



**Wainwright
Instruments GmbH**

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Terms, Ordering Information and Price Basis

*For our **European Customers (EU Members)***

**EU
Members**

General: Orders must be placed with Wainwright Instruments GmbH
Widdersberger Str. 14, 82346 Andechs-Frieding, Germany

Orders received by Fax or E-mail are considered legally placed orders. If an original order is not received through the mail within one week from date of the Fax or E-mail order, we consider the Fax or E-mail orders as legally binding. Telephone orders are not accepted.

European Union All published prices and terms are subject to alterations at any time. We invoice our products in EURO. Deliveries to EU members are free of Value Added Tax. However, in order to ship on this basis, **we need the customer's V.A.T. Code Number with the order.**

Minimum Order: There is no minimum order.

Specifications: We reserve the right to change the specifications of our products or to discontinue manufacture of items of our choice at any time without obligation of any kind.

Delivery Time: Delivery times quoted in catalogs, in the INTERNET, in individual quotations or acknowledgements are based on information available to us at the time of issue. We always make every effort to meet these delivery dates. However, we can assume no liability, consequential or otherwise, of any sort, resulting from delays caused by act of God, fire or other casualty, accident, strike, shortage of labor or materials, government action or other causes beyond our control.

Change of Order or Cancellation: Buyer may cancel any order by written notification. We reserve the right to invoice all products that were already completed when receiving the notification and costs that incur for incomplete products or other expenses in connection to the cancelled order.

Agreement to Terms: Our prices are based on the listed conditions and it is assumed that orders are placed accepting these conditions as well as the warranty terms below. Any changes must be confirmed by us in writing. Accepting an order from a Buyer shall not be deemed as acceptance of any provision on the Buyer's order form or terms the Buyer includes with or refers to in his order if it is not in accordance with our above **Terms and Conditions**, with the **Price Basis** below, or with the **Warranty** outlined on page 3. All rights and obligations shall be governed by German law and any litigation shall take place in a court in Starnberg or Munich.

Price Basis

Our price calculations are based on the following conditions:

Delivery Terms: (Deliveries to addresses outside of Germany)	Delivery free carrier = INCOTERMS FCA Andechs-Frieding. Packaging is included in the price. Standard procedure is shipment by UPS or Federal Express. If Buyer has an account with these or other carriers, we ship "freight collect". Otherwise we will charge the shipping costs in our invoice. Shipment by a different carrier who requires special shipping documents or the need for special export documents may cause extra handling costs which will be invoiced to the Buyer.
Transport Risk:	Transport responsibility is transferred to the Buyer when goods leave our premises. Buyer should insure shipment.
Payment:	Normal terms are 30 days net from invoice date for Buyers with approved credit rating. Unless credit has been established, products must be paid for in advance before production starts. In this case a pre-payment discount of 3% applies. For bank transfers the IBAN Numbers and BIC Numbers of both the buyer and the seller should be used. This will assure that transfers of amounts under € 12.500 will be free of bank charges. For payments of € 12.500 and more, each party should carry their own bank charges. <u>The Buyer must give the appropriate instructions to his bank.</u> We have the right to delay or cancel (our choice) any outstanding orders if previous invoices are overdue (unpaid). If payments are delayed – with or without our consent – we are entitled to charge interest at a rate of 4% p.a. above the rate of the European Central Bank, or the maximum permitted by law. The imposition or payment of late charges shall not be deemed to extend the due date of any payment. <u>Goods remain our property until fully paid.</u>
Deutschland	Die oben unter "General" und "European Union" beschriebenen Bedingungen sind auch für Bestellungen von Käufern aus Deutschland gültig. Alle Preise und Bedingungen sind freibleibend und die Preise verstehen sich immer zuzüglich der gesetzlichen Mehrwertsteuer. Abweichende Bedingungen des Käufers gelten als widersprochen und sind ausgeschlossen.

Preisgrundlage:

Unsere Preiskalkulation beruht auf folgenden Bedingungen:

Lieferung:	Lieferung innerhalb Deutschlands erfolgt frachtfrei, unversichert (= CPT unversichert INCOTERMS 2000), einschließl. Verpackung.
Transportgefahr:	Mit der Übergabe der bestellten Ware an den Frachtführer (Post, Bahn, Paketdienst, Kurierdienst, Spediteur, etc.) haben wir unsere Vertragspflicht erfüllt und das Risiko geht auf den Besteller über.
Zahlung:	Unsere Rechnungen werden 30 Tage nach Rechnungsdatum ohne Skontoabzug zur Zahlung fällig. Bei Aufträgen von uns noch unbekanntem Käufern, oder von Käufern, die das Zahlungsziel in der Vergangenheit nicht eingehalten haben, behalten wir uns vor, per Nachnahme zu liefern oder andere Vereinbarungen zu treffen. Bei Vorauszahlung vor Fertigung, gewähren wir einen Vorauszahlungsrabatt von 3%. Bei Zahlungsverzug oder Stundung sind wir berechtigt, Zinsen in Höhe von 4% über dem aktuellen Diskontsatz der Europäischen Zentralbank oder den höchsten gesetzlich zulässigen Zinssatz zu berechnen und wir sind weiterhin dazu berechtigt, die Auslieferung weiterer noch offener Aufträge zurückzustellen oder ganz abzulehnen. Erst mit der Erfüllung unserer Forderungen geht das Eigentum der Waren auf den Käufer über.

Quality Assurance:

All phases of production are checked to insure that our usual high standards of quality and workmanship are met.

We are ISO 9001:2000 certified.

Warranty

We, Wainwright Instruments GmbH, in Andechs, Germany, guarantee, to the original buyer, that all products manufactured by us are free from defects in material and workmanship, and that they perform to our published or quoted specifications. Our sole responsibility, in case of such defects, is to repair, replace or refund, at our option, any products returned to us, freight paid, and verified by us to be defective. We assume no liability for defects resulting from improper use, operation above rated capacities, or misapplication of equipment. This warranty is null and void in the case that products have been disassembled, modified, abused, or repaired by anyone other than factory authorized personnel. No other warranty is expressed or implied. In no case do we assume liability for installation, labor or consequential damages of any kind, including and not limited to loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers. No claim shall exceed the purchase price for the products, irrespective of the nature of the claim. This warranty is granted for one year from date of shipment. Warranty returns must first be authorized by our sales office and must be pre-paid.

Filters for high power handling:

A special situation exists in regard to filters to be exposed to RF power. No definite specifications on power handling have been established, since this depends on operating conditions. Also, we do not have the power sources necessary for power testing. The guarantee for such filters is limited to damage to the filter and does not extend to damaged equipment or any other damage, loss of time, etc. The customer must make sure that all necessary safety precautions are taken. Any filter that is damaged by exposure to the power level listed in the quotation or data sheet will be repaired or replaced free of charge. Such filters should be returned to us freight-paid and with the correct export procedure assuring that no additional customs duty will be charged - neither when re-entering Germany, nor when it is returned to the country of the customer. The filter should be accompanied by a description of the operating conditions and test set-up which led to the failure of the filter.