

Kleindiek Nanotechnik GmbH
Terms and Conditions

1. General

All Quotations are subject to Kleindiek Nanotechnik's "General Terms and Conditions".

2. Prices

Prices are quoted "Ex Works" (EXW) Reutlingen, Germany (according to Incoterms 2000). The currency for all quotations is in EURO (€). The validity of a quotation is stated on each quote and is typically 60 days.

3. Terms of Payment

Total amount net after invoicing to the customer. All goods under a contract will remain the property of the seller until the payment is transferred to the seller's account.

4. Delivery

The typical delivery time of products is 8-12 weeks. Any delivery date quoted will be subject to confirmation at the time of issuing the official Order Confirmation. Products are delivered EXW Reutlingen, Germany.

5. Installation and acceptance of products

Each product contains a description for unpacking, installation at the customer site and a user manual. A functional acceptance test is described, which is performed by the customer. In case of malfunctioning, the product can be returned at cost of Kleindiek Nanotechnik and will be repaired or replaced.

6. Warranty

The warranty period for all products is one year after delivery to the customer site. Products, which fail during the warranty period due to product shortcomings (caused by faulty materials/components or workmanship), can be returned to Kleindiek Nanotechnik at no cost to the customer. Products will be replaced or repaired.

7. Service

Kleindiek Nanotechnik products are designed and manufactured with the highest quality standards and therefore show excellent lifetime and performance. In case of a failure, local repairs are not possible due to the highly integrated design and miniaturization of the products. Therefore the defective products must be returned to Kleindiek Nanotechnik for repair or replacement. Typical repair turn around time in the Kleindiek Nanotechnik workshop is five working days. Shipment times must be added for calculation of total turn around time for the customer.

8. Service pricing

Diagnostics investigation of a failed product is done free of charge. Service repair pricing will be based on material and time used for the repair. A quotation can be provided before repair is initiated.

9. Usage

It is the user's responsibility to ensure that he/she will comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. The user also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Kleindiek Nanotechnik, in violation of any applicable laws or regulations of the competent authorities. Kleindiek Nanotechnik reserves the right to refuse orders due to ethical considerations.

10. Final Provisions

The courts of Reutlingen shall have jurisdiction over all disputes. The laws of Germany shall apply. The invalidity of any provision of these general terms and conditions of sale shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.