



## General Terms and Conditions

### 1. Prices

The prices of our offers and price lists are subject to change and become solid by confirmation of the order by barox Kommunikation GmbH. The prices are, unless otherwise agreed, in Euro. The delivery takes place in accordance with the terms of the relevant offer or the applicable price list. Where nothing else is stated, the prices apply ex works (EXW D-79540 Lörrach). The prices are exclusive VAT.

### 2. Conclusion of the contract

The contract is considered complete when barox Kommunikation GmbH has confirmed in writing the receipt of an order acceptance.

### 3. Shipment

The goods travel at the risk of the buyer (EXW). In case of damage or loss during transport the complaint must be directed immediately to the carrier and an ascertainment must be required. On request of the customer, we conclude a transport insurance policy on his behalf.

### 4. Delivery dates

The delivery dates are ex-works. A possible delay in delivery does not entitle the purchaser to rescind the contract nor to compensation.

Acts of God such as war or warlike conditions, strikes, energy and raw material shortages, etc., release us all or part of the delivery commitments and does not constitute any claims by the purchaser.

### 5. Order quantity, delivery quantity

For cables, over or under supply of up to 1% are considered acceptable. When ordering entire manufacturing or stock lengths, the over- or under-deliveries can be of up to 5%. For devices, the ordered quantity will be supplied.

### 6. Payment

The payment terms shall apply in the order confirmation. Where these terms are missing, the invoice amount is payable within 30 days after the invoice date. If the purchaser is fulfilling its obligations in default, default interests arise by law. The goods remain our property until full payment.

### 7. Returns

Incorrectly ordered or no longer needed material will only be taken back if we have given written consent. barox issues credits for goods returned for proper. For our inconvenience, we assert in general the following deductions:

- Return of unused goods in original packaging: 25% of the value of the goods
- Return of used goods: min. 25% of the value of the goods (depending on the condition of the goods)

### 8. Warranty

We guarantee good material, functional design and flawless execution in the manner that we commit ourselves at our discretion; to repair free of charge or to replace products or parts of it supplied by us that have defects. This warranty, unless otherwise agreed, is valid for a period of three years from the date of invoice. The receipt of a written complaint before the expiry of the warranty period is subject to our warranty.

For products that do not come from our standard range, the warranties of the supplier are passed.

Damage or faulty function, its prevention is not in our power, as well as the impact of external influences (especially mechanical, chemical, electro-mechanical type or due to electromagnetic interference) and atmospheric influences (including consequences of lightning) are excluded from the warranty. The warranty is void if the product is not treated in accordance with our instructions or used outside the specified values. The warranty also expires if the product has been mechanically modified. Removing the type plates and labels attached to the product is also considered a mechanical modification.

In replacement of defective products, no extended warranty is held. We reject any further liability for direct or indirect damage.

### 9. Safety relevant application of our products

Barox Kommunikation is aware that some of our products are used in safety-relevant installations. Barox endeavours to design the product characteristics in such a way that they meet the requirements of such installations. However, the customer or user of our products has full responsibility for the correct use and parameterization of our products in order to meet the safety requirements. Barox declines all liability for the safe use of its products.

### 10. Laying and mounting

Is in the scope of barox the laying, installation, commissioning or measurement contained, the liability extends exclusively in all cases to the parts supplied by us and the work carried out by us, the last in accordance with our terms of assembly.

### 11. General information

With the purchase order the buyer accepts our conditions of sale. Other conditions we accept only if we have confirmed in writing. Place of jurisdiction is D 79540 Lörrach. The legal relationship is governed by German law.

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