

GENERAL TERMS & CONDITIONS OF SALE

1. Orders

Any offer of ASTRON is only indicative and does not imply any contractual obligation on our part. Any verbal consensus of ASTRON for acceptance of order is only binding when ASTRON confirms it in writing or delivers the goods or sends an invoice. Any order implies the full acceptance of the present General Conditions of Sale and of the technical specifications of our products. Any order accepted by ASTRON cannot be cancelled after three working days without the acceptance of ASTRON.

2. Invoicing and payment

Our prices apply to goods delivered EX Works and excluding tax duties, unless otherwise agreed. In the event of any alteration of national, foreign or international regulations having implications on the price of the raw materials of the goods and which come into force after the date of the contract, ASTRON shall retain the right to pass on to the Buyer any such price – variations. Additional costs, such as bank charges arising from the transfer of the amount of the invoice, are borne by the Buyer. All moneys due are payable by bank transfer at thirty days from the date of expedition, unless otherwise agreed. In case of dispute, the Buyer is bound to pay all undisputed sums as they fall due, without awaiting the outcome of the dispute. Should the Buyer be more than five days late in paying any invoice, settlement of all unpaid invoices shall be payable immediately, even if such invoices have not yet reached their due dates.

The appearance of any risk relating to the state of solvency of the Buyer or the inability of the latter to provide the required guarantees shall entail the full right to payment in advance of any delivery. For any settlement made after the payment date mentioned on the invoice, the legal interest in arrears will be charged without any reminder. The interest will be due as from the date after the payment date.

3. Delivery and reception

Dates for placing goods at the Buyer's disposal, unless otherwise agreed in writing, are given for guidance only and no delay shall give grounds for compensation. Our obligation to deliver shall be suspended as soon as the Buyer is late with any payment. ASTRON reserves the right to make the execution of subsequent orders dependent upon the provision of good sureties. The case of circumstances beyond ASTRON's control, such as - indicatively - deprivation of power supplies, strikes, lock – outs, hindrances to air, sea and road transport or measures by the public authorities, may cause corresponding delays in delivery times. Furthermore, the same reasons may justify ASTRON in rescinding the contract, to the exclusion of any other compensation of the Buyer, provided that the delivery has not yet taken place.

4. Dispatch

The choice of the route and mode of expedition is ours, though the Buyer's preferences will be taken into account as far as possible. Insofar as compatible with the present General Conditions of Sale, the most recent edition of "Incoterms" from the International Chamber of Commerce shall apply.

Any complaint or saving clause concerning conditions of delivery, weight or the state of the goods on unloading must be made in writing on the copy of the invoice returning to ASTRON. No subsequent complaint regarding conditions of transport and delivery will be accepted. Any return of goods must be subject to ASTRON's written consent, specifying the quantity and the return price. If, for any reason, the Buyer refuses to take delivery of goods ordered, ASTRON reserves the right to charge him all the supplementary costs thereby exposed, particularly transport, warehousing and insurance costs resulting from this refusal. The Buyer commits himself to pay these costs on receipt of an invoice showing the amount. Furthermore, ASTRON reserves the right to invoice the Buyer for the goods ordered.

5. Complaints

Any complaint must be submitted in writing within not more than seven days of reception of the goods. In case the complaint is justified and properly formulated, the Buyer shall be entitled to a replacement consignment. No other demand for compensation will be accepted. This applies particularly to demands for repairing damage caused to goods not delivered by ASTRON, as well as to demands for loss of income. The above provisions apply similarly to complaints which have been caused either before the conclusion of the contract by consultations, or after the conclusion of the contract, or with respect to any information in printed form or violations of the contractual obligations. ASTRON declines any responsibility for cases when the use of goods violates the rights of third parties or infringes legal provisions.

6. Reservation of title

The right of property in the goods delivered does not pass to the Buyer until the latter has discharged all his obligations related to his commercial relationship with us. However, the Buyer is permitted to process and sell the goods as part of the normal operation of his business. If goods for which we still possess the title of property are sold by the Buyer without direct payment in a regular operation of the enterprise, ASTRON obtains the right to compensation ipso facto without the necessity for any special deed for recognition of its claim; similarly, with respect to the transformation of the goods delivered and according to the percentage of incorporation of our goods in the finished goods - the Buyer is bound to keep the goods on store and insured and does not have the right to pledge the goods or to give them as security. The Buyer is bound to cooperate in all measures that ASTRON may take in order to safeguard its rights in the goods delivered.

7. Responsibility clause

The Buyer bears all risks which may arise from the use of Aston's products. ASTRON does not guarantee the suitability of the products for uses other than those for which they are intended and according to the instructions of the manufacturer and cannot be held responsible for the consequences of use not in accordance with prudence and custom or in error. Aston's responsibility for defective products shall be limited in all cases to the value of the products delivered as invoiced or to the obligation to replace them. In no case can ASTRON be held liable for infringement of patents.

8. Jurisdiction

For any dispute arising directly or indirectly from this contact, the courts of ASTRON's headquarters shall be competent.