



General Terms & Conditions

1. Definitions

1.1. Charges

1.1.1. Means the charges payable by the Customer for Goods or Service provided by the Company.

1.2. Company

1.2.1. Means SITC GmbH, Rathausstr.67, D-77966 Kappel-Grafenhausen, Germany.
HRB: 705466, St. Nr. 10053/05876, USt. Nr. DE272007368

1.3. Contract, Order, or Agreement

1.3.1. Means any Contract, Order, or Agreement between the Customer and the Company with regard to the sale of goods or the provision of service subject to these terms and conditions.

1.3.2. Any Contract, Order, or Agreement requires the Company's acceptance.

1.4. Customer

1.4.1. Means any entity engaging in a Contract, Order, or Agreement with the Company.

1.5. Goods or Service

1.5.1. Means any Goods or Service provided by the Company to the Customer subject to these terms and conditions.

1.5.2. Any service, or advice, which may be offered by the Company to its Customers, is offered in good faith. The Company shall not be liable for any loss or damage arising from such service or advice.

1.5.3. Goods or Services are provided as is, the Company accepts no liability for the Customers equipment required to use the Goods or Service.

2. Terms of Contract

2.1. These terms and conditions shall apply to any contract, order, or agreement with the Company.

2.2. Should any conflict arise, these terms and conditions shall apply and prevail over any other terms relating to the contract, order, or agreement with the Company.

3. Transfer of Property (Risk and Title)

3.1. Risk shall pass to the Customer on delivery.

3.2. Title (ownership) shall remain with the Company until all outstanding accounts with the Customer are paid in full. This does not give the Customer the right to return the goods or refuse the service. The Company retains the right to payment for the goods or service, and the Customers obligation to purchase the goods or service under this contract, order, or agreement remains, even though title has not passed.

3.3. Should the Customer act on their own account and sell on the goods or service prior to making payment in full, the beneficial entitlement of the Company may, at the company's discretion, move to the proceeds of the sale.

4. Warranty

4.1. The Company warrants to the Customer that any goods or service provided, are provided with due care and technical skill.

4.2. Goods and services may at times be subject to downtime due to maintenance and/or failure. The Company accepts no liability whatsoever for losses incurred due to such downtime.

4.3. Every effort is made to ensure the accuracy in content of all forms of communications between the Customer and the Company. The Company gives no warranty for any inaccuracies in its communications with the Customer, and accepts no liability for them.

5. Charges, Terms of Payment, and Payment Methods

5.1. The Company reserves the right, at any time, to change any charges for goods or service, at its discretion. This is especially the case in regard to renewals of contracts, orders, or agreements.

5.2. Terms of payment will be agreed with customer on acceptance of order.

5.3. Payment terms include but not exclusively: COD (Cash On Delivery), CIA (Cash In Advance), CWO (Cash With Order), Contra, NET 7, NET 30, Cash Account (No Credit), Net monthly account and Stage Payments. The appropriate payment term will be selected based on the Customer and Order/ Contract/Agreement.

5.4. Should payment terms not be agreed at time of order acceptance, the terms of payment will be set at strictly 30 days after invoice.

5.5. The Company reserves the right to interest on late payments and to claim compensation for any debt-recovery costs incurred.

5.6. The Company does not agree to any terms imposed by the Customer that remove the Company's right to claim late payment interest or compensation.

5.7. Payment Methods include cash, TT and electronic bank transfers.

5.8. All payments are to be made payable to 'SITC GmbH'.

6. Delivery

6.1. If the Customer requires delivery of goods, it will be arranged with the Company and be subject to these terms.

6.2. The Company will make every effort to meet delivery dates, but offers no warranty and accepts no liability for loss or damage incurred due to delays in delivery.

6.3. The Customer will inspect goods on delivery and notify the Company of any problems within 24 hours of the delivery. After this time the Company will conclude that the delivery was acceptable.

7. Liability

7.1. Any requests for Goods or Service by the Customer must comply with any applicable legislation, regulations or statutory instruments. The Company accepts no liability for breaches made by the Customer.

7.2. The liability of the Company shall not exceed the charge for the Order, Contract, or Agreement. The Company accepts no liability whatsoever to the Customer for any direct or indirect losses and/or expense (including loss of profit) suffered by the customer.

8. Cancellation of Contract

8.1. Should the customer wish to cancel an Order, Contract, or Agreement with the Company, they will be billed for all costs incurred under the Order, Contract, or Agreement including the Company's time spent on the Order, Contract, or Agreement.



9. Data Protection

9.1. Any Customer data or information that is held on the Company's computer systems will be treated as private and strictly confidential.

9.2. The Customer accepts that any e-mail transmissions or electronic data passed over the Internet or available via a web site, is subject to online security threats. The Company will not be liable for any losses, information leaks or corruption due to online Internet threats.

10. Force Majeure

10.1. The Company shall not be liable for any delays, failures, losses, and damages resulting from circumstances out of its control.

11. Insolvency of Customer

11.1. If the Customer becomes bankrupt, goes into liquidation (other than for reconstruction or amalgamation), becomes subject to an administration order, or a receiver, administrator receiver or administrator is appointed to the Customers property or assets, or the Customer ceases to trade for whatever reason.

11.2. The Company reserves the right, without prejudice to any other right or remedy of the Company, to cancel any Orders, Contracts or Agreements and suspend any deliveries with no liability to the Customer.

11.3 If the Customer has outstanding accounts with the Company, the charges shall become immediately due for payment.

08.2012