

Terms and Conditions

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| Delivery terms: | EXW Oberrohrdorf (Incoterms 2010) if not otherwise stated in the quotation |
| Basis of quotation: | Astrol AGB (can be found on our website (www.astrol.ch/files/agb.pdf) |
| Transportation: | TBD, if not defined in quotation |
| Payment terms: | As defined in quotation |
| Lead time: | As defined in quotation |
| Warranty: | 12 months from delivery, latest 18 month from readiness for dispatch |
| Liability: | Astrol is not liable for loss of profits or revenue, interruptions, increased cost of operation, cost of capital, third party claims for property damage, or any indirect or consequential damage and Astrol Electronic AG's total liability is limited to 10% of the value of the order, unless in case of gross negligence or wrongful intent. |
| Law and venue: | Swiss laws applies; the courts in Baden, Switzerland, have jurisdiction |
| Quote validity: | As defined in quotation |
| Export control: | <p>As stated in the quotation. Astrol Electronic AG's acceptance of any order will be conditional upon the grant of export and/or re-export authorisations by the competent authorities in the countries of origin of the offered products including their parts and components and/or technology if and to the extent legally required. Refusal, withdrawal or invalidity of the said export/re-export authorisations due to any event beyond the reasonable control of Astrol Electronic AG shall discharge Astrol Electronic AG from its contractual obligation in relation to the delivery of the products, technology and/or services concerned.</p> <p>The customer acknowledges that the supply may be subject to Swiss and/or foreign statutory provisions and regulations regarding export control and, without export or re-export permits from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than agreed upon. The customer agrees to comply with such provisions and regulations. The customer acknowledges that such provision and regulations may change and applicable to the contract according to the wording valid at that time.</p> <p>The Supply may neither directly nor indirectly be used in any way in connection with the design, production, use or storage of chemical, biological or nuclear weapons or carrier systems.</p> |
| Product status: | If "Engineering Status" is defined in the quotation, the product shall be used for testing purposes only. Full qualification and long-term reliability tests may still be pending. Future deliveries as engineering samples or as qualified products are subject to successful production release. |