

## Terms & Conditions

1. Delivery of the goods offered, as listed in the order confirmation, delivery documentation, or invoice, takes place from the warehouse in Herten, Germany, including packaging and at the expense (packaging and transport) and the own risk of the addressee.

2. The warranty period

a) The warranty for factory-new controllers and accessories, is valid for a period of 18 months or 24 months<sup>1</sup> from the date of delivery, including warehousing, exclusively on material. We cannot be held liable for any subsequent damages caused by product failure.

<sup>1</sup>	24 months	Sigmadrive products
	24 months	DMC DC-DC transformers
	24 months	Battery chargers
	18 months	Sevcon products

b) The warranty period for repairs and exchange parts is 6 months, whereby this warranty only applies to the repaired or exchanged parts of a controller, or complete controller panel. Controllers, controller panels, or accessories which are subject to customer claim are to be send to us without delay, freight paid. Following examination and acceptance of the claim, the parts are returned to the customer freight paid within a short period, and will be either repaired or replaced (our decision). We are not liable for subsequent damages caused by product failure.

3. All supplied goods remain our property until they have been paid for in full. If these goods are already installed in a customer's equipment, then it is agreed that the (shared) ownership of the unit item by the customer is transferred to us in proportion to the value of the part (as shown on the invoice).

4. Return of goods is only acceptable if the goods are in perfect condition. 15% of the goods' value will be deducted from the credit note.

5. Our invoices are payable, exempt of charges, within 30 days of issue. In the case of payment within 14 days of the date of issue, a deduction of 2% may be made, otherwise the invoice is payable in full.

6. Purchasing terms from customers which deviate from our terms do not apply, or will only be recognised following written confirmation by our company.

7. In the case of short term deliveries the invoice is considered to be the order confirmation. Claims for damages as a result of delayed or unfulfilled deliveries are principally excluded, unless the loss or damage is caused intentionally or as a result of gross negligence.
8. Upon placing an order the customer expressly accepts and recognises our terms of delivery and payment. These also apply, unless expressly otherwise agreed, for future orders.
9. The place of fulfilment and jurisdiction is Recklinghausen, Germany.