

1, 2 & 3 channel shaft-encoders. Special: Ex. proof Encoders.



Eltomatic A/S · Fabriksvej 6 · DK-9490 · Pandrup · Denmark · Phone +45 98 24 61 66 · Fax +45 98 24 63 10 · eltomatic@eltomatic.com

### General terms and conditions

General terms and conditions are applicable in the absence of other agreement in writing.

# **Pricing**

All prices are current prices. Pricing is valid for 60 days from the date of the Quotation. Orders are non-cancelable and non-returnable.

Eltomatic A/S 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 Eltomatic A/S, 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. In the absence of any other written agreement, all prices are FOB - EX-Works (factory).

### **Delivery**

In the absence of any other written agreement, the customer is responsible for arranging shipping from the Eltomatic A/S factory. If the customer chooses to have Eltomatic A/S arrange for shipping, Eltomatic A/S will ship the product using its preferred freight carrier. Eltomatic A/S will prepay and add the cost of shipping to the invoice.

Customers may instruct Eltomatic A/S to use customer's preferred freight carrier. However, use of any freight carrier other than the preferred carrier of Eltomatic A/S will result in a handling fee of €20.00.

Standard Delivery: 2 to 4 weeks\* FOB: EX-Works (factory)

Method: By customer arrangement. Otherwise, all deliveries are shipped via the

preferred freight carrier of Eltomatic A/S unless otherwise specified by

custome

Packaging: Any special packaging will be invoiced to the customer

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

Delivery includes only the products and materials expressly mentioned in the quotation (offer) and confirmed in the order confirmation. In the event that modifications are requested (larger or smaller orders, changes in product specifications, etc.), Eltomatic A/S reserves the right to alter pricing and time of delivery.

All goods are carefully packed. Delivery is at the buyers expense and risk even if the goods are delivered carriage paid. In the absence of explicit instructions, delivery is effected by parcel post, railway parcel, goods train or through commission agent at our discretion

All orders are executed subject to possible import fees, labor or transportation strikes, accidents, lockouts, force majeure, and acts of God, including but not limited to lack of materials, insufficient labor and similar difficulties, which cannot be remedied except through excessive sacrifices by Eltomatic A/S. The seller shall notify the customer of any such incident as quickly as possible.

#### **Expedited Shipping**

Monday thru Thursday: Orders must be received by 1:00 pm GMT Friday: Orders must be received by 9:00 am GMT

Maximum of 5pcs encoders (existing models only) may be expedited within 24-hr

#### Options:

24 hr. Service (01-08 and 01-09)

- Encoders will be built and shipped within 24 hrs (work days only). See notes
  - Encoder type 01-07 and 02-07 are only available on 3 working days
  - Any 3x227ppr types are not available on expedited shipping
- Fee: 50% of the standard cost price
- 3 working days service (01-07 and 02-07)
  - Encoders will be built and shipped within 3 working. See notes
  - Fee: 40% of the standard cost price



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#### Notes:

- 1) Expedited Services are based on manufacturing time and are NOT to be taken as guaranteed delivery time. The actual delivery time depends on the Freight Carrier. NO CLAIMS for damages against Eltomatic A/S will be considered irrespective of the legal reasons because of delays by the Freight Carrier.
- Expedited Service orders are accepted only after it has been confirmed that all necessary parts and components are in stock. Eltomatic will notify the customer if the requested Expedited Service is not possible.
- 3) Orders for encoders with ID numbers may require parts that are not in stock. This may result in added delivery time. Confirm lead time when submitting orders with ID numbers.

### Standard Service

Customer is responsible for checking the order confirmation to insure that their order, as entered, is correct. Changes to orders are possible prior to the start of actual production however; any requested changes must be approved by the Production Manager.

# **Payment**

In the event of deliveries to new customers, the amount will be charged in advance if no other agreements have been arranged between the parties.

Terms: Net 30 days with credit approval

Banking fees are paid by the customer

Payment shall be in advance under the following conditions:

no credit evaluation prior to shipping product

any Expedited Service from new customers

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 – wire transfer

Credit Card payments are <u>not</u> accepted

Expedited Services

o wire transfer

Payment by Wire Transfer -- Bank Information

Danske Bank Prinsensgade 11 9000 Aalborg Denmark

For payments in Euros - €

Acct #: 4368 3201926629

IBAN #: DK97 3000 3201 9266 29

SWIFT code: DABADKKK

For payments in US Dollars - \$

Acct#: 4368 3785084454

IBAN #: DK79 3000 3785 0844 54

SWIFT code: DABADKKK

For payments in Danish Krone - DKK

Acct#: 4368 3201110777

IBAN #: DK80 3000 3201 1107 77

SWIFT code: DABADKKK



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### **Warranty**

Eltomatic A/S warrants against manufacturing defects for a period of 12 months from the date of delivery.

Product dimensions, weights and all product illustrations are approximate and may be modified without prior notice.

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 customer may return the product at his expense and Eltomatic A/S 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 customer, the customer 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 customer claim damages for consequential losses or secondary damages, including claims for damages by third parties.

This warranty is void if the customer tampers with or in any way attempts to fix or repair the product without express written consent from Eltomatic A/S. This warranty is void if the customer has not fulfilled the conditions of payment as listed above.

### **Conditions**

In the absence of any other agreement, payment will be cash on delivery. If payment is made by means of bills of exchange, 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 customer 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, Eltomatic A/S reserves the right to cancel subsequent shipments. Eltomatic A/S shall invoice the customer, and the customer agrees to pay, for any work in progress and any component parts purchased by Eltomatic A/S based upon the original order.

Eltomatic A/S reserves the right to determine how much credit will be extended to customers based on their credit rating.

Specially produced products are not returnable unless product is defective (will be repaired or replaced).

In any case where damage to persons or items has been caused by dangerous deficiencies in the product, Eltomatic A/S is responsible ONLY to the extent that such deficiencies were caused by Eltomatic A/S. Eltomatic A/S is not responsible for damage to property that occurs while the product is in the buyer's possession.

Eltomatic A/S is not responsible for products manufactured by the buyer that incorporate seller's products. Eltomatic A/S is not responsible, under any conditions, 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. Goods are only accepted for return according to previous agreement in writing. Specially produced goods are not returnable.

### **Contact Information**

Contact Eltomatic A/S directly:

Eltomatic A/S TIf +45 9824 6166 Fabriksvej 6 Fax +45 9824 6310

DK-9490 Pandrup

Denmark E-mail new orders to: order@eltomatic.com