



General Terms and Conditions

General

The Terms and Conditions listed below apply to **ALL** orders received and manufactured by Scancon Encoders A/S (hereafter referred to as Scancon) beginning August 31, 2015.

Product specifications, including dimensions, weights and all product illustrations, may be modified without prior notice. The Customer is solely responsible for checking Scancon's website for the latest specification.

Quotations

All pricing is current. Pricing is valid for 60 days from the date of the Quotation.

Scancon reserves the right to modify or change pricing on the day of delivery if, during manufacturing, changes occur in raw material prices, supplies, wages, exchange rates or other conditions beyond the control of Scancon, including alterations in the tariff rate, freight charges, or insurance rates.

All pricing is exclusive of any Value Added Tax in force at the time of the order.

All prices are FOB: EX-Works (factory) unless otherwise stated on the Quotation.

Orders

All Purchase Orders must list Scancon Encoders as the vendor/supplier. Scancon will not accept Purchase Orders made out to a third party (e.g. a Scancon Distributor or Manufacturers' Representative).

All Orders are **Non-cancelable** and **Non-returnable**.

Buyer will receive a written Order Confirmation from Scancon. . **It is the Buyer's responsibility to review and check the Order Confirmation to insure it is correct.**

Delivery

Standard Delivery: 2 to 4 weeks*

FOB: As stated in the Quotation: EX-Works (factory) or DDP (customer)

Method: All deliveries are shipped via the preferred freight carrier of Scancon unless otherwise specified by Buyer (for EX-Works orders - *see details below*).

Packaging: Any special packaging will be invoiced to the Buyer

* For orders where payment *in advance* is required (see **Payment** section below), the shipping date will be calculated from the date payment is received

EX-Works shipments:

Buyer is responsible for arranging shipping from the Scancon factory. If the Buyer chooses to have Scancon arrange for shipping, Scancon will ship the product using its preferred freight carrier. Scancon will prepay and add the cost of shipping to the invoice. Prepayments for shipping DO NOT include any Customs Duty or other VAT charges unless expressly stated by Scancon. The freight carrier may invoice Customs Duty or other VAT charges separately.

Buyers may instruct Scancon to use the Buyer's preferred freight carrier. However, use of any freight carrier other than the preferred carrier of Scancon will result in a **handling fee**:

- €15.00 -- all customers who are paying in Euros (€)
- \$20.00 -- all customers who are paying in US Dollars (\$)

Delivery includes only the products and materials confirmed in the Order Confirmation. In the event that modifications are requested (larger or smaller orders, changes in product specifications, etc.), Scancon reserves the right to alter pricing and time of delivery.

Invoice Payment

Terms: Net 30 days with credit approval

Payment shall be *in advance* under the following conditions:

- no credit evaluation prior to shipping product
- any Expedited Service from new Buyers

After 30 days, a 2% per month fee will be added to any unpaid balance

Currency: Payments shall be made in the currency that was quoted.

Method: Payment may be made by the following methods:

- Net 30 days – money order or wire transfer
- **Credit Card payments are not accepted until end Q1 2017**
- Expedited Services
 - Existing Buyers -- company check, money order or wire transfer
 - New Buyers -- wire transfer

In the absence of any other agreement, payment will be due in full 30 days from the date of the Invoice. If payment is made by means of a company check, wire transfers, or similar means, payment is not considered complete until the entire purchase price has been received in full.

In the event that payment becomes **Past Due**, the Buyer will be charged 2% interest per month, beginning on the invoice due date, on any remaining balance until payment has been received in full.

If the conditions of payment agreed upon are not fulfilled, Scancon reserves the right to cancel subsequent shipments. Scancon shall invoice the Buyer, and the Buyer agrees to pay, for any work in progress and any component parts purchased by Scancon based upon the original order.

Warranty

Scancon warrants against manufacturing defects for a period of 2 years from the date of manufacture.

This warranty does not cover problems or consequences due to common usage (wear and tear) for which the product was designed. Nor does it cover product failures caused by improper installation or use, overloading, incorrect maintenance, or operation outside the product's specifications.

In case of product failure for unknown reasons, the Buyer may return the product at his expense and Scancon will perform a Failure Analysis. If it is determined that the product failure was the result of a manufacturing defect, the defective product will be repaired or replaced. If it is determined that failure occurred due to common usage or because of improper use by the Buyer, the Buyer will be given the cost of repair or replacement.

Under **NO** circumstances shall any credit or refund be issued for returned encoders.

Under **NO** circumstances may the Buyer claim damages for consequential losses or secondary damages, including claims for damages by third parties.

This warranty is void if the Buyer tampers with or in any way attempts to fix or repair the product without express written consent from Scancon.

The warranty is void if the encoder label has been removed.

NO warranty of any nature shall run from Scancon to any Third Parties.

This warranty is void if the Buyer has not fulfilled the conditions of payment as listed above.

Conditions

Scancon reserves the right to determine how much credit will be extended to Buyers based on their credit rating.

Specially produced products are not returnable unless product is defective (in which case it will be repaired or replaced based on the Warranty conditions stated above).

In any case where damage to persons or items has been caused by dangerous deficiencies in the product, Scancon is responsible **ONLY** to the extent that such deficiencies were caused by Scancon.

Scancon is not responsible or liable for damage to property that occurs while the product is in the Buyer's possession.

Scancon is not responsible or liable for products manufactured by the Buyer that incorporate seller's products.

Under **NO** circumstances is Scancon liable for operational or production time loss or loss of profits or other similar indirect losses.

Complaints

Any complaints concerning goods or service must be in writing and submitted within 14 days after receipt of goods.

Contact Information

See www.scancon.dk for your local Agent or Distributor.

Or contact Scancon directly:

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E-mail new orders to: orders@scancon.dk