
GENERAL TERMS AND CONDITIONS OF SALE

Prices and Taxes

The prices shown in this catalogue are in Euro, FOB our shipping point unless otherwise specified and may vary throughout the world due to shipping costs, special packaging or transportation requirements, duties, taxes and surcharges imposed in various areas. Radiant Dyes reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications of a quotation. The prices listed in this catalogue are subject to change without notice.

Quotations

All quotations are subject to final written acceptance by Radiant Dyes in Wermelskirchen, Germany, of customer's purchase order, including any exceptions thereto, before any responsibility for performance shall exist on the part of Radiant Dyes. All purchase orders received by Radiant Dyes not in response to a quotation are subject to written acceptance by Radiant Dyes. All changes from the written quotation of Radiant Dyes must be approved and accepted in writing by Radiant Dyes Germany. The customer is hereby notified in advance of Radiant Dyes objection to any proposed additional or different terms or conditions.

Unless otherwise set forth in the details of a written quotation or proposal, all quotations are valid for a period of six (6) months from the date thereof. Prices based on quantity discount will change if order quantity is reduced after order is accepted by Radiant Dyes.

Delivery dates

Lasers: Approx. 3 months after receipt of the order / Accessories: Approx. 2 - 4 weeks ARO.

Radiant Dyes shall not be liable for any claims of damage by the customer resulting from any delay in shipping dates from those quoted. Delivery dates are subject to modification by Radiant Dyes.

Payment and Terms of Payment

Failure on the part of the customer to make full payment on all sums due Radiant Dyes as set forth in the quotation and these standard terms and conditions of sale shall constitute a material breach of contract by the customer.

Radiant dyes may, at its sole option, thereafter proceed to exercise any or all of the Radiant Dyes' remedies for breach of contract. In addition, Radiant Dyes may charge and collect from the customer a late charge for any overdue balance due Radiant Dyes computed at the rate of 2 percent (2%) per month for the period of time said balance or any part thereof is overdue. Said late charge shall be added to any overdue balance. If shipments are delayed by the customer, payments shall become due from the date when Radiant Dyes is prepared to make shipment. Products held by Radiant Dyes for the customer shall be at risk and expense of the customer. We extend terms of Net 14 Days from date of invoice with prior credit approval. We do not offer cash discounts.

Reservation of proprietary rights

The goods stay our property up to the total payment. Are there more claims against the customer, our reservation of proprietary rights stays until the payment of all claims.

Installation

The terms of installation of Radiant Dyes products are written in the actual quotation.

Warranty and Limitations of Remedies.

Radiant Dyes warrants that all products except optics shall be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of installation or from 30 days after shipment from Radiant Dyes. Optics and filters are warranted for 90 days. This warranty is subject to Radiant Dyes products being installed, maintained, and operated in accordance with the operating and maintenance instructions accompanying the shipment. Warranty shall be void if Radiant Dyes products are modified by the customer or used in other than the recommended manner or applications. In no case shall Radiant Dyes be liable for consequential or special damages.

Material under warranty will be repaired or replaced (FOB our shipping point) by Radiant Dyes. Radiant Dyes will provide an on-site field service representative in a reasonable amount of time, provided the customer issues a valid purchase order to Radiant Dyes covering all transportation and subsistence costs.

For warranty field repairs, the customer will not be charged for the cost of labour and material. Material not under warranty may be returned to Radiant Dyes for repair or replacement. Radiant Dyes will advise you of the cost and delivery time to repair the equipment, before beginning work on it.

Product Changes

All specifications and descriptions of the products in this catalogue are current at the time of printing. However, Radiant Dyes is continually involved in product testing and improvement, and specifications are subject to change. We reserve the right to discontinue and modify any item without prior notice.

Court of jurisdiction

Place where the contract is to be fulfilled and court of jurisdiction is Wermelskirchen.