

THESE ARE THE TERMS AND CONDITIONS ON WHICH MIRACLON WILL SUPPLY THE CUSTOMER WITH EQUIPMENT, SUPPORT SERVICES AND CONSUMABLES. THE CUSTOMER AGREES TO BE BOUND BY MIRACLON'S TERMS AND CONDITIONS CONTAINED BELOW.

Where capitalized terms are used in the Agreement then the following definitions will apply, unless the context otherwise requires.
shall mean a lease agreement concerning the provision of Products (including all applicable Schedules and these Miraclon T&C's which

All orders submitted by the Customer will be of no effect unless and to the extent that they are accepted by Miraclon in its sole discretion and provided they refer expressly to and are subordinate to the Agreement. Orders for Consumables may be subject to minimum order values, quantities and maximum frequency.

The prices herein do not include, and the Customer shall pay for: (i) costs for additional tools or equipment e.g., crane, forklift and in general costs for transport of the Equipment from deposit area to installation area; (ii) VAT; (iii) export or import duties or other customs charges, when and if applicable



Subject to Section 16.1, in no event shall the liability of Miraclon or that of its parent corporation, subsidiaries, affiliates, licensors, manufacturers, subcontractors and suppliers exceed the actual amount the Customer paid for the specific Products that directly gave rise to the damages claimed, regardless of the basis on which the injured Party claims. IN NO EVENT SHALL MIRACLON OR ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES, LICENSORS, MANUFACTURERS, SUBCONTRACTORS AND SUPPLIERS BE LIABLE FOR ANY KIND OF SPECIAL, CONSEQUENTIAL PUNITIVE, OR EXEMPLARY DAMAGES FOR ANY REASON OR UNDER ANY THEORY OF LIABILITY WHATSOEVER.

Subject to Section 16.1, in no event shall Miraclon, its parent corporation, subsidiaries, affiliates, licensors, manufacturers or suppliers or subcontractors be liable for any loss of revenue, profits, business, contr