



# triorail

Triorail GmbH & Co. KG > Sonnenstraße 16 a > 85304 Iilmünster

## **TERMS & CONDITIONS** **International Business Partner**

### Prices:

- Prices are understood EXW
- Freight charges are not included
- VAT is not included
- Customs duty is not included and be borne by the client

### Payment:

- Payment within 30 days due net
- Advance payment can be required
- Late payment will raise additional charges and fees:
- Reminder fee of EUR 2,50 for each prompt note
- 1.5% interest on late or remaining payments for every commencing month
- Goods remaining our property until complete payment
- All payments shall be made in EUR (Euros)

### Warranty:

- Consignments: In case of defective incoming goods at Customer site, Triorail has the obligation and right to rectify those products by repair or replacement. The Customer shall notify Triorail about those claims. The Customer has the right to return the defective goods if such rectification is not satisfactory.
- Product warranty 24 month
- A copy of the invoice will be used as warranty document in association with the GSM product IMEI number. The IMEI number is stated on the delivery note and be permanently stored inside each GSM product
- A warranty incident shall not extent the warranty period of 24 month
- Triorail will repair or exchange defective products, which are claimed under warranty
- A warranty claim can be declined in case of founded reasons
- Warranty will be refused if a defect is caused by abrasion, inappropriate usage or application and water damage
- Consequential costs, which are caused by warranty cases, will be not absorbed by Triorail

### Service:

- Defective products will be repaired or exchanged by Triorail
- Triorail has the right to authorize 3<sup>rd</sup> party companies for service fulfilment
- Optional Triorail or authorized 3<sup>rd</sup> party will maintain a swap pool for defective product exchange
- The Customer shall send defective products back to Triorail or 3<sup>rd</sup> party together with an error report
- Repair or exchange of defective products will be charged to the Customer for goods beyond the warranty period

Place of performance shall be Iilmünster / Germany

Place of jurisdiction: Munich / Germany

Version: 07.2010

These terms & conditions are subject to change

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