Terms and Conditions

Products

The term “product(s) hereinafter used in these conditions, means goods and / or services, as appropriate.

Price and quotations

Unless otherwise stated, prices are set in Euro (€), excluding taxes and value estimates are valid for thirty (30) days from the date of issue.

Customer order

WUNTRONIC accepts the Customer’s order on the express condition that it has adhered to these terms and conditions of sale, which prevail over any purchase conditions. Acceptance by the Customer of these Conditions shall be deemed attained in the absence of written objection on his part or because of the acceptance of some or all of the products ordered.

Modification of order and resolution

Any modification or cancellation of an order requested by the buyer must be an express written acceptance of WUNTRONIC, who reserves the right to charge a fee for any application received less than 30 days before the delivery date previously indicated.

Delivery and receipt of goods

WUNTRONIC make deliveries as requested by the Customer and its availability in stock, provided that delivery is required within 12 months of the order. The times indicated on the receipts issued by WUNTRONIC are indicative and do not allow the Customer to claim damages or cancel the order for delay in delivery. WUNTRONIC allows himself to make partial deliveries unless the Customer’s order does not expressly stated in writing to refuse such partial deliveries. Unless otherwise agreed, deliveries are Exworks (INCOTERMS 1990).

Without dispositions prejudice to take against the carrier, claims on defects or non-compliance of the product delivered to the ordered product or packing slip must be made in writing within eight days WUNTRONIC the arrival of products. It will be for the Customer to provide any justification as to the reality of defects or discrepancies. Otherwise, the acceptance of the Customer shall be deemed attained. All returned equipment must be authorized in advance by WUNTRONIC, who reserves the right to charge

the customer if the product is not made new, in original packaging and complete.

Risk and property transfer

Sale goods remain the property of WUNTRONIC until full payment by the Customer (including interest and costs) pursuant to the Law of May 12th, 1980. However, the risk passes to the Customer upon delivery Exworks (INCOTERMS 1990). In the event of action for recovery, any sums paid in partial settlement of the price will automatically vested in WUNTRONIC in compensation. Property rights are not transferable on the software products.

Taxes

Taxes which are subject of sale, delivery or use of the product appear in detail on the invoice. If the Customer or sale is exempt from payment of such taxes, it must provide a certificate of exemption to WUNTRONIC.

Billing and payment

One invoice will be issued for each delivery to the address indicated on the Customer's order. Payments for deliveries within Germany must be made against payment or, at the option of WUNTRONIC, net thirty (30) days from invoice date. For deliveries in countries outside Germany unless otherwise agreed the customer need to prepay. Payments will be made in Euro (€).

WUNTRONIC may suspend all deliveries and services notwithstanding the outstanding authorized credit if in the opinion of WUNTRONIC, the financial position of the Customer or the experience of payments recommended to do it. Customer agrees to repay the principle of costs and expenses WUNTRONIC will have initiated against him for the recovery of his debt. Addition to the bank charges equal to two (2) times the legal rate of interest which they are exposed, the Customer may also be liable to pay a penalty clause for breach of its obligations equal to five percent (5%) of the amounts due, whether or not due, after notice from WUNTRONIC.

Warranty

Products are guaranteed against defects in materials or workmanship. For all claims received during the warranty period, WUNTRONIC agrees, at its option and depending on the severity of the damage to the product to replace free of charge or to repair it.

Software products and software designated by WUNTRONIC to work with such products and equipment properly installed on that product, are warranted against failure due to defects in materials or workmanship.

If such defects that prevent the program to function were observed and reported within the warranty period, WUNTRONIC will, at its option, replace or repair the software support or software failure. WUNTRONIC does not guarantee the performance of software, firmware, or hardware products will be uninterrupted or error-free.

If WUNTRONIC is unable to repair or replace the product within a reasonable time, the Customer may be allowed to return the product and be reimbursed for part of the purchase price. Are excluded from coverage damage resulting from normal wear and tear, improper use or inadequate by the purchaser, the use of inappropriate or non-recommended supplies, software or interface Client; use in non-conformity environment as recommended in the specifications, improper installation or maintenance), transformation (s) or product integration with other materials, without permission of WUNTRONIC and if the installation, maintenance, or maintenance of the product is made by anyone not authorized by WUNTRONIC.

Unless otherwise stated, the warranty period is twelve (12) months for the goods, three (3) for repairs. The period runs from the installation WUNTRONIC, if it is included in the sale price or the date of delivery otherwise.

Transportation costs are the responsibility of the Customer. WUNTRONIC provides no other warranty, express or implied, including the implied warranties on merchantability and ability to particular usage.

Limitation of liability

WUNTRONIC is not responsible for material or moral harm to any direct or indirect, whatever the cause, including operational risks such as loss or loss to which the Customer is its own insurer.

Export restrictions

The Customer agrees not to export, re-export, directly or indirectly, any product or technical documentation WUNTRONIC, to a country or a user for which U.S. law or local law of the country requires the issuance of license (s) or license (s), without first having completed such paperwork. The Client undertakes sole responsibility to inform users of current legislation.

WUNTRONIC will in no way responsible for the delay or failure in delivery resulting from the denial, suspension, cancellation or delay in the issuance of the permit or export license by the administration

Non-waiver

The failure of either party not to enforce its rights under these terms or other commitment binding them will in no way be construed as a waiver for the benefit of such rights.

Non transferability

The Customer may not assign or transfer in any manner whatsoever, the rights and obligations under these Terms without the express prior written acceptance of WUNTRONIC. Any assignment made in breach of this clause shall not incur WUNTRONIC.

Law and jurisdiction

These terms and acts governing the relationship between the parties are subject to German law. Any dispute concerning the interpretation, implementation or termination of such documents and general conditions of sale will be the exclusive jurisdiction of the courts of Munich.

Documentary

Any notice or notice shall be in writing and shall be deemed to take effect at the date of receipt. Our correspondence will be sent to the address on the order of the Customer. Those of the Client will be sent to the registered office of WUNTRONIC.



Für das Betrachten der Download-Dateien benötigen Sie i. R. den Adobe-Acrobat-Reader.
Sie können diesen hier herunterladen.

Für offene Fragen stehen wir jederzeit gerne zur Verfügung.

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