

General Terms and Conditions

1. Definitions

Voipac:	VOIPAC TECHNOLOGIES s.r.o., M.R. Štefánika 6670/19, 911 01 Trenčín, Slovak Republic
Customer:	Purchasing legal entity
Product:	A good produced and/or offered for sale by VOIPAC TECHNOLOGIES s.r.o.
Order	Formal acknowledgement sent by e-mail, faxed or per post
Price:	A nominal value of the product(s), service and other, stated in Order Confirmation.
Service:	General support of selling/sold product eventually another support related to purchasing of the product stated in Order Confirmation.

2. Application

All orders are placed under terms of business governed in this document. Customer accepts this agreement by ordering the product. No contract comes into existence until Voipac accepts customer's order.

3. Orders

Customers may place orders in written form, through web shop, e-mail or per post. Orders may not be rejected, changed or returned by Customer after Order Confirmation is released. Exception is possible only after prior Agreement with Voipac. If the prepaid order is rejected by the Voipac, Customer will be refunded. Voipac sales representatives are not authorized to vary these terms and conditions during ordering.

4. Contract

Voipac reserves the right to change or modify produced and/or offered Products at any time. Voipac guarantees Customer at least equal functionality and performance if Products are changed or modified.

5. Price

Unless otherwise agreed in written, all Product and Services prices are EX WORKS Voipac premises, Incoterms® 2010, and exclude shipping costs, insurance expenses, VAT, local taxes, import duties or any other similar fees. VAT is automatically added to the web shop purchase orders of companies residing in Slovakia, or to the private entities residing in Slovakia or European Union. Voipac reserves the right to change the price without notice. The actual prices for Products or Services are published in Voipac's Price List. The prices stated in Order Confirmation are definitive.

6. Payment

Payment is realized in advance via PayPal, CardPay (credit card payment) or wire transfer (Customer accepts all transfer charges unless otherwise agreed) in Euros. Payment is due before dispatch of the order to the Customer or by the maturity date listed on the invoice. Voipac may suspend deliveries of Product or Service until full prepayment is received. Voipac reserves the right to charge interest at the rate of 2% per month or part of the month on overdue amounts and the right to instruct its solicitor to recover the sums due. Voipac reserves the right to at any time at its discretion demand security for payment before continuing with or delivering an order or supplying services.

7. Ownership

Goods and Services supplied by Voipac remain its property until paid in full.

8. Delivery

Standard dispatch time for order placed via the web shop is up to 48 hours. Delivery period can be individually defined by agreement between Voipac and Customer, and partial delivery can be made. Order Confirmation indicates the place of delivery. Delivery dates for customized configuration orders are approximate in regard of availability of suppliers`components used on ordered Product(s). Any date mentioned is only given as a guide and Voipac is not liable for any loss whatsoever arising from being unable to deliver on the stated date. If Customer refuses delivery of the order without Voipac`s prior written approval, Customer must pay all expenses or loss resulting from the delivery refusal. The transport risk transfers to the Customer once the Product(s) is handled to the carrier chosen by the Customer and Voipac is not liable for any loss or damage of the goods caused by shipping company or another third-party, which delivers shipment to the Customer. Any packaging that is apparently missing or is damaged should be noted on the waybill prior to signing it. Unforeseen circumstances (in case of act of God, strike, transport or supplier production problems, accidents, natural disasters or abnormal weather conditions, etc.) justify Voipac to delay given shipment about an obstruction duration period.

9. Inspection

The Customer is responsible for the shipment inspection upon the receipt. If any visible defects, shortage in quantity, damage or failure appear during this inspection, Customer must specify these defects on the waybill prior to signing it, and must notify Voipac in writing within 5 working days. Once this period has elapsed, Product is automatically accepted by the customer. If Voipac agrees to receive the return of the Product, the Product must include a return note and proof of purchase. Return costs are to be paid by the Customer.

10. Warranty

Voipac warrants that each of its Products is free from defects in material and workmanship, is sold “as is” and Voipac does not grant a fail-safe performance and does not give any express warranties or guaranties. Voipac manufactures using components or spare parts which are new or equivalent to new and meet the industry standards and practice. Voipac reserves the right to use new or refurbished spare parts and/or components. Spare parts may be new or reconditioned. Unless agreed otherwise, Voipac products are not designed to be used in life-support equipment or applications that would cause a life-threatening situation if any such products failed. Do Not use Voipac products in these types of equipment or applications.

Voipac does not bear responsibility for the following:

- Failure of a Product resulting from misuse, accident, modification, unsuitable operating environment, or improper maintenance by user
- Defects which have been caused by the incorrect installation by the Customer or a third party acting on the Customer`s behalf
- Compatibility and functioning with other products, unless expressly warranted in written
- Fitness of the Products for any particular purpose intended by the Customer
- Unless otherwise agreed in written, a Product does not include technical support and the Customer may be able to purchase technical support under separate agreement
- Any technical or other support provided under warranty by Voipac such as assistance, set-up and installation are provided WITHOUT WARRANTY OF ANY KIND

If a Product does not function as warranted during the warranty period, Customer should contact Voipac to obtain the warranty service. Customer will be asked to provide a proof of purchase as evidence of Customer's entitlement to warranty service and to fill out the Warranty Claim Form. After contacting Voipac for service, Customer should follow the problem determination and resolution procedure that Voipac specifies. An initial diagnosis of the problem will be made by a technician electronically or over the telephone. When the warranty service requires exchange of the Product or its part, the item Voipac replaces becomes its property and the replacement becomes Customer's property. The replacement may not be new, but will be in good working order and functional as new. Customer must allow Voipac to examine the Product to receive the warranty service. Before the actual exchange, Customer agrees to remove all the attachments, alterations and installed software. It is the Customer's responsibility to backup all the data stored in the Product and Voipac does not carry any responsibility for the potential loss. During the warranty period, transportation costs for delivery of the failing Product to the Voipac workshop in Slovak Republic will be at the Customer's expense, Voipac is only liable for bearing the transportation costs of the repaired Product back to the Customer, if the Product failure has been caused by a defect in material or workmanship. The warranty period for defects in material and workmanship is 24 months and begins by the day of sale specified on the invoice, unless agreed otherwise.

11. Service

Response time of Service is estimated and may vary according to the accessibility of the Product location. Service is provided by E-mail (Response time is up to 48 hours, except weekends and public holidays), if appropriate by telephone. Customer must explicate a problem of Product, otherwise Product will be excluded from Service. Products under Warranty are free of Service. The following are excluded from free of Service: goods after Warranty period, misused Products, Products after accident, modified Products, Products after unsuitable operating environment or improper maintenance. Service is not generally provided and realized in hours exceeding the local working hours, weekends or on public holidays unless otherwise agreed. If warranty service requires exchange of the Product or its part, Voipac replaces the item. The replacement may not be new, but will be in good working order and functional as new one.

12. Liability

Voipac is not responsible for the loss or damage of the Product during the transportation, damage or destruction by negligent manipulation and willful misconduct of Customer. Voipac accepts liability if Product allocates disfunction caused by negligence during production or if some item of Product is damaged or defects with no fault of Customer. Voipac is not liable for any sum greater than the amount paid to it for the goods or services sold, the provisions of clause 14 shall remain unaffected. Customer's sole and exclusive remedy in the event of an error or defect is limited to the correction of the error or defect by adjustment, replacement, or repair, at Voipac election. Voipac is not liable for any direct, indirect, incidental or consequential damages, including lost profits and loss of data. Customers are advised to back up computer programs and data regularly.

13. Software

Software not owned by Voipac is supplied "as is" as subject to license and warranty of the software licensor. Customer must accept the terms of the software license which is supplied with the Product.

14. Force Majeure

Voipac is not liable for any failure or delays in performance caused by circumstances beyond Voipac's control which would include act of God, war, strikes, lockouts, terrorist acts, transport / supplier / production problems, accidents, natural disasters or abnormal weather conditions, exchange fluctuations, governmental or regulatory action, fire, flood, shortage of material or labor.

15. Termination

Voipac may terminate this Agreement if Customer breaches laws, does not pay or payment was not realized on Voipac's bank account within the invoice maturity/due date. Agreement may be terminated when Customer does not comply, breaks this Agreement or became insolvent or unable to pay debts as they fall due.

16. Customer Obligations

Customer is responsible for its own choice of Product and its suitability for the intended purpose. Customer is responsible for the telephone & postal charges when contacting Voipac, even within the free Service period. Customer must provide Voipac with a reasonable amount of cooperation, information, facilities and access if it is required for Service.

17. Export Control

Voipac acknowledges that its Products may include technology and software which is subject to Slovak export control laws and laws of the countries where they are delivered or used. Customer must comply with all these laws. Products may not be sold to restricted and/or embargoed end users or countries or used in weapons of mass destruction or genocide without the prior consent of the competent Slovak government.

18. Data Protection

Customer data will be held in strict accordance with the applicable data protection laws of Slovak Republic. Customer data will be used only for Voipac's internal use.

19. Confidentiality

Voipac and Customer must keep strictly confidential all information received each from another or the other marked "confidential".

20. Applicable Law

Slovak law applies to this Agreement. Place of fulfillment and of the court for all disputes implicit directly or indirectly from contractual relations, is residence of VOIPAC TECHNOLOGIES s.r.o. The Vienna Convention on Contracts for the International Sale of Goods is excluded.