Standard Terms & Conditions of Sale Amended May 2013

Unless otherwise agreed in writing, all offers, orders and contracts are subject to the conditions of sale printed herein.

Unless expressly accepted in writing, any qualification of these conditions contained in a written or printed document of the Purchaser shall be deemed inapplicable. The purchaser will indemnify DanTech UK Ltd against all damages, penalties, costs and expenses to which we may become liable as a result of work executed in accordance with the purchaser specifications involving infringement of patents etc.

The Purchaser may not impose new conditions of purchase once an order is accepted or conceal conditions of purchase by printing them on the obverse of faxed purchase orders.

1) Quotations & Prices

Unless otherwise stated, any quotation/price is subject to final confirmation at the time of ordering.

2) Delivery

Delivery time is stated to the best of our knowledge at the time of quoting and is subject force majeure.

3) Acceptance of Orders

Orders are only binding once our written confirmation exists. The delivery time is calculated from the date of either.
a) Our acknowledgement
b) Downpayment is received.
c)
Unless otherwise agreed in writing, all orders are at the price ruling and subject to exchange rate variation if applicable at the date payments fall due.

4) Prices

Unless otherwise stated, all prices are quoted ex works as defined in INCOTERMS 2010 and exclusive of packing and exclusive of packing and taxes, duties and other levies that may be levied.

5) Design Changes

Final system layouts and equipment will be mutually developed and agreed in writing between the Purchaser and DanTech. Once the final layout has been agreed, subsequent modifications or changes shall be subject to additional charges to be determined by DanTech and paid for by the Purchase. To be accepted in writing before the work commences. Any agreed modifications that might affect the final delivery date.

6) Payment

Payment terms will be stated on the quotation and fall due net 30 days of the date of the invoice. DanTech reserves its statutory rights under the Late Payment of Commercial Debts (Interest) Act 1998/2003 to apply interest charges at 8% above bank of interest base rate on unpaid invoices after 30 days.

7) Despatch/Delivery

Delivery is affected at the purchasers' risk irrespective of whether the purchaser or we paid for transport or carriage. Unless requested in advance we will arrange delivery by our most suitable means.

Where DanTech arrange for shipment and carriage of goods, these will be in accordance with INCOTERMS 2010 or later. EWX (Ex-Works point of manufacture) or CIF (Cost, Insurance and Freight) to the agreed destination.

Should a delay in the delivery be requested by the purchaser the risk for late delivery will be passed to the purchaser, DanTech UK Ltd also reserves the right to invoice the goods as soon as they are available for despatch.

8) Consequential Loss and/or Liquidated damages.

At no time will DanTech UK Ltd be liable for consequential losses, liquidated damages, loss in profits or other indirect losses howsoever caused.

9) Product Liability

If goods supplied by DanTech UK Ltd cause damage or injury, the product liability will lie with the original manufacturer. Our product liability will come in to effect where it can be proved that the damage or injury was due to a mistake on our part. At no time will DanTech UK Ltd be liable for any losses as outlined in paragraph 8. Moreover, our liability will never exceed the sum agreed with our insurers. A copy of our product liability policy is available upon written request.
Where, in connection with goods purchased by user or resold the purchaser must indemnify us to the same extent as our liability for damages covered by our insurers.

The purchaser shall be bound to accept litigation before the same court of law hearing the claim for damages brought against us as a result of damage alleged to have been caused by the goods supplied.

10) Claims

Any claims for alleged incorrect delivery or deficiency must be reported in writing immediately upon of receipt of the goods.
Goods returned will not be accepted unless they are accompanied with a relevant delivery note issued by DanTech UK Ltd. The purchaser will meet costs for return of goods unless agreed in writing by DanTech UK Ltd in advance.

11) Cancellation

If the purchaser wishes to cancel goods or change the specification, DanTech UK Ltd can only accept these after approval by their sales dept. DanTech UK Ltd reserves the right to charge a cancellation cost of up to 30% of the value of the order before manufacture. Where goods have been manufactured and delivered for a specific purpose it is deemed that the Purchaser has satisfied himself prior to the purchase that the goods were indeed required and DanTech is not responsible for compensating the Purchaser. Where an order is substituted and/or changed amendments to the prices will be advised before the work is carried out.

12) Force Majeure

We reserve the right to be free of responsibility for reasons of late or cancelled delivery beyond our control.

13) Installation

Where installation has been included for or quoted separately it is upon the assumption that the work can be carried out.
Free and unimpeded access must be available to our staff as required to complete the work.
Any work not specified in the schedule of work to be carried out must be done beforehand when possible. DanTech UK Ltd will not be liable for any delays caused by third party delays and reserves the right to charge waiting time at the appropriate rate and any expenses due to that delay.
Every effort is made to ensure in our quotation that appropriate specialist tools and lifting equipment are included; however, should it arise that additional specialist equipment is required for the safe completion of a job whether the final cost has been agreed or not, and due to a change in site circumstances then the costs for this specialist equipment will be applied to a final invoice to the customer.

14) Arbitration

The Law of The EU and the country of manufacture govern all contracts. Any dispute arising out of any contract will be subject to arbitration prior to proceedings by an arbitrator appointed by DanTech UK Ltd.

15) Propriety Right/Ownership

The product remains our property until the total invoice amount and any variations or additions have been paid in full. This proprietary right applies when the item is added to or fixed to another machine or piece of equipment not supplied by the seller.

16) Manufacturers

These terms and conditions may be added to in connection with specific manufacturer's terms in compliance of special processes or products.

17) Product Information

DanTech UK Ltd makes every effort to ensure that the detail and description of the products are accurate at the time of issue. However, we reserve the right to amend or improve the product as part of our continuing improvement programme.

18) Warrantee

THE PARTIES AGREE THAT IMPLIED WARRANTEES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED FOR HEREIN, ARE EXCLUDED FROM THIS AGREEMENT. The Customer expressly waives any right, claim, or cause of action that might arise out of the purchase and use of any products or services supplied by or through DanTech other than those rights expressly granted by this warranty. DanTech neither assumes nor authorizes any other party to assume for it any other liability or obligation, express or implied.

1. DanTech warrants that all new equipment and accessories supplied or will be free from defects caused by faulty material or poor workmanship, for a period of one (1) year from date of delivery under this agreement. The basis of time is 250 days and 8 hours per day of operation or the equivalent pro-rata during the first 12 months after delivery to site.

2. DanTech's liability under this warranty is limited to the repair or replacement, at its sole discretion, without charge, except for freight and/or round trip travel and subsistence charges by a service technician from the factory to the Customer's plant, of any part found to be defective under normal use and service within the warrantee period specified for the particular part provided;
   - DanTech is promptly notified in writing upon discovery of such defect;
   - DanTech's examination discloses to DanTech's satisfaction that such defects have not been caused by misuse, abuse, neglect, accident, normal operational wear, improper maintenance, or adjustments other than those specified in the Equipment's operating and maintenance manual;

- The Equipment has been installed in accordance with DanTech's installation instructions and operated in accordance with good engineering practice.

3. Various Components may carry a separate warrantee, independent of the General Equipment Warranty. Such warrantee period shall apply to the following components:
   - General Equipment Warranty Period -The beginning of the warranty period on new or refurbished equipment begins at the date determined by the date of delivery.
4. Any items identified to have defects or failures caused during operation by misuse, abuse, neglect, accident, normal operational wear, or adjustments not specified in the equipment's Operating and Maintenance Manual are not valid as warranty items.
5. Equipment that has not been installed in accordance with DanTech's installation instructions and operated in accordance with good engineering practice will void the component warranty.
6. This warranty applies only to equipment and accessories supplied by Dantech. Where equipment has been altered in anyway invalidates the warrantee.
7. Exemptions: provisions are made to exempt certain microwave components for example magnetrons and circulators the details of which can be made available.

19) Health & Safety in the Workplace

DanTech takes health and safety in the work place very seriously; technicians have taken part in the IOSH/SPA Safe Pass Training and carry identification cards. If they are required to undertake tasks they deem to endanger or compromise the safety of others then they have a right to refuse or reschedule at the cost of the customer.

20) Exchange Rate Variation

Where goods are supplied from overseas, DanTech reserves the right to vary the final costs in accordance with the exchange rate received at the time of final payment.

21) Microwave Power Compliance

Dantech equipment complies with CE requirements, however, customers in Europe are reminded that CISPR 11 compliance for electromagnetic disturbances by RF equipment may require local approval; this responsibility lies with the customer or his agent.

22) Right to Change

Dantech retains the right to change or amend these conditions of sale.