

Terms and Conditions

Version 5.0 – January, 2012

These terms and conditions (agreement) apply to your purchase of products and/or services and support (products) from EuroForm A/S (EuroForm). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement.

This agreement shall apply unless you have a separate purchase agreement with EuroForm.

Ordering

Goods can be ordered from EuroForm via fax, mail or email to sales@euroform.com.

An order is subject to cancellation by EuroForm, at EuroForm's sole discretion.

Prices

Pricing and specifications can be obtained via a set of offers, published price lists or on request and are subject to change without notice, are not transferable and are valid only for new purchases from EuroForm.

EuroForm is not responsible for incorrect pricing, typographical errors or omissions as a consequence of misuse of the EuroForm websites and its functions.

All prices are ex-warehouse and excl. VAT, local taxes, fees, shipping and handling charges, which may vary.

Unless you provide EuroForm with a valid and correct VAT number upon your purchase, you are responsible for sales- and other taxes associated with the order. Shipping dates are estimates only.

Subject to misprints and changes in prices, products, product specifications, bundling and exchange rates without notice.

Delivery

By purchasing products from EuroForm the purchaser agrees to EuroForm's Terms and Conditions.

Delivery time is usually within 1-2 weeks. It should be noted that it is possible that components from our suppliers are late. Our delivery is always an estimated delivery time. EuroForm disclaims any liability to the purchaser in the event of late delivery.

Manuals for EuroForm products are generally published in English. The buyer cannot make claims against EuroForm for manuals in any other language.

Subject to misprints and changes in product specifications.

Shipment

For Package delivery outside of Denmark, we use UPS.

For all shipments - physical or electronic - a handling fee is charged. The handling fee includes costs for billing, administration, freight etc.

For shipments by UPS the price will vary, depending of the weight/size of the package.

For shipments sent to an alternative receiver's address, an extra handling fee of EUR 21 is charged.

For software licenses or similar delivered by email, the administration fee is EUR 10.

Invoices are sent by email as a PDF-file.

Loss or damage that occurs during shipping by a carrier selected by EuroForm is EuroForm's responsibility.

All prices are excl. VAT and valid from January 1st 2012 and is subject to change without notice.

Payment Terms

All deliveries must be prepaid, unless otherwise agreed to by EuroForm.

Payments can be made by wire transfer. Bank fee to own bank are paid by each part.

EuroForm may invoice parts of an order separately.

Warranty

EuroForm offers a 1 (one) year warranty period on all our hardware products.

EuroForm warrants that the products shall be free from defects in workmanship and material under normal use and service for this warranty period.

The warranty period commences from the day of receipt.

Complaints must be notified EuroForm as soon as possible after receiving the product and within a reasonable time after the date when the buyer has or should have discovered the defect.

EuroForm is obliged, within a reasonable time, to remedy the defect.

Warranty is void if the defect was caused by the buyer, for example due to improper or unauthorized repair or use, and if the product has been incorrectly connected or connected to incorrect voltage or power source.



If a claim leads to a credit note, EuroForm reserves the right to deduct for any missing packaging or accessories.

If a product is returned for warranty repair, and it proves not to be defective, the buyer will be charged an inspection fee of EUR 100 excl. VAT + shipping cost. The price is valid from January 1st, 2012, and is subject to change without notice.

Service

Products can be send to EuroForm for repair. In order to secure short repair time, when sending products to EuroForm for repair, please follow this procedure:

- Attach copy of invoice and include detailed error description/reason for the return
- Accessory cables, connectors, manuals and software must always follow the product
- Send the product in suitable, durable packaging (eg. Anti static bag)
- Send the product to EuroForm A/S, Riskaer 15, 2765 Smørum, Denmark

In case of repair of defective products, which falls under the 1-year warranty period, EuroForm will return goods without shipping costs to buyer.

Repair of products outside the warranty period shall be invoiced EUR 195 per hour excl. VAT.

The price is valid from January 1st, 2012, and is subject to change without notice. This price does not include parts.

Minimum charge is 1/2 hour.

Risk of Loss

You must return Product to us in the original packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging the product. If you fail to follow the return or exchange instructions and policies provided by EuroForm, EuroForm is not responsible whatsoever for products that are lost, damaged, modified or otherwise processed for disposal or resale.

Return Policies

Products purchased directly from EuroForm, including non-stock products and special orders, can only be returned, if previously agreed with EuroForm. The buyer must contact EuroForm directly, to obtain a RMA no., before attempt to return the product. The RMA no. must be included in the return package.

Any credit note will however be charged an administration fee of 20% of the original invoice amount.

If the product is incomplete (cables, diskettes, packaging, etc.) are missing, an amount equal to the cost of making the product complete again is charged.

Costs of returning the goods to the EuroForm are the customer's responsibility.

Software and specially ordered goods cannot be returned. Shipping costs are not credited.

Limitation of Liability

EuroForm does not accept liability beyond the remedies set forth in this agreement, including any liability for product not being available for use, wages, transportation costs, business interruption or for lost or corrupted data or software, or the provision of services and support.

Except as expressly provided in this agreement EuroForm will not be liable for any consequential, special or indirect damages.

EuroForm does not accept any liability resulting from the buyer's legal relationships with third parties.

EuroForm is not liable or responsible for any amount of damages above the amount invoiced for the applicable product.

Office hours

- Monday - Thursday 8.30 - 16.30
- Friday 8.30 - 16.00