

Agfa Graphics E-Store Terms of Use

Please review this document carefully before you make your purchase decisions. It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. Your purchase of a product or service through Agfa Graphics [E-Store](#) ("Agfa") is governed by the terms and conditions (these "Terms and Conditions of Sale") set forth below and our Terms of Use, which are incorporated herein by this reference. Please read them carefully. Your placement of an order indicates your acceptance of these Terms and Conditions of Sale and our Terms of Use. Agfa Graphics reserves the right to make changes to this website, these Terms and Conditions of Sale and our Terms of Use at any time, without notice.

1. Order Acceptance Policy

Your order to purchase a product or service on this website constitutes your offer to purchase, which Agfa may accept or decline in its sole and absolute discretion. Orders are not binding upon Agfa until accepted by Agfa. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Agfa reserves the right at any time after receipt of your order to accept or decline your order for any reason. Your order shall be deemed accepted by Agfa at such time Agfa receives payment for the product or service ordered and either ships the product or instructs the manufacturer or provider of the product or service purchased, as applicable, to deliver or perform the service, as applicable. Agfa also reserves the right at any time to supply less than the quantity you ordered of any item, in which case Agfa will notify you and give you an opportunity to cancel your order. You may not cancel your order after Agfa has shipped the product you purchased.

2. Pricing and Payment Terms

Pricing Information

The purchase price for the products and services you wish to purchase are provided on the form that will appear when you choose to checkout and purchase any product or service. By placing an order to purchase a product or service, you agree to pay the purchase price set forth on the order form.

In the event a product or service is listed at an incorrect price due to a typographical error, an error in pricing information received from our suppliers or our failure to timely update pricing information, Agfa shall have the right to cancel any order placed for a product or service listed at an incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Agfa shall promptly issue a credit to your credit card account in the amount charged to your credit card.

Payment Terms

Payment terms are within Agfa's sole and absolute discretion and, unless otherwise agreed to by Agfa in writing, payment must be received by Agfa prior to Agfa's acceptance of your order. Payment for any product or service purchased through Agfa must be made by credit card unless some other form of payment is arranged between you and Agfa in writing.

All orders placed by you must be approved by our Credit and Fraud Avoidance Department or service provider.

In certain circumstances, we may require additional verifications or information before accepting your order. In addition, credit card payments are subject to clearance by the bank or other financial institution that issued your credit card. Agfa will not be liable if the bank or financial institution refuses to approve or honor your credit card.

3. Sales Tax, Shipping and Handling Charges and Terms

Purchase prices do not include sales tax. Agfa may charge sales tax where applicable. If Agfa does not charge sales tax, you will be responsible for payment of any applicable sales tax in the state, county or municipality in which you reside.

Purchase prices do not include shipping and handling charges. Agfa offers several shipping alternatives from which you may choose. By placing an order, you agree to pay the shipping and handling charges set forth on the order form.

Products will be shipped directly to you by the product manufacturer. Any delivery or shipment date provided by Agfa is Agfa's good faith estimate, which is based solely upon the estimates of third-party shipping companies. You acknowledge that a product purchased by you may not be available for delivery at the time requested. You also acknowledge that a service provider may not be able to perform the service purchased by you in the time requested. Agfa's only obligation is to contact the product or service provider, as applicable, and request that such provider: (i) in the case of a product, ship such product in the manner and time quoted to you; and (ii) in the case of a service, contact you concerning such service within a reasonable period of time. AGFA WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCURRED BY YOU AS A RESULT OF ANY DELAY IN THE SHIPMENT, DELIVERY OR PERFORMANCE OF A PRODUCT OR SERVICE.

4. Return Policy

All Product returns shall be made in accordance with our return policy, as then in effect, and must be made directly through Agfa. You acknowledge that you have read and accept our return policies, which can be found under the Customer Service section of this website.

5. Manufacturer's Warranty

You acknowledge that the products and services available for purchase from Agfa are not manufactured, provided or warranted in any way by Agfa. The products and services sold on this website are subject only to any applicable warranties provided by the manufacturer and service provider, respectively. The manufacturer's and provider's warranties vary on each product and service available for purchase on this website. Prior to purchasing a product or service, you should contact the applicable manufacturer or service provider and obtain a copy of their warranty documentation. Extended warranties may be available directly from select manufacturers and providers. ALL REQUESTS FOR WARRANTY AND TECHNICAL SERVICE AND SUPPORT SHOULD BE MADE DIRECTLY TO THE MANUFACTURER AND SERVICE PROVIDER, AS APPLICABLE, IN ACCORDANCE WITH THEIR TERMS AND CONDITIONS AND WARRANTIES. ALL PRODUCT COMPLAINTS SHOULD BE DIRECTED TO THE MANUFACTURER AND SERVICE PROVIDER.

ALL PRODUCT TRAINING, SUPPORT AND SERVICES WILL BE PROVIDED EXCLUSIVELY BY THE MANUFACTURER, UNLESS THE PRODUCT PURCHASED BY YOU INCLUDES SUCH SERVICES WHICH MAY BE PROVIDED BY A THIRD PARTY.

6. Disclaimer and Limitation of Liability as to Products and Services Sold

AGFA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES SOLD ON THIS WEBSITE. AGFA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES SOLD ON THIS WEBSITE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT AGFA GRAPHICS, ITS DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES ARISING FROM ANY PRODUCT OR SERVICE SOLD ON THIS WEBSITE. YOU AGREE TO LOOK SOLELY TO THE PRODUCT MANUFACTURER OR SERVICE PROVIDER CONCERNING ANY COMPLAINTS, DEFECTS, LOSSES, CLAIMS, EXPENSES OR DAMAGES.

IN NO EVENT SHALL AGFA, ITS DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD THROUGH THIS WEBSITE.

7. General Release

You understand that Agfa does not manufacture products or provide the services sold on this website, but rather, obtains such products and services for distribution and performance through third party suppliers and service providers. Since Agfa is not the manufacturer of any product sold on this website and is not the provider of any service purchased on this website, in the event that you have a dispute with a manufacturer or a service provider concerning a product or service, YOU RELEASE AGFA (AND OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES) FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

8. Miscellaneous Provisions

This Agreement constitutes the entire agreement and understanding between you and Agfa relating to the subject matter hereof and supersedes all prior negotiations and understandings, both oral and written, regarding such subject matter. You may not assign your rights and obligations under these Terms and Conditions of Sale. These Terms and Conditions of Sale may not be modified or amended except in a writing

signed by you and Agfa. These Terms and Conditions of Sale are governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles. If any provision of these Terms and Conditions of Sale is or deemed to be unenforceable, illegal or otherwise invalid, that provision and the remaining provisions of these Terms and Conditions of Sale will be enforced to the greatest extent permitted by law. Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) against Agfa, its agents, employees, successors, assigns or affiliates arising from or relating to these Terms and Conditions of Sale, its interpretation, or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions of Sale, Agfa's advertising, or any related purchase shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association, under its code of procedure then in effect. The arbitration shall be held in Northern New Jersey or New York City. Any award of the arbitrator shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.