

General Sales Terms & Conditions

OBJECT:

- The Terms and Conditions hereafter constitute the contractual terms and conditions established between the BUYER and WIKA TECH, designated as "the PROVIDER". These terms apply to the purchase of products or services from WIKA TECH.

GENERAL CONDITIONS:

- The acceptance of the PROVIDER quotation by the BUYER implies its acceptance to these terms and conditions.
- The PROVIDER is bound by commitments that could have been taken by its engineers, agents, or sales representatives only after written confirmation of such commitment.
- Additional specifications mentioned in the PROVIDER's quotation prevail over these general sales terms and conditions.

PRICES

- Quoted prices are valid for 30 days. Beyond, the PROVIDER reserves the right to change prices due to factors beyond its control such as changes in exchange rates, taxes and duties, cost of materials.
- Any price modification will be communicated to the BUYER. Currencies used can be EURO or USD. Conversion costs would occur for payments in other currencies.

QUOTATIONS / ORDERS

- Unless specifically agreed in writing by the Parties, Quotations and Orders are established DAP (Delivered at Place) and include packaging.
- Contract starts when PROVIDER issues an order confirmation (AF), following order reception. Until this point, Parties should not consider having entered any agreement.
- Any objections, which the BUYER may have against the content of the (AF), must be submitted to the PROVIDER no later than 5 (five) working days after receipt of the AF by fax or by e-mail.
- Cancellation or modification of an order shall be subject to the PROVIDER's written approval. If accepted, the modification or cancellation will imply a compensation to cover for the PROVIDER expenses and losses. Minimum compensation corresponds to 20% of the order, total compensation being determined on a case-by-case basis.

DELIVERY DATES

- Delivery dates shown in the AF are only guiding and any delay in delivery shall not justify any order cancellation, compensation, or retention of any due payment.
- Additionally, the PROVIDER is not responsible for any delay due to the non-respect by the BUYER of any of its obligations (such as pre-payment), or in the case of force majeure e.g. fire, flood, war, requisition, strike, or any other incident resulting in the total or partial cessation of the PROVIDER or its supplier's activity.

TRANSPORTATION, INSURANCE, CUSTOMS

- Unless specifically agreed in writing by the Parties, delivery conditions are DAP (Delivered At Place): include transportation and insurance however exclude customs clearance that remains at BUYER's expenses.
- The BUYER shall be responsible for inspecting the deliveries and eventually taking actions against the transportation company if necessary.
- Unless otherwise requested by the BUYER, the PROVIDER will ship the goods in the most inexpensive yet safe way (DHL/UPS...), by air.
- Return costs are at BUYER's expenses.

INCOMING INSPECTION

- The BUYER shall perform a visual and quantitative inspection of the products upon delivery and shall notify the PROVIDER of any defect, omission or apparent damage. Written notification shall be issued to the PROVIDER within 5 (five) working days upon reception, otherwise shipment would be considered in conformance.

TERMS OF PAYMENT

- Payments are always due upon invoice reception, unless specifically stated.
- Engineering Services orders are due net 30% at order/AF reception, 70% at final invoice reception, unless specifically stated.
- If the BUYER fails to pay an invoice in due time, interests corresponding to +15% shall be added to total cost. The non-payment of an invoice shall authorize the PROVIDER, all rights and actions reserved, to suspend any delivery to the BUYER until full payment is received.
- Bank wiring costs always remain at BUYER expenses

OWNERSHIP

- The products remain PROVIDER's property until the complete and actual payment of any and all-due payments.

LIMITED WARRANTY

- The products are guaranteed to correspond to the specifications stated in the sales materials.
- The warranty only applies to the delivered products and is limited to one exchange. Any non-conformance to the PROVIDER's specifications shall be observed by both parties.
- The warranty is valid for 6 months upon delivery date, is limited to the replacement / repair of the BUYER's product and do not commit the PROVIDER to any additional compensation. The warranty does not apply in the cases of force majeure, of repairs resulting from transportation damages, from regular use (i.e. ageing), of deterioration resulting from the negligence, lack of supervision or maintenance, or misuse of the product. Please consult us for warranty extensions.

FINAL USER CLAUSE

- It is BUYER's responsibility to share final user's identity & nationality with the PROVIDER, in case final user is not the BUYER himself. As a rule, the BUYER shall comply with the trade regulations of the country it belongs to. WIKA TECH shall not be considered liable for having products rerouted by fraud into any embargo-targeted country.

TRAINING

- Training services must be specifically detailed in the order/AF, at conditions defined in advance between the two Parties. BUYER shall provide trainees with required qualification level, in accordance with PROVIDER's requirements.

DEFECTS AND PRODUCT LIABILITY

- The PROVIDER shall not assume any liability in the case where delivered products are used under other conditions than those mentioned in the sales materials. Liability cannot exceed the commercial value of the product.

REPAIRS & RE-CALIBRATION

- Repairs and recalibration resulting from normal wear and tear are subjected to orders, and shall be performed at the PROVIDER's laboratories.
- The PROVIDER does not ship replacement products while the BUYER's products are being repaired or recalibrated at the PROVIDER's laboratories, unless specified in orders.
- PROVIDER shall approve any ship back of any goods prior to any shipment. Products being shipped back shall be entirely cleaned, otherwise cleaning fees will be charged. The BUYER commits to provide MSDS sheets of any fluid and/or gas that the product has been facing during its use.

CONFIDENTIALITY

- Each party recognizes the confidential character of the information shared by the Parties during negotiations or during the order. Consequently, each Party shall disclose such information only for the use of the Product and software and shall not disclose, or make available, such information to any third Parties.

APPLICABLE LAW

- This contract responds to the French laws. The Tribunal de Commerce de Chambéry, France, shall settle any disagreement or dispute between the parties relating to the interpretation and extent of these sales terms and conditions.

These sales terms and conditions contain provisions limiting the rights of the BUYER or assigning obligations to BUYER beyond those that follow the legislation, and BUYER's attention has been specifically drawn on this.

Customer name _____
Signature _____