

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (GTC) are in effect from January 1, 2015.

1. Contract manufacturing is carried out by Creotech Instruments S.A. ("CTI") pursuant to a written order from the customer and after written confirmation by the CTI.
2. The customer is obliged to provide at his own cost to the place specified by CTI in the order referred to section 1 of the GTC, the relevant technical documentation and other agreed materials sufficient to fulfill the order, in a timeframe enabling preparation of production. The schedule or time limit of order realization is specified in the order confirmation by the CTI.
3. Failure to deliver correct materials or components by the Customer or external supplier within the set deadline results in failure to fulfill the order within the term specified in the order referred to section 2 of GTC. CTI will specify a new term for realization of the order.
4. CTI undertakes to carry out the inspection of the input components and materials provided by the Customer before proceeding. In case of visible defects, CTI will immediately inform the Customer. CTI is not responsible for the quality of the product in case of incorrect technical documentation and / or hidden defects in materials provided by the Customer. CTI is not responsible for the quality of the product due to the use of defective components or materials when the Customer decides to manufacture the product with their use. The customer is financially responsible for interruptions in production process resulting from hidden material defects or errors in the technical documentation as well as resulting from the use of defective components and materials provided with the Customer's consent and knowledge.
5. CTI has the right to suspend the execution of the order and / or release of the finished product in case the customer has outstanding financial obligations to CTI. In this case, the term specified in section 9 of the GTC shall not change.
6. The customer has the right to make changes to the technical documentation only in writing. In this case, CTI will verify the offer in terms of price and time of execution of the order. If the changes occur during the execution of the order, the Customer is additionally obliged to cover the resulting costs.
7. CTI may ask the customer to modify the conditions of the order (including price and completion date) in technically justified cases resulting from the reasons of the supplied components and materials or lying on the side of their supplier.
8. If the order has not been executed for reasons attributable to CTI, CTI is financially responsible for components and materials purchased for the order and unused components. In the event that the reason is on the Customer's side, Customer is financially responsible for all costs.

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9. The customer is obliged to pay for the order no later than on the date specified in the confirmation of the order referred to section 2 of the GTC, and if not collected - within two weeks of its completion.
10. The customer is not entitled to claim for damages or costs caused by the change of the term of implementation or cancellation of the order by CTI in the event of circumstances for which CTI is not responsible, in particular due to force majeure.
11. For delays in delivering the product to the Customer resulting from reasons attributable to the external carrier, CTI is responsible to the cost of delivery.
12. CTI is not liable for damages resulting from improper use, handling, transport or storage of the product, components, materials, preparations and other things used in the production of the product by the Customer or third parties, including those which caused during the storage of the product in the external storage after the expiry of the deadline for its receipt by the customer for reasons not attributable to the CTI.
13. The basis for filing a complaint by the Customer in the event of any damage or missing quantity is the report written by the Customer in the presence of the carrier and confirmed by him. Quantitative deficiencies impossible to determine immediately on delivery, the Customer is obliged to report within 2 working days of reception of the product. Lack or defect of any part of the product delivered does not entitle the Customer to claim the entire delivery.
14. The defect of the product delivered to the Customer should be confirmed by CTI. The customer is obliged to provide the complained product on the written request of CTI. In the event of a dispute as to the existence of the defect, the appraiser appointed by CTI and the Client shall decide. Customer is financially responsible for cost of appraiser unless the appraiser determines the existence of defects for reasons attributable to CTI. In this case, the cost of appraiser is covered by CTI.
15. CTI provides the Customer with a quality guarantee for products manufactured under the order and undertakes to repair or replace product with a product that is free of defects, in case of product defects caused by reasons attributable to CTI. The guarantee is valid for a period of 12 months from the date of execution of the order specified in the order referred to section 2 of the GTC. Liability under the warranty is excluded.
16. In the case of non-payment within the period specified in section 9 GTC, the Customer agrees to transfer the data about the order to the debt collection agency and to cover the costs of debt collection, payment of interest for delay and other costs and fees provided for by law.