

Festo Ltd

Conditions of contract

Standard terms and conditions of sales

1. Meaning

In these Standard Terms and Conditions, “Festo“ shall mean Festo Ltd. All sales of product described are subject to the following terms and conditions which supercede any earlier set of conditions appearing in the sales catalogue or elsewhere and any variation of these terms and conditions in any document of the buyer or otherwise is inapplicable unless accepted in writing by Festo.

2. Prices and Quotation

Prices are subject to change without notice, but any such changes shall not affect accepted orders scheduled for delivery/shipment within 30 days from the date the order is accepted; prices of those products scheduled for delivery/shipment after 30 days from the date an order is accepted and entered shall be the published price in effect at the time of such scheduled delivery/shipment, but buyer, by written notice to seller within 5 days of receipt of a price increased, may elect to cancel the order for said products without charge in lieu of paying a higher price. Price quotations are firm for 30 days only.

3. Orders

- 3.1 All orders are subject to acceptance by Festo at our default shipping address in Hong Kong.
- 3.2 Notwithstanding acceptance or acknowledgment thereof, all orders are subject to approval by Festo of buyer’s credit; at Festo’s option, terms of payment may be varied from those set forth herein.

4. Deliveries

Delivery/shipment quotations are based upon best information available at the time of quotation. Festo shall not be held liable for delays in shipping due to causes beyond our control or the control of our suppliers or subcontractors, which make it impossible or commercially unreasonable to perform including so called “Acts of God“ or “Force Majeure“ events.

5. Returned Goods

No returns for credit will be allowed without Festo’s prior written permission. Only unused active items, non obsolete in current demand will be considered by Festo for return for credit. Credit will be based upon prices of products in effect at time of return or time of invoicing. However, the company reserves the right to impose a minimum value on

returned goods which is subject to handling, re-inspection and any additional expense incurred in restoring goods to saleable condition, as determined by our inspection and including all shipping charges incurred in the return.

6. Order Cancellations

Cancelled orders are subject to a cancellation charge of 50% of the invoice value; however, orders for special products namely, products customised according to customer specifications are not subject to cancellations

7. Designs And Published Data

All designs and specifications are subject to change without notice. Such changes are not to be considered retroactive, and FESTO assumes no responsibility for revision of models already in the field.

All data is sufficiently accurate for general use, but seller assumes no responsibility for errors or omissions. Certified prints are available on request, at a reasonable charge.

8. Warranty And Limitation of Liability

8.1 FESTO warrants its products to be free from defects in materials and workmanship, for a period of one year on a shift basis from date of delivery/shipment to the original purchaser. FESTO makes no warranty for any specific application or use of its products. Its liability under this warranty being limited to an allowance of credit for, or replacement of, any defective product or parts, FESTO shall not be liable for any consequential injuries or for claims for labour, loss of profit, repairs, transportation or other expenses incidental to replacement of the material. And in the event of any defect in materials, workmanship or otherwise in any delivery/shipment, it should not be a ground for cancellation of the remainder of the order and contract

8.2 The warranty shall not apply to and shall be void against any products which have been subject to misuse, misapplication, modifications or tampering or any products which have been damaged by the negligence or willful default of the user.

8.3 This warranty is expressly in lieu of all other warranties expressed or implied by statute, common law or otherwise, and of all other obligations or liabilities on its part and no agent representative or employee of FESTO has any authority to extend the scope of this warranty or make any other representation, promise or guarantee in connection with the manufacture, sales or application of its products.

8.4 Notice of products received in a damaged condition shall be given to FESTO within ten (10) days after delivery/shipping thereof, but the same shall not be returned to FESTO until after notification to the carrier and inspection and examination thereof by a representative of the carrier and an inspection and examination by a representative of FESTO.

8.5 Any claim against FESTO by a purchaser of Its products arising out of the condition or quality of said products shall be made in writing to FESTO within ten (10) days of the delivery/shipment of said goods and merchandise and a failure to present such claim within the said ten (10) days shall constitute a waiver of such claim.

8.6 For products manufactured according to the buyer's specifications, the buyer will be further responsible that the said specifications and/or products do not infringe any intellectual property rights of any other party. FESTO shall be fully indemnified (including but not limited to all its costs and expenses, including costs of its solicitors on an indemnity basis) by the buyer against any such infringement)

8.7 FESTO shall also be entitled to determine and alter this agreement of sale in the event that the buyer becomes insolvent, bankrupt or the likes.

8.8 FESTO's only office for the transaction of business is at Hong Kong and only duly authorised officials of FESTO at that place shall have the power to alter or amend the terms of any agreement binding upon FESTO. No such amendment or alteration shall be binding upon FESTO unless in writing and signed by such person.