

TERMS AND CONDITIONS OF DELIVERY

1. General

Unless otherwise agreed in writing, the terms and conditions of delivery below and the terms and conditions stated in NL92 and NLT95 from the Confederation of Danish Industry shall be applicable.

2. Offers

Offers shall be applicable for 15 days, unless otherwise stated in the offer. Should changes be made to the offer material or material of any other kind used in the offer, the offer shall be voided.

3. Orders

Orders shall not be binding until they are confirmed in writing.

Should changes be made to the production material, SELEKTRO A/S reserves the right to invoice such changes.

Production shall be carried out in accordance with IPC-A-610 rev. E class 2, unless otherwise agreed in writing.

The Customer shall be liable to pay for excess components, which, due to production quantity not correlating exactly with the minimum component packaging size or the minimum purchase quantity, and for irrevocable purchase agreements. In case either of stocked goods that are inactive over a 12-month period or termination of partnership, the stock holding and incoming components shall be liquidated at purchase price +20 %.

4. Terms and conditions of payment

Unless otherwise agreed in writing, the following terms and conditions of payment shall apply: 15 days net from date of delivery.

In case of delayed payment, interest shall be payable from date of invoice at 1 (2) % per month. In case of delayed payment, SELEKTRO A/S shall be entitled to delay and/or hold back any subsequent delivery. Delayed payment shall be considered serious infringement of the agreement.

5. Non-recurrent costs

Before initiating a new production series, the customer shall be invoiced payment of production materials, including fitting programming, inspection machinery, solder stencils and other production tools, and any other non-recurrent costs payable to external suppliers.

The Customer's production materials shall remain the property of the Customer, whereas production materials produced at SELEKTRO A/S' expense shall remain the property of SELEKTRO A/S.

6. Delivery

Delivery date shall be the date of dispatch from SELEKTRO A/S. Unless otherwise agreed in writing, delivery is ex works (EXW) at the Customer's risk and expense in accordance with Incoterms 2000.

7. Claims

Claims shall be submitted in writing and sent to SELEKTRO A/S immediately and not later than 30 days after the goods are received.

The guarantee shall be voided on goods tested if the Customer has removed the testing apparatus, documentation or anything else, which SELEKTRO A/S requires in order to carry out repairs or tests.

If SELEKTRO A/S can approve the claim, SELEKTRO A/S shall be entitled to resolve the problem and/or redeliver within a period of 6 weeks from the date of delivery. The Customer shall have no further infringement rights until after the end of the six-week period.

Items for which the Customer wishes to lodge a claim shall be sent to SELEKTRO A/S. The Party returning the item(s) shall be required to bear freight costs.

8. Product liability

SELEKTRO A/S shall accept no liability for the Customer's indirect losses nor for the Customer's clients' direct or indirect losses, including liability for product claims and losses due to recall of faulty products..

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