parts to Inca at the Customer's cost, within fourteen (14) days of Inca's request.

### 6. What is not covered by the Warranty?

- 6.1. The warranty does not cover any defects or faults:
- 6.1.1. in respect of the Printheads:
    - (i) in Printhead performance as this is largely within the control of the Customer and/or End-User;
    - (ii) in which the Printheads are returned to Inca in an unsatisfactory condition that is not the result of a manufacturing defect or fault;
  - 6.1.2. to Goods (in whole or in part):
    - (i) that have been misused or abused, damaged, lost in transit or which have been opened, disassembled, repaired or altered by anyone other than Inca's personnel or a person nominated in writing by Inca;
    - (ii) whereby the Customer or End-User (as applicable) fails to maintain the Goods in accordance with any manuals or direction provided by Inca or made available by Inca from time to time;
    - (iii) to damage of Goods that is caused by contact with substrate;
    - (iv) receiving modifications not recommended or performed by Inca;
    - (v) being moved from the original location of installation without Inca's input or involvement;



## Master Terms (continued) – Schedule 3 Inca Warranty

- (vi) being fitted with replacement parts purchased from third parties other than Inca;
  - (vii) being serviced or repaired (other than day to day routine maintenance) by an individual who has not completed an approved Inca training scheme; or
  - (viii) that have not been maintained or held in an environment with appropriate input power, temperature, humidity, electrical grounding or other reasonable environmental requirement;
- 6.1.3. to Consumables; or
- 6.1.4. if the Customer or End-User (as applicable) has used Non-Approved Inks in connection with the Goods ■