

# General Terms & Conditions of AnaPico AG

## 1. Acceptance of Order

All contracts of sales made with AnaPico shall be deemed to incorporate these General Terms and Conditions that 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 Terms and Conditions unless otherwise varied by mutual 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. Quotations are valid for the duration specified in the quotation, usually for 30 days.

## 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 in 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, UPS, DHL or Swiss Post, unless agreed otherwise. We can also ship collect on your preferred courier account number.

## 4. Payment

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

Payment Terms:

- When ordering direct from AnaPico, payment will be to AnaPico AG.
- Payment terms for domestic (Swiss) company orders are 30 days from the date of invoice.
- Payment methods for international sales:
  - Prepayment by bank transfer:  
We can accept payment by bank transfer in Swiss Franc, Euro or US Dollar. 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, unless other delivery times have been agreed.
  - Credit terms:  
Customer with established credit line can buy products on agreed terms, usually 30 days net. Payment is by bank wire transfer, the account details are included on every invoice in the lower left hand part.
  - Buying from a local distributor:  
When you buy AnaPico products from one of our distribution partners, their respective terms of payment apply.

## 5. Product Specifications

AnaPico reserves the right to alter or amend specifications anytime 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 publicly available on the website.

## 6. Warranty

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

AnaPico shall not be responsible for defects that have been caused by natural wear and tear, willful damage, negligence, force majeure, and 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.

AnaPico may choose to perform the warranty services on its authorized facilities or on the site of the customer who must grant AnaPico the free access.

## 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 free of charge. AnaPico may provide a replacement product in lieu of repair, at its own discretion.

You must contact AnaPico or an authorized distributor for a Return Material Authorization Number (RMA Number) before returning a product under warranty.

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 RMA Number.

In case of Defect-on-Arrival of our delivered products, the shipment costs both ways will be covered by AnaPico. Otherwise, the customer needs to cover the shipment cost to AnaPico, and AnaPico pays for the return shipment.

## 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

AnaPico'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, Matlab.

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