

AnaPico Standard Terms & Conditions of Sale

1. Acceptance of Order

All contracts of sale made by AnaPico shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the party with whom AnaPico is dealing. All orders are accepted and fulfilled subject to these Conditions of Sale unless otherwise varied by agreement in writing.

2. Prices

Products will be sold at the price in effect at the time of ordering. Where applicable, VAT will be added to the invoice. Transportation costs and import duties are not included in product prices and are to be paid by the customer.

3. Delivery

Any time or date for delivery stated by AnaPico shall be treated as an estimate only. Whilst every effort is made to dispatch products on time, no liability can be accepted by AnaPico for failure to deliver within agreed times.

AnaPico shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the products howsoever caused.

AnaPico reserves the right to send partial shipments against an order for multiple products.

AnaPico will accept no liability for shortages, damage to or non-delivery of goods unless the customer notifies AnaPico in writing within five days of receipt of goods.

All orders are subject to a delivery charge which includes postage, packing and insurance in transit. This charge will be added to the sales invoice. All import duties and taxes are the responsibility of the customer.

Shipments will be with FedEx, DHL or Swiss Post, unless agreed otherwise. We can also ship on your FedEx or DHL account number.

4. Payment

AnaPico will retain title to goods supplied until payment for the goods is received in full.

Payment Methods

When ordering direct from AnaPico, payment will be to AnaPico AG. Payment terms for domestic (Swiss) company orders are 30 days from date of invoice.

Payment Methods for International Sales

a) Prepayment by bank transfer

We can accept payment by bank transfer in Swiss Francs, Euros or US Dollars. We will send you a pro forma invoice against which to make payment, including our bank details. This will ensure that the correct amount is transferred. You should allow between 3 and 7 days for the transfer. Products will be dispatched as soon as the bank transfer is received.

b) Credit card / PayPal

We can accept credit cards through PayPal for direct orders on our website. Credit cards acceptable through PayPal are Visa, Mastercard, Amex and some others.

c) Cheque

We can accept bank cheques in Swiss Francs, Euro or US Dollar from major international banks. You should ask us for a pro-forma invoice so that you can get a cheque for the correct amount including the transportation. We will dispatch your products after the

cheque has been cleared by our bank, which can take up to 10 business days. We cannot accept personal cheques.

5. Product Specifications

AnaPico reserve the right to alter or amend specifications without notice as part of our policy of continued improvement. AnaPico has no obligation to incorporate new features into products previously sold. Updates to AnaPico's software will be made available on the website. Errors and omissions excepted.

6. Warranty

All AnaPico instruments are covered by a 24 month return-to-manufacturer repair warranty for parts and labour from the date of purchase against defective materials and/or workmanship provided the product has at all times been subjected to normal and proper use.

AnaPico shall not be liable for a breach of the warranty if the defect has been caused by fair wear and tear, willful damage, negligence, abnormal working conditions or failure to follow AnaPico's spoken or written guidelines as to the storage, installation, commissioning, use or maintenance of the products or (if there are none) good trade practice; or the customer alters or repairs such goods without the written consent of AnaPico. Opening the instrument and/or breaking warranty seals will void the warranty. Extended warranty (when available) is subject to the same warranty policy.

7. Returning a Faulty Unit

If the unit becomes faulty within 24 months and has not been subject to abuse, then you may return the unit to AnaPico for repair or replacement free of charge.

You must contact AnaPico or an authorized distributor for a returns number (return material authorization = RMA) before returning a product under warranty.

The customer is responsible for all shipping costs. Overseas customers should describe returns for customs purposes as "Customer-owned equipment for repair under warranty". AnaPico accepts no responsibility for units returned without a returns (RMA) number.

8. Proprietary Materials

AnaPico has exclusive ownership of all specifications and designs in addition to any other intellectual property. All AnaPico copyrighted material (including software and documentation) may not be copied without the consent of AnaPico. AnaPico grants the customer a nonexclusive license to use its copyrighted material only when operating the associated product manufactured by AnaPico.

9. Liability

The Company's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused.

10. General

These terms and conditions shall be governed and construed in accordance with the Laws of Switzerland and subject to the non-exclusive jurisdiction of the Swiss courts.

11. Trademarks

AnaPico and the AnaPico logo are internationally registered trademarks of AnaPico AG. AnaPico acknowledges the following product names as trademarks of their respective owners: Windows, LabVIEW.