

Conditions of Purchase

General:

Provided no other agreements have been made, all our purchase orders for goods or services are subject to these conditions.

Delivery:

Deliveries take place according to the purchase order or Microtronics instructions on the agreed upon date. Microtronics is to be notified immediately of any changes regarding the delivery date.

The products are to be packaged appropriately. The delivery has to comply with Austrian safety-, packaging- and hazardous material regulations. All relevant documents like material safety data sheets and certificates of compliance are to be enclosed.

The cost of the transport, including packaging, insurance and all additional incidental expenses are the sole responsibility of the contractor unless other agreements have been made.

Terms of delivery go into effect beginning on the date of our order.

In case of a delayed delivery the contractor is obligated to pay the following contractual penalties: 0.5% of the value of the ordered goods, starting on the 8th day of the delay. If there is a delay of delivery lasting longer than 20 days Microtronics reserves the right to make a replacement purchase. All resulting additional costs like express surcharges or higher purchasing prices are the responsibility of the contractor. The tardy contractor is also responsible for any financial damages exceeding the contractual penalty fees.

Price:

Unless explicitly agreed upon otherwise, the, from Microtronics stated prices include all taxes and incidental expenses including the cost of transportation. The prices stated in the contracts are considered fixed prices. Microtronics does not accept any price-adjusting clauses unless they have been specifically agreed upon.

Payment:

The settlement of an invoice does in no way waive of our rights to a claim of defect and does not eliminate the possibility of an eventual notice of defect regarding faulty goods.

Unless otherwise agreed upon, Microtronics settles all invoices within 14 days of delivery of goods and invoice with a 3% early payment discount or within 30 days net.

Warranty and Delivery:

The warranty obligation of the contractor is based on statutory provisions, provided no other agreements have been made. The contractor is to release Microtronics at first prompting from any claims made by third parties for any defects, copyright infringements or for a faulty delivery for which Microtronics is deemed partially responsible. The contractor has to have adequate product liability insurance.

Warranty:

Unless no other agreements have been made, the products are under warranty for two years. Microtronics partial or final payment does not impact the warranty rights in any way. Respectively, an already settled invoice is not a confirmation of a final acceptance. Microtronics right to register a complaint remains in its entirety.

Notice of defect:

The contractor guarantees that all delivered goods meet the agreed upon specifications. The goods are to be made of the agreed upon material, and be free of material-, manufacturing-, and or construction defects that could hinder or prevent the contractually agreed upon and conventional usage or diminish the value of the delivered goods. The delivered goods are to conform to all in Austria applicable statutory regulations.

If the goods of a delivery are defective Microtronics has the option to either, demand a replacement at no added cost, demand a discount according to statutory regulations or demand a correction of the defects. In urgent cases Microtronics has the right to seek the permission of the contractor to have the defect repaired by co-workers of Microtronics at Microtronics' facilities by Microtronics employees, have the repairs made by a third party or find a replacement, all at the expense of the contractor. The same holds true if the contractor defaults on the warranty obligations. If more than 10% of a random sampling are defective Microtronics is authorized to raise a claim of defect on the entire shipment or, after consulting with the contractor, have the entire shipment tested at the contractor's expense.

The size of the random sampling is determined by Microtronics.

If Microtronics insists on a repair or exchange, Microtronics reserves the right to withhold payment until all owed services/deliveries are fulfilled.

All replacement deliveries and repairs are to be made at the expense of the contractor to the same extent as with the original object of delivery, including transport-, transit and labor costs, without limitations.

The warranty of the replacement begins on the day of the delivery.

A signature on the delivery confirmation, like the settlement of the invoice, is in no way a confirmation of the properness of the delivered goods. Any delivery is accepted only conditionally. The final acceptance of the goods takes place only after testing them at the final place of usage. Any by Microtronics ascertained quality defects can be alleged within 90 days of delivery.

Information and Data

Any drawings, drafts, samples, manufacturing instructions, company intern data and tools etc. which had been handed over to the contractor for the purpose of the execution of the assignment remain the property of Microtronics. They may not be used for any other purposes or copied and are not to be shared with third parties. All are to be treated with the utmost professionalism.

All above mentioned components can be recalled by Microtronics at any time and are to be relinquished immediately and without prompting in any case if no business contract gets signed.

Our contract partner is obligated to keep all knowledge ascertained through our cooperation confidential.

Place of jurisdiction, place of delivery:

The exclusive place of jurisdiction for all disputes regarding this contract, or any issues in connection with it, is our place of business. Notwithstanding the choice-of-forum clause, Microtronics can assert their rights against contactors before any court that is responsible.

Provided the order does not state other agreements, our place of business is the place of delivery.