



Economic Connector Services

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General Terms and Conditions of Delivery and Service

General

- §1.1. Supplier offers replacement parts on customer demand according to the terms and conditions stipulated in this document.

§1.2. The customer acknowledges that any product provided by ECSCO is of custom specifications and requirements and therefore, may not be returned for credit. Returns are only possible when our goods do not meet the guarantees specified under point 6 hereafter and when the procedure to communicate this is followed as described under point 7 hereafter.
- §1.3. Customer agrees to order under these conditions. By placing an order the customer confirms that he accepts these conditions, including the provision that the liability of the supplier is limited to the replacement of damaged or incorrect replacement parts. The customer confirms acceptance of these conditions also for orders that have been entered into the system by the supplier on request of the customer.
- §1.4. Orders sent through fax or email are considered as a request from the customer to the supplier to carry out a service.
The supplier has the right to accept or refuse this request. The supplier has the right to refuse the order for whatever reason, such as credit history of the customer, non-compliance with technical specifications of ECSCO, lack of preparation or production capacity or any other reason.
- §1.5. During the engineering phase following the order input the customer can change or cancel his order. Once the engineering is completed the order is in process and can no longer be changed or cancelled. The order will then follow the normal route of production and will be sent and billed according to the order terms.
- §1.6. The supplier will provide timely information to the customer about any anomaly on his orders via e-mail to the email address provided by the customer. Order progress and delivery information will be available by request. It is the responsibility of the customer to read the e-mails and to consult the information on them.

2. Price

- §2.1. The price as indicated on invoices will be binding only upon confirmation.

3. Copyright

- §3.1. In so far as the replacement parts to be delivered is produced on the basis of data and specification provided by the customer, the customer declares that he owns all necessary rights (ownership, copyright etc.) on the appliance, part or layout on which work is being carried out for him. He will indemnify the supplier against any loss or damage that may occur due to wrongful reproduction.

4. Military use

- §4.1 Controls cover the export of any goods, software or technology designed or modified for military use. If your design is military, we will be unable to process it. For further information on military export controls please contact your Export Control Authority.
- §4.2 Export controls apply to a range of Dual-Use items (items designed for commercial use but can then be used by Commercial or military end users). They tend to apply to high technology items and can cover electronic, computer, telecommunication and encryption technologies amongst others. We are unable to deliver or produce any electronics boards or mechanical parts if it is described on the Dual Use Lists. The customer declares that the goods ordered do not fall under any export control limitations as described in §4.1 and §4.2.

5. Delivery

- §5.1. Where a customer has arranged to pick up the goods himself these will be duly handed over to a person declaring himself to represent the ordering company or user. No liability will be accepted if the goods are transferred to a third party who should not have received the goods.
- §5.2. In case of courier delivery (or any delivery-mode to the customer's premises or another delivery address specified by the customer) delivery will take place at the customer's expense. This cost is charged on each delivery. Packaging charges will be kept to a minimum. The customer is responsible for ensuring that the delivery address he has given on the order is both correct and complete. Any additional transport costs resulting from incorrect address details will be charged to the customer.
- §5.3. Unless otherwise specified by the customer the supplier employs courier services to which the normal CMR regulations apply with regard to insurance and transporter's liability. ([CMR convention 1956](#))
- §5.4. The quoted delivery time is to be considered as an indication only and not of the essence of the contract. In the event of any delay in delivery the customer shall have no right to damages or to cancel the order. If the goods are delayed in leaving the supplier's premises other than for causes beyond his reasonable control any extra charges made for shorter production time may be dropped and the price of the goods recalculated based on the actual shipment date.
- §5.5. For technical reasons the supplier reserves the right to under-deliver on an order. This will not constitute grounds for complaint or for refusal of the goods. If the under-delivery is less than 10% of the ordered quantity the supplier will not be obliged to deliver the remaining quantity and the order will be considered as completed. Only the quantity actually delivered will be invoiced to the customer.



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6. Guarantee

- §6.1. The supplier guarantees that all delivered goods will comply with the technical specifications provided by the customer or indicated on invoices for the service chosen except in so far as any such non-compliance arises from the data supplied by the customer. The supplier's guarantee applies to any defective parts or boards provided the defect is notified to him in writing in a timely manner and has been evaluated by both parties, and provided the parts or boards are immediately returned to the supplier's factories at the customer's expense in accordance with the provisions of §7.1. The supplier's guarantee is strictly limited to the replacement of the delivered goods under the same delivery conditions as the original order. Under no circumstances will the supplier be liable for any form of consequential loss or damages.
- §6.2. The supplier accepts no liability for shrinkage or warping of materials caused by a mistake in the wrong technical specification defined by the customer. For changes that occur after delivery through outside influences i.e. fair wear and tear, responsibility will only be accepted where these problems were caused as a direct result of poor workmanship. In the event of goods being rejected due to material or labor faults they will be replaced free of charge subject to the provisions of §7.1
- §6.3. The supplier's guarantee applies only to the original purchaser of the goods. In the event that the goods are sold on to a third party, whether further processed or not, only the guarantee of the reseller shall apply.
- §6.4. The artwork delivered by the customer shall comply with the rules set out in technical specifications. The customer must check that all artwork, drill and rout files, BOM lists and Component placement files (CPL) supplied are complete and correct. The manufacture and testing of the replacement parts will always be carried out at the customer's own risk. There will be no liability on the part of the supplier for incorrect circuit diagram or software (if needed) if production was carried out in accordance with the data supplied by the customer. The fact that the customer chooses to have his documents and requirements checked by the supplier does not relieve him from the responsibility to supply correct data. The ECSCO do not warrant that all errors and inaccuracies in the customer documentation are detected before production is started. The supplier's liability is limited to the performance of industry-standard engineering checks to confirm the manufacturability and the functionality of the boards or software in accordance with the technical specifications of the relevant service as indicated on invoices.
- §6.5. On receipt of a complaint, the supplier has the right to correct any damage, offer a replacement or credit all or part of the original purchase price. Further

claims will be not be accepted. Replacement goods will be delivered under the same conditions as the original order. The supplier will not accept complaints where goods have been altered in any way, unless permission to do so has been given in writing. Sulfuric contamination.

7. Complaints

- §7.1. Any complaints about unwanted, damaged, missing or incorrect goods will only be accepted if submitted in writing immediately on, or at the latest 8 days after, receipt of the ordered goods. The supplier cannot be held liable in case of any repairs by the buyer or any third party, or in case of any form of manipulation which may prevent the cause of any possible defect from being established, or in case the products are being or have been treated or processed with any product whatsoever, of any nature or for any purpose whatsoever. Any returns shall be sent to the address of the supplier, free of charge and at the customer's responsibility.

8. Transfer of property

- §8.1. Notwithstanding the transfer of risk when the goods leave the supplier's premises, property in the goods shall not pass until payment in full has been received.

9. Payment

- §9.1. Orders will be invoiced in accordance with the terms specified in the pro form invoice sent to the customer and confirmed by him.

10. Confidentiality

- §10.1. Supplier and customer will keep confidential all information they receive about the other party which is not in the public domain. Each party agrees that their obligation to confidentiality will persist even if this contract is terminated.

11. Validity

- §11.1. The conditions shall be binding under the governing laws of the country of the supplier. Should any provision of these conditions be unenforceable, the validity of the remainder of the conditions shall not be affected.
- §11.2. The conditions are valid for all quotations requested and all orders placed by the customer whether through the supplier's website or by any other means.
- §11.3 .Hyperlinks taken up in these conditions between brackets are not part of the conditions and are provided for information only.

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