



# General Terms and Conditions

## 1. Definitions

- Voipac: VOIPAC TECHNOLOGIES s.r.o.,  
Gen. M. R. Stefanika 6670/19, 911 01 Trencin, Slovak Republic
- Customer: Purchasing legal entity
- Product: An item produced and/or offered for sale by VOIPAC TECHNOLOGIES s.r.o.
- Order: Formal acknowledgement placed via the web shop, e-mail, or per post
- Price: A nominal value of the Product(s), Service(s), and others, stated in Order Confirmation
- Service: General support of selling/sold Product, 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. No amendment to these terms of business may be made unless expressly accepted by Voipac in written.

## 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 the 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 equal functionality and performance if Products are changed or modified.

## 5. Price

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

## 6. Payment

Payment is realized in advance via PayPal, Stripe (credit card payment) or wire transfer (Customer accepts all transfer charges unless otherwise agreed) in EUR and USD. Payment is due before dispatch of the order to the

Customer or by the maturity date listed on the commercial invoice. Voipac may suspend deliveries of Products or Services 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**

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

## **8. Delivery**

Standard dispatch time for an order placed via the web shop is up to 48 hours. Lead time can be individually defined by agreement between Voipac and Customer, and partial dispatch can be made. Delivery dates for customized configuration orders are approximate in regards to 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 arising from being unable to dispatch on the stated date. Order Confirmation indicates the place of delivery. 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 Products are 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 parcel receipt. If any visible defects appear during this inspection, Customer must specify these defects on the waybill prior to signing it and must also notify Voipac in writing within 3 working days. If Customer during the unpacking observes shortage in quantity, damage or failure must also notify Voipac in writing within 3 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**

The warranty period for defects in material and workmanship is 24 months and begins by the day of sale specified on the commercial invoice, unless agreed otherwise. 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 practices. 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 specific development 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 an RMA Number to claim 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 / Repair Request Form. After contacting Voipac for Service, Customer should follow the problem determination and resolution procedure that Voipac specifies. An initial diagnosis of the problem may be performed by a technician electronically or over the phone. 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 with full functionality tested. It is at Voipac's discretion to determine whether a certain Product will be repaired or replaced. Customer must allow Voipac to examine the Product to receive the warranty service. Before the actual exchange, the Customer agrees to remove all the attachments and alterations. 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, should the Product failure be caused by a defect in material or workmanship. If necessary, Customer shall attach a proforma/commercial invoice for Customs declaration and clearance to the parcel, listing the value of the returning Product/s on the invoice as zero, or a very low value (such as 5 EUR or USD). Otherwise, additional charges will be levied by Customs, which may be passed to the parcel sender. Voipac suggests stating: "*Goods with no commercial value returned for repair*" on the shipment invoice.

## **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 phone. The Customer must explicate a problem of the Product, otherwise Product will be excluded from Service. Products under Warranty include free of charge Service. The following are excluded from free of charge Service: goods after Warranty period, misused Products, Products after accident, modified Products, Products after unsuitable operating environment or improper maintenance. Service is generally not provided and realized in hours exceeding the local working hours, weekends or on public holidays unless otherwise agreed. If a 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 with full functionality tested.

## **12. Service charges**

### **Voipac will charge for Product/s repair under the following conditions:**

- The Product is repaired after expiry of the warranty period
- The Product is tested or calibrated and No Problem Found (NPF) result is obtained

- The Product, though repaired within warranty period, has been subjected to misuse or unauthorized repair efforts
- The Product updates, reworks, and tests upon the request of Customer
- The Product is damaged beyond repair due to a natural disaster, for example lighting strike, flood, earthquake etc.

### **13. Liability**

Voipac is not responsible for the loss or damage of the Product during transportation, damage or destruction by negligent manipulation and willful misconduct of Customer. Voipac accepts liability if the Product allocates disfunction caused by negligence during production or if an item of Product is damaged or defective with no fault of Customer. Voipac is not liable for any sum greater than the amount paid to it for the Products or Services sold, the provisions of clause 15 shall remain unaffected. A 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 firmware, software, and data regularly.

### **14. 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.

### **15. 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, wars, strikes, lockdowns, lockouts, terrorist acts, transport / supplier / production problems, accidents, natural disasters or abnormal weather conditions, exchange fluctuations, governmental or regulatory actions, fires, floods, and shortages of material or labor.

### **16. 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 becomes insolvent or unable to pay debts as they fall due.

### **17. Customer Obligations**

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

### **18. Export Control**

Voipac acknowledges that its Products may include technology and software which is subject to the domestic export control laws and laws of the countries they are imported to 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 without the prior consent of the competent governmental body.

## **19. Data Protection**

Customer data will be held in strict accordance with the applicable data protection laws of Slovak Republic. Customer data will be used solely for Voipac internal purposes.

## **20. Confidentiality**

Voipac and Customer must keep strictly confidential all information marked "confidential" which was received from each other or from third parties.

## **21. Applicable Law**

Slovak and EU laws apply to this Agreement. For tax, regulatory, legal, and other purposes the Slovak Republic is the company residence of Voipac. The place for any legal disputes implicit directly or indirectly from contractual relations is the residence of Voipac. The Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded and the provisions of the CISG may not apply in relations between Voipac and the Customer.

**General Terms and Conditions last update: January 2024**