



Terms & Conditions – ANCA, UK

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1. Definitions

In these terms and conditions, "Company" refers to ANCA UK and the "Customer" is the Company or person receiving goods or service from ANCA.

2. General

Any contract between the Company and its Customers for supply of goods or services shall automatically incorporate these conditions of sale which shall prevail over any other conditions attached to any order or acceptance or other written or oral intimation notwithstanding any conditions therein to the contrary and any such other conditions shall not form part of the contract between the Company and the Customer.

3. Quotations

Unless explicitly specified otherwise any quotation shall be valid for ninety (90) days from the date of issue.

4. Prices

Prices contained in individual written quotations or proposals are subject to all sales and other taxes applicable at the time of delivery. Prices are F.O.B. Company. The Company reserves the right to revise the prices without notice.

5. Payment terms

Unless explicitly specified otherwise, the Company standard payment terms are:

20% due upon the receipt of Customer purchase order

70% due after upon machine acceptance at the Company facility.

10% due upon delivery and acceptance at the Customer facility.

All amounts not paid to Company when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. If this Agreement permits or requires the use of a letter of credit, the letter of credit must be assignable, irrevocable, confirmed by Company bank in the Germany acceptable to Company, payable in installments, and require payment to Company on submission of Company's invoice and a bill of lading. Customer shall pay all costs related to the letter of credit.

6. Title of goods

The Customer hereby acknowledges that the title to and property in the goods supplied by the Company and the right to possession thereof shall not pass from the Company until all payments as herein set forth have been fully made by the Customer in cash.

7. Delivery

Any proposed delivery date is indicative only and is subject to change due to any cause beyond Company's control. Under no circumstances shall the Company have any liability whatsoever for loss of good ordered, or for any direct or consequential damages resulting from the delay in delivery.

8. Shipment

The Company is not responsible to prepay transportation or insurance cost. On customer request, the company may assist the customer with the selection of suitable shipping agency.

9. Insurance

The Company's liability for loss or damage to the goods covered by this order is limited to the events, which have occurred prior to its delivery to the carrier at the F.O.B. point shown on the Customer's order acknowledgement. Any subsequent damage or loss of the goods is at the Customer's risk.

10. Installation

Prior to the delivery of the goods to the Customer, the Company shall provide the Customer with written installation instructions. The preparation of the installation site in terms of foundation, connection and other facilities shall be Customer's responsibility. The consequence of failing to provide adequate installation site or connections to the ordered good at the date explicitly agreed between the Company and the Customer shall be the full payment for the goods without acceptance at the Customer's site.

11. Inspection

All drawings, specifications, technical documentation, samples, prototypes and goods shall be deemed approved and/or accepted by Customer if Customer does not provide a written objection and/or rejection within seven (7) days of receipt or other reasonable time established by Company. Customer shall have seven (7) days after receipt of the item to inspect and either accept or provide notice of objection and/or rejection. If it is rejected, notice must be given to the Company so that it will arrive no later than ten (10) days after receipt of the item by the Customer. Failure to act so shall constitute an irrevocable acceptance by the Customer of the item. Any objection and/or rejection by the Customer must be in writing and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection. All defects and non-conformities, which are not specified are waived.

12. Warranty

Company warrants to the Customer only, that goods manufactured by Company shall be free from defects in materials and workmanship for 12 months from the date of delivery to the Customer or 2,000 hours of actual operation, whichever occurs first. Excluded from the warranty are all expendable times including such items as, but not limited to, belts, lights, fuses, filters and those due to wear and tear. With respect to all spare parts, the Company warrants to the Customer six (6) months warranty. If a part was replaced within the Standard Warranty (12 months), then the warranty for this part expires with the Standard Warranty. Company's warranties shall apply only if the Goods; (i) have been installed and used in conformity with instructions furnished by Company, if any; (ii) have been subjected to normal use for the purpose for which Goods were designed; (iii) have not been subjected to misuse, negligence, or accident; and (iv) have not been altered or repaired by persons other than Company in any respect which, in the judgment of Company, adversely affects the condition or operation of the Goods.

13. Indemnification

Buyer shall notify Seller promptly and in any event within 30 days, of any accident or malfunction involving Goods which results in personal injury or damage to property and shall cooperate fully with Seller in investigating to determine the cause of such accident or malfunction. If Buyer fails to give such notice to Seller and to cooperate, Buyer shall indemnify and save Seller harmless from any claims arising from such accident or malfunction.

14. Software

The copying or passing of software on to a third party is illegal. The source code of all software is intellectual property of Company and therefore is neither for sale nor to be passed to a third party. Many drill geometries are protected by patent or copyright. It shall be Customer responsibility for any violation of any owner's rights under patents or copyrights through the use of the goods and software and shall indemnify Company for any such violations.

15. Limitation of Company's liability

Defective or non-conforming Goods or parts thereof shall be repaired, replaced, or refurbished by Company without any additional charge and shipped to Customer, FOB Company's plant, for reinstallation by Customer, subject to the terms hereof. The warranty obligation of Company is limited to the repair or replacement at Company's plant of any part of the goods, which Customer shall, within the warranty period, return to Company transportation charges prepaid by Customer which Company shall determine upon examination to be defective or not in conformity with the express warranties contained herein. In lieu of repair or replacement, if Company elects, Company may, upon return of such goods and making a determination of non-conformity or defect, keep the goods and refund the purchase price. Company's remedies shall be limited (even in the event of Company's default of its warranty obligations) exclusively to those provided in this section. Under no circumstances shall seller be liable for consequential or incidental damages.

16. Disclaimer

All descriptions, shipping specifications and illustrations of the goods in catalogues, brochures and price lists or otherwise provided by the Company are intended for general guidance only and the Company is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them.

17. Cancellation

Each order is considered an irrevocable offer to purchase and is non-cancelable after it has been accepted by Company. Any deviation from this policy must have written approval of Company, and any cancellation accepted shall be deemed to have damaged Company to extent of, but not limited to the amount held as non-refundable deposit and seller shall be entitled to retain any such deposit. Customer will be held responsible for all charges including, but not limited to, any additional charges, which may arise as a result of any cancellation.

18. Force Majeure

No liability will be accepted for any failure of, or delay in, performance where performance is wholly or partially delayed, hindered or prevented by any circumstances which is not within the Company's immediate control including but not limited to fire, storm, flood, earthquake, accident, war, materials or labour shortage, delay of transport and compliance with any order or request of a Government or other public authority or force majeure of any kind.

19. Governing law

These terms and all supply of goods and services by Company on these terms will be governed by laws of the United Kingdom.

20. Privacy and Personal Data Protection

It is critical that European Union personal data is protected and kept private. Compliance to the European Union "General Data Protection Regulation" must be adhered to.

Please refer to; <https://www.anca.com/About-ANCA/Privacy-Policy>