



Novameta
Draugystes st. 15D, LT-51227 Kaunas
www.novameta.lt

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novameta@novameta.lt

NOVAMETA STANDARD TERMS TO DISTRIBUTORS

Applicability

These Standard Terms ("Terms") apply to all products supplied directly by *Novameta* to its distributors.

Validity of quotations

Quotations are valid for 90 days unless otherwise explicitly stated in the individual quotation.
Not responsible for misprints.

Delivery terms

Provided in the proforma invoice.

In case of ex-works (INCOTERMS 2010) *Novameta* shall not be liable for delays and the distributor shall not be permitted to terminate the purchase due to delays unless agreed to in writing.

Payment terms

Provided in the proforma invoice.

If a higher credit limit is necessary, security is mandatory. *Novameta* may reduce a credit limit at any time if considered appropriate by *Novameta*.

Storage terms

Provided in the proforma invoice.

Retention of Title

Novameta shall retain title in all products and components sold to the distributor until the distributor has paid for the products in full (including transportation and packaging costs).

Warranty terms

Novameta provides a Manufacturer's warranty for all of the equipment against defects in materials and workmanship for a period of 1 year from the date of invoicing of the defective product or component to the distributor. Manufacturer undertakes to replace all inferior parts to proper quality parts or materials. In case of a fault, a properly filled claim is required and must contain all essential information relative to the fault. Faulty parts shall be returned to Manufacturer for further inspection.

Extended warranty

The extended warranty is solely applicable to certain equipment (indicated in the price list). The extended warranty costs extra of the item's list price. Standard warranty terms apply.

Warranty exclusions and limitations of liability

The warranty in these Terms shall be the distributor's exclusive remedy for defective products and components towards *Novameta*. *Novameta* shall not be liable for any costs, expenses, losses or claims (whether direct, indirect, consequential or otherwise) relating to defective products or components unless otherwise explicitly stated herein or agreed in writing. Any expenses in connection with the installation or costs of making adjustments (including service procedures, travel time costs) on the equipment to comply with the supply at the point of installation are not covered by this warranty.

The producer does not take any responsibility for damages that occur due to ignorance of cautions, improper maintenance or mechanical damages of the unit, including those, caused during the delivery. This warranty is not effective if damage occurs from improper installation, misuse; incorrect voltage supply, wear and tear from normal usage, accidental breakage, damage or if the equipment is operated contrary to the user instructions. The warranty does not cover if the damage occurs due to natural disasters; fire, if repair service was made by unauthorized person.

In case of a failure not covered by the warranty, we provide a possibility to purchase spare parts.



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Procedure for repair or replacement under the warranty

The distributor shall, at its own costs, make all reasonable attempts to repair any defective component or product.

If such repair is not possible for the distributor, the distributor shall contact *Novameta* in writing immediately (within 3 working days) upon suspicion of any defects that may be covered by the warranty. If *Novameta* is not contacted immediately (within 3 working days) in such cases, the distributor shall have no remedies. Distributor's contact shall include specific information as to the suspected defect the relevant order number and a copy of the relevant invoice.

After timely receipt of the above, *Novameta* will decide if there is a defect, whether the claim is covered by the warranty, and whether the product or component is to be replaced.

In cases where *Novameta* decides to replace defective products or components with new ones, the distributor will be billed the full amount for the goods when they are sent. This amount will then be credited when the defective product or components is returned to *Novameta* and it is established that the defective product or component is covered by the warranty.

With regard to the transport of products and components, *Novameta* will pay the freight of new or repaired products and components, while the distributor will pay the freight for defective goods that are returned (and any other costs related to the return of the goods). The warranty does not cover expenses of the service procedures performed. *Novameta* does not provide service.

Unless otherwise agreed in writing, the defective product or component should always be returned to *Novameta*: Draugystės g. 15D, LT-51227 Kaunas, Lithuania.

Cancellations

If an order cancellation request is made after confirmation of drawing and proforma invoice, adjustments are not possible and production cannot be stopped. In case of cancellation product will be charged in full.

Shipping and packing

Novameta will pack products for shipment in *Novameta* standard packaging. If the distributor has other requirements as to packing, the distributor shall contact *Novameta* to make special arrangements.

Delivery recommendations

Upon receipt, inspect units immediately for any shipping damage and notify carrier immediately if damage is found. It must be reported immediately (upon delivery) in writing in the CMR. Otherwise neither the Manufacturer nor the carrier can take responsibility for transport damage. All items are thoroughly inspected and carefully packed before leaving our factory, thus *Novameta* cannot accept responsibility for any shipping damage, however *Novameta* will assist in filing a claim.

Liability and Product liability

Novameta shall only be liable for defects and product liability to the extent set out herein (see particularly warranty terms). In addition to the aforesaid all liability is capped at the invoiced price of the defective product. All other liability is hereby excluded.

Choice of law and Venue

These Terms and the cooperation between *Novameta* and its distributors, including any disputes relating thereto, shall be governed by Lithuanian law.

Any disputes shall be settled before the Lithuanian courts, which shall have exclusive jurisdiction.