



1.
Our offers are subject to change. Oral side-agreements shall require written confirmation.
2.
All deliveries shall be governed exclusively by the terms and conditions set out below.
Purchasing conditions issued by a customer shall only be binding if we have expressly confirmed them in writing.
3.
Delivery shall mean the production and supply of the products we offer, either in accordance with our published products listed in catalogs and / or products which have been specially developed.
4.
As a result of the special applications for the products we supply, it is necessary for the customer to check that every product he buys from us is precisely suited to his own application. As a result of the wide range of possible applications we are unable to provide general guarantees.
5.
DEPAC products are covered by a warranty for material and workmanship flaws.

The liability of each and every warranty (whether it is express or otherwise in nature) shall be limited to the reimbursement of the purchase price or the replacement of the goods at our discretion. Other warranty declarations, in oral form, given by sales personnel or derived from conversations cannot be accepted.
6.
We cannot accept any liability for consequential damage caused by the use of our products.
7.
We undertake to manufacture the products to the best of our knowledge and using the latest findings and state of the art of the technical sector involved and in particular to check the function of the goods.
8.
Any obvious defects must be reported within ten days of receipt in writing, concealed defects must be reported within 30 days.
9.
We cannot accept any liability for direct or indirect losses suffered by the customer or other persons or for damage and accidents caused by external effects, incorrect treatment or the wrongful use of the products we supply.
10.
The delivery shall be made on an ex-works basis from Eschen, Liechtenstein or Bludenz, Austria by the most economical means of our choice or as specified by the customer in his purchase order. All shipments shall be transported at the risk of the recipient. We cannot accept any liability for theft, loss or damage in transit, even if the delivery of the goods is inclusive in special cases.
11.
The lead times must be agreed individually. We reserve the right to extend the agreed lead times if forces majeure or manufacturing disturbances affect us or our sub-contractors and prevent us from delivering the goods on schedule.
12.
In the event that conditions outside of our control prevent delivery or result in late delivery, we shall be entitled to release ourselves from our obligation to deliver the goods in part or in full by means of a written notification to the customer if the customer does not agree to the extension of the lead time which the situation necessitates.
13.
All the prices are quoted ex-works in Eschen, Liechtenstein or Bludenz, Austria. Our terms of payment are 30 days net; discount shall only be granted if specified with the appropriate percentage rate on our invoice. Discounts above the specified value or beyond the specified period shall not be accepted by us. If an unjustified deduction of this type is made from a payment to us, this value shall be re-invoiced. Checks will be accepted with the normal reservations and shall only be credited once they have been redeemed. In the event that the customer is in default with payment, DEPAC reserves the right to charge default interest at the normal bank interest rates at that time.
14.
The supplied goods shall remain our property until such time that all claims against the customer from this business relationship have been satisfied. The resale of the goods shall only be permitted within the bounds of normal business transactions. The customer hereby assigns all claims and all secondary rights which it has accrued against its customers or third parties from the resale to the supplier.
15.
If the goods are supplied to customers in other countries, the statutory Liechtenstein regulations and corresponding agreements shall apply.
16.
If individual points of these terms and conditions are invalid, the remainder of the points shall remain binding.
17.
The place of jurisdiction shall be Vaduz, Liechtenstein.