

General Conditions of Sale (March 2018)

For the delivery of all new products by NUMERIK JENA GmbH (hereafter referred to as NUMERIK JENA), as well as all associated services, including delivery, installation and mounting services, the following apply:

- The “General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry” (January 2018) and the “Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies” (January 2018) of the ZVEI, the German Electrical and Electronic Manufacturers’ Association, (hereafter referred to as ZVEI Terms and Conditions of Delivery), as well as
- The following shipping conditions (all available at <http://www.numerikjena.de/en/company/gtc-of-numerik-jena.html>).

General conditions from the customer are not recognized. In case of contradictions, the following Conditions of Delivery have precedence over the ZVEI Conditions.

For Software provided irrespective of the delivery of associated hardware, the License Agreement shall apply exclusively.

(1) Beyond the warranty against material defects governed under number VIII of the ZVEI Conditions of Delivery, NUMERIK JENA offers a guarantee for repairs and/or exchange in the event of failure in the function of NUMERIK JENA products. This guarantee for repair and/or exchange includes the following services: If a NUMERIK JENA product is or becomes defective within twenty-four (24) months after shipment, and if the customer asserts a claim within this period, NUMERIK JENA will repair or exchange the product. Whether a product is repaired or exchanged is decided by NUMERIK JENA. The services of this Guarantee for Repair and/or Exchange cannot be claimed if the parts in question are subject to wear, if the customer has caused the failure of the product function, or if the product was operated beyond the bounds of the specifications and/or was not used for its intended purpose. Both actions are taken at NUMERIK JENA's main facility. Other claims of the customer, for whatever legal reason, such as claims for damages and reimbursement of expenses/costs, cannot be derived from the above regulation. Furthermore, NUMERIK JENA strives to ensure product support (spare parts and service) for at least ten (10) years after shipment.

(2) Under no circumstances is NUMERIK JENA obligated to compensate for expenses for removal, installation or attachment of the repaired or subsequently delivered goods. Furthermore, any rights of recourse are excluded if the end user is not a consumer.

(3) NUMERIK JENA retains the right to change or modify the service promised, as long as the change or modification, taking into account the interests of NUMERIK JENA, is reasonable for the Customer, especially if it is a customary modification or change.

(4) Dates identified in the offer, order confirmation or shipping documents as “Agreed date” or “Confirmed date” are legally binding dates, meaning that NUMERIK JENA would be in default regarding any delays in delivery by said date, unless NUMERIK JENA could prove that NUMERIK JENA is not responsible for the delays. Dates identified in the offer, order confirmation or shipping documents, as “Planned date” or “Customer request date” are not legally binding dates, meaning that a separate complaint by the Customer is necessary in case of delay.

(5) If NUMERIK JENA, although it is not at fault, does not receive, or does not receive in due time or form, from its suppliers merchandise or services that are necessary for the processing or manufacture of products or services to be provided by NUMERIK JENA to its customers, then NUMERIK JENA is obliged to announce this immediately to the customer and is entitled, within an appropriate period after occurrence of such delivery problems of the upstream supplier, to withdraw from the contract. In case of withdrawal from the contract, NUMERIK JENA is obliged to reimburse its customer without delay for its considerations, in particular its advance payments.

(6) The design and properties of a new product are elucidated in the NUMERIK JENA catalog descriptions. The basis for ordering from NUMERIK JENA is the catalog edition valid at the time the contract is made. However, design and property information provided in quotations for products actually ordered takes precedence.

(7) If the product ordered by the Customer is a prototype or a pilot product (hereafter collectively referred to as a non-series product), then it has not been built in the normal flow of series production nor has it been inspected and tested as a series product. Use of a non-series product is at the sole risk of, and danger to, the Customer, according to whose specific instructions the product was delivered in the form of a non-series product. It is therefore the Customer's responsibility to ensure that the non-series product is not used in active production equipment, but only in a sufficiently protected test environment. NUMERIK JENA is liable for damages caused by a non-series product only in cases of intent or gross negligence leading to physical damage, injury to health, or loss of life. The same applies if NUMERIK JENA provides software not yet released for productive application to the Customer for test purposes.

(8) By way of derogation from No. 1b of the software clause the provisions stated therein shall also apply to “firmware” By way of derogation from No. 3a of the software clause, the license applies worldwide for the software that is subject to this agreement.

(9) In all actions regarding delivery and services, the Customer will

- comply with all operating manuals and other instructions from the manufacturer and/or NUMERIK JENA
- employ only qualified operating and monitoring personnel,
- conduct scheduled maintenance and care services according to the operating instructions and enter the results in the maintenance log,
- inspect the software and machines or machine parts and the results achieved therewith, investigating anything out of the ordinary, and
- test them carefully and according to the latest rules of technology, at first in non-productive use, and use them productively only after testing has been completed successfully and the agreed-upon specifications are followed if these products, even and especially software, have been developed specifically for the Customer,
- inspect for errors any information given to NUMERIK JENA by the Customer for products to be manufactured, such as reports, documentation, sketches and other proposals. NUMERIK JENA will make such an inspection only in exceptional cases, if such an action was agreed upon,
- notify NUMERIK JENA immediately after discovering defects which were not noticed at the time of delivery, including a written description of the problem, how it occurred, and any effects thereof as exact as possible (in the form of a “complaint”); with acceptance of the “complaint” NUMERIK JENA reserves the right to destroy the device complained about in the course of detailed tests. The customer has the right to claim an equivalent compensatory device, which in case of an unjustified complaint will be charged to the customer's account in the amount of the original price of a new device.
- inform NUMERIK JENA and give NUMERIK JENA the possibility to take reasonable correctional measures, especially to inspect and replace defective parts, before the Customer incurs any repair costs,
- provide the equipment necessary for using the delivered goods in a timely manner in the current and required version, as well as any other required products from third parties.

End of General Conditions of Sale