

## Standard Terms and Conditions

### **1. General**

Eltron reserves the right to amend its Terms and Conditions at any time. Deviation from these terms and conditions will only be effective if confirmed in writing by Vendor. It is the Customers responsibility to ensure it has the latest version update.

### **2. Offers**

Offers shall be binding for 30 days.

### **3. Acknowledgement of order**

A contract shall be formed between the purchaser and the vendor only when the vendor has acknowledged the order in writing.

In the event that the terms and contents of the order acknowledgement deviate from those of the purchaser's order as in the form of additions, amendments etc. and the purchaser is unwilling to accept such changes, the latter shall notify the vendor hereof within 1 week. Otherwise shall apply only the vendor's acknowledgement of the order.

All received data is considered copies of the purchasers original data and will only be returned on request. Eltron does not guarantee for safe keeping of these data and they may be destroyed 2 years after the final delivery.

### **4. Prices**

Prices noted in the offer of the vendor are current prices.

The vendor reserves the right to alter the prices on the day of delivery according to changes in cost price and rates of exchange, custom, freight and insurance, or other circumstances, which can not be controlled by the vendor.

### **5. Delivery**

The times of delivery stated shall be from the date of receipt of the order. If the initiation or further production processing of the order is delayed as a result of the purchaser's acts or conditions otherwise attributable to him, the vendor reserves the right to extend the time of delivery accordingly.

The vendor reserves the right to deliver 10% more or less than the quantity ordered.

Delivery shall be ex works - EXW - according to INCOTERMS 2000, unless otherwise agreed.

If, upon the purchaser's request, the agreed time of delivery is changed after the contract is formed, the vendor reserves the right to alter the prices.

No claim in damages arising out of a delay in transportation will be entertained.

Stock orders must be completed within a year of receipt of order at the latest. The remaining part of the order will hereafter automatically be shipped to the purchaser.

### **6. Payment**

The standard terms of payment shall be 30 days from the invoice date. Failing payment in due course, additional interest may be charged.

### **7. Complaint**

If, upon receipt of the goods, the purchaser finds that full delivery has not been made, the purchaser must notify the vendor hereof immediately or in no case later than 7 days after receipt of the goods.

If the goods delivered are found to be defective, any complaint hereof must be made in writing before 30 days from the invoice date.

In case of complaints, the vendor reserves the right to claim the goods in question returned for assessment. Return of the goods shall be at the purchaser's risk but at the vendor's expense, provided the complaint is recognized by the vendor.

If vendor accepts the claim, vendor is entitled to either repair the supplied goods or make a replacement supply.

### **8. Product liability.**

The vendor shall not be liable for damage to products manufactured by the purchaser or to products in which such products form part. The vendor shall not be liable for operating loss, loss of wages or other indirect loss or consequential damage. To the extent that the vendor might incur product liability towards any third party, the purchaser shall indemnify the vendor as far as the vendor's liability has been limited as hereinbefore stated.

If a claim in damages as hereinbefore described is lodged by a third party against any of the parties, this latter party shall immediately notify the other hereof.

### **9. Compensation**

If the vendor accepts a valid claim in writing, then it will replace equal product at equal revision status. If a replacement of goods is unacceptable, then a financial compensation will be agreed and will not exceed total order value. This will be by a way of credit note towards new Purchase Orders.

Compensation for assembled components, assemblies or other attributable rework or repair costs will not be accepted, unless this forms part of a pre-negotiated contract purchase agreement.

### **10. Disputes**

All Disputes between the parties must be settled by the court in London under application of the English legislation.