

General terms and conditions

1. General provisions

The following general terms and conditions shall apply to all business relationships between us and our customers. Any provisions or amendments contrary to our terms and conditions shall not be effective unless we have expressly confirmed them in written form. Conditions of purchasing of the contracting party shall not be valid unless we have expressly approved them in written form. Individual, ineffective provisions do not affect the validity of the remaining provisions. Subject to typographical and printing errors

2. Quotations

Our quotations shall not be binding. The unit prices stated in a quotation shall only be valid when ordering the entire content of the submitted quotation. All our prices are calculated ex-works plus statutory VAT. Quotations are valid for 30 days unless otherwise stated.

3. Technical data, dimensions and weights

All specifications in quotations, brochures and descriptions, such as performance, dimensions, weights etc. have been determined to the best of our knowledge, however they shall be no guarantee as to the actual features or characteristics of the goods. All drawings and illustrations are the property of photonus. They may neither be modified nor be made available to third parties without our approval.

4. Orders, confirmations of orders and prices

Orders shall not be legally valid until the receipt has been confirmed by us in written form. Complaints about confirmations of orders shall be made within one week in writing. Special services that have not been defined in the contract (if applicable initial starting operations) shall be charged separately.

5. Dates and delivery times

Dates or delivery times specified by us shall not be binding. Delivery time starts with the date of the order confirmation, thus, at the earliest after having clarified the details of the order. After the non-binding delivery time specified by us has expired, there shall be no default in delivery until the contracting party has sent a written reminder and has granted a respite of at least 4 weeks. Default in delivery does not start until the respite granted has expired. Force majeure of any kind shall entitle us to extend the delivery time by the duration of the time lost due to force majeure and by an appropriate starting time or to withdraw from the contract without the accrual of claims for compensation. Force majeure includes all conditions beyond our control which impede delivery or make delivery impossible, regardless if the situation be experienced on behalf of photonus or one of our suppliers.

6. Payment

Terms of payment: pre payment or other special agreement. The buyer shall pay for any expenses of payment transactions. If the date for payment has expired an interest rate of 2% per month shall be charged.

At the same time we shall be entitled to withdraw from contracts without respite or to claim compensation because of default. Furthermore, outstanding deliveries shall only be confirmed and conducted against advanced payment or securities.

7. Returning goods

Returning delivered goods is generally excluded. Should returned goods be accepted in exceptional cases (solely in original packing), a handling fee of 15% of the net value of the goods or at least EUR 70.00 shall be charged. If already confirmed orders are cancelled, an adequate partial amount shall be charged depending on the stage of production of the goods at the time of cancellation.

8. Retention of title

We shall retain title to the goods delivered (reserved property) until all liabilities have been fulfilled by the buyer. The buyer is obliged to handle, maintain and store the delivered goods correctly. The buyer is liable for any damage and for the loss of the goods regardless of the reasons for this damage or loss. If the contracting party resells the goods it assigns all claims to us in advance. These serve the protection and satisfaction of our claims to the same extent as the reserved property. In case of seizure or other interferences by third parties the contracting party shall allude to our property and notify us immediately.

9. Notification of defects and warranty

In general, the statutory regulations of warranty shall apply. We must be notified of defects immediately, in written form within one week. Any warranty claims whatsoever shall expire if installation, initial operation, adjustment and commissioning are not carried out by an authorised professional company, or when the conditions of installation specified by us were not adhered to. Liability for consequential damage is expressly excluded.

10. Compensation

Claims for compensation of any kind as a result of wrong consulting, deficiencies of the product etc. shall be excluded if our executive employers or the owners have not acted with gross negligence or intention. Should the buyer himself be made liable due to the product liability law, he expressly abstains from recourse against us.

11. Transport damage

Any damage to the goods caused during transport must be detailed on the transport documents prior to signing for receipt. The goods and damage must be photographed immediately and sent to photonus with a copy of the paperwork detailing the damage.

12. Place of performance and jurisdiction

The place of performance and jurisdiction shall be the headquarters of the contractor for both contracting parties.

Dornbirn, January 2017