

Terms and Conditions BLACK BOX

1. General:

1.1. Every Contract for the supply of Equipment or Services by Black Box to the Customer is subject to these Terms and Conditions. All other Terms and Conditions whether implied by statute, common law, or trade usage, or expressed by the Customer are hereby excluded save for Terms and Conditions expressly accepted by Black Box in writing and Terms and Conditions and other terms, which cannot be excluded by law.

1.2. Any commitment made by our agents or representatives is not valid unless it is ratified in writing by an administrator or a member of the general management.

2. Acceptance of orders:

2.1. All Purchase orders are subject to written acceptance by Black Box by the issue of a sales order acknowledgement. Any orders received by post, fax, and email, via our web site, via sales Person, sales rep. or agent, will be immediately considered firm and definite once order acknowledgment is issued. Cancellation of any order is subject to Black Box's receipt of your written notice of such cancellation before (i) any product is shipped or (ii) the services are scheduled to commence. In the event of any such whole or partial cancellation of any order, you shall pay to Black Box the reasonable costs and expenses (including, without limitation, expenses and commitments to Black Box's suppliers and subcontractors) incurred by Black Box prior to Black Box's receipt of the cancellation notice. Orders for non-standard, special or custom products and/or services are final and non-cancelable.

2.2. For orders less than less than 250 euros not including VAT a handling fee of 50 euros will apply. This does not apply to Web orders.

2.3. Any consumption, excise, sales, value added or other tax which may be applicable to the transactions conducted under this Agreement shall be invoiced to you as a separate item and shall be paid by you unless you furnish Black Box with a valid exemption certificate.

3. Delivery:

3.1. In regards of shipments outside the Netherlands, products shall be shipped ExWorks Black Box's Central warehouse in Utrecht. In regards of shipments within the Netherlands, products shall be shipped F.O.B. Black Box's Central warehouse in Utrecht. Title to, and risk of loss or damage to, the products shall pass to you upon Black Box's delivery of the products to a carrier for shipment. Title to software will remain with the applicable licensor(s). Black Box's prices do not include shipping and handling charges. Black Box shall be permitted to deliver products in separate installments.

3.2. The Customer shall inspect the Equipment upon delivery and if it does not correspond in nature to the goods ordered, the Customer shall notify Black Box within 14 days.

3.3. If the Customer fails to take delivery of the Equipment or fails to give Black Box adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to Black Box, Black Box may either, in its absolute discretion: a) store the Equipment until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage; or b) sell the Equipment at the best price readily obtainable and taking into account all reasonable storage and selling expenses charge the Customer for any shortfall below the price under the Contract.

3.4. Where the Equipment or Services are to be delivered in partial shipments, each delivery shall constitute a separate Contract and failure by Black Box to deliver any one or more instalments in accordance with the Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

3.5. If Black Box fails to deliver the Equipment or Services for any reason other than a Force Majeure reason or the Customer's fault and Black Box is found liable to the Customer, Black Box's liability shall be limited to 100% of the price of the Equipment or Services not so delivered.

3.6. Any dates quoted for delivery of the Equipment or Services are approximate only and Black Box shall not be liable for any delay in delivery of the Equipment or Services, howsoever caused. Time for delivery shall not be of the essence. The Equipment or Services may be delivered by Black Box in advance of the quoted delivery date upon giving reasonable notice to the Customer.

3.7. Acts of state as well as circumstances such as: strike, fire, flood, "lock-out", bad weather, shortage of transport, breakdown of machines, and any that are considered Natural disasters since they make it impossible, difficult or considerably more expensive to supply the goods than when the contract was issued; the aforementioned cases of Acts of God allow the vendor to cancel the contract in whole or in part without any obligation to provide compensation.

4. Warranty:

4.1. Black Box warrants that products sold by Black Box hereunder shall be free from defects in material and workmanship for a period commencing on the date of shipment and continuing until expiration of Black Box's applicable standard warranty period for such product as set forth in product description on the Site. Basic warranty is 12 months from the date of shipping. Warranty against any manufacturing faults is valid as long as this fault is not the result of negligence, lack of maintenance or incorrect use. Goods will be repaired or exchanged free of charge for as long as the equipment is under warranty and it is repaired by our technical department or a service provider of our choice. The customer will be responsible for shipping charges.

4.2. Where the Customer requires repair or replacement of Equipment outside the relevant warranty period, Black Box shall be entitled to charge in full for such repair or replacement. Where a Customer returns a product for repair and no fault is found, Black Box shall be entitled to charge a fee to cover the time taken to test the product.

4.3. In respect of any error or defect in Services provided by Black Box under a Contract which is notified to Black Box in writing by the Customer within 10 Business Days of the provision of such Services, Black Box will make reasonable resources available to investigate and endeavor to rectify the defect and otherwise Black Box accepts no liability in respect of any error or defect in any Services or the consequences thereof and gives no warranty in respect thereof.

4.4. Black Box's responsibility is strictly limited to delivering the product and repairing or replacing defective goods during the term of the warranty. Under no circumstances may Black Box be held responsible for any other damage such as network down-time, performance not as high as expected, incompatibility with certain operating systems or other software, damage caused to other components in the system etc. (this list is not exhaustive). The customer declares awareness of the technical characteristics of the products offered and acceptance of same.

4.5 Custom products and software are returnable for repair or warranty replacement only. For the return policy on non-Black Box® brand products, talk to a Customer Service Representative.

4.6. Black Box may revise and discontinue products or services at any time without notice to you. Black Box reserves the right to substitute the latest design or manufactured equivalent products where interchangeability does not materially affect form, fit or function. Parts used in repairing or servicing products may be new, equivalent to new or reconditioned.

5. Return of goods:

5.1. You may only return products in accordance with Black Box's standard Return Policy in effect on the date of the return. If you fail to follow Black Box's Return Policy, Black Box is not responsible whatsoever for any returned product that is lost, damaged, modified or otherwise processed for disposal or resale. You must contact Black Box before attempting to return a product in order to obtain a Return Material Authorization ("RMA") number to include with the return. Black Box shall not be required to accept any return without an authorized RMA number. Black Box has approved the return by providing an RMA number. You must return the product in its original or equivalent packaging. You are responsible for all risk of loss and shipping and handling fees for returned products. Black Box may, in its sole discretion, charge additional restocking fees and/or issue credit for partial returns less than invoice or individual component prices due to bundled or promotional pricing. If you are entitled to return a cabinet, rack or other oversized product ("Oversized Product") under Black Box's Return Policy, you must contact Black Box to arrange for the Oversized Product to be picked up by a carrier selected by Black Box. Black Box shall only accept returns of Oversized Products that such Black Box selected carrier certifies as not being damaged. In the event that you return an Oversized Product that is found by Black Box to be damaged, you shall pay Black Box a restocking fee equal to fifty percent (50%) of the purchase price of such Oversized Product.

6. Prices and payments:

6.1. The price of the Equipment and Services shall be Black Box's quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in Black Box's price list current at the date of acceptance of the order. All prices quoted are valid for 30 calendar days only or until earlier acceptance by the Customer, after which time they may be altered by Black Box. Online prices are valid only at the time of ordering. Invoicing company and currency is indicated on the sale acknowledgement.

6.2. Unless otherwise agreed in writing, all prices for Equipment are quoted ex works inclusive of packing but exclusive of any applicable Value Added Tax and delivery charges, which the Customer shall additionally be liable to pay to Black Box.

6.3. Any retail prices quoted in Black Box's price lists or catalogues or other literature are recommended prices only.

6.4. Black Box reserves the right to increase prices in the time between the order point and the delivery date to cover increased costs associated with changes in exchange rates +/- 2%, purchase prices, customs duties, freight rates and insurance premiums or other matters beyond the seller's control. If the price increase exceeds 5%, the buyer is entitled to withdraw the purchase if the seller is notified in writing within 14 days of notification of the increase. If sellers' costs are increased as a result of buyer's instructions or lack of the same, such costs must be fully covered by the buyer.

6.5. Unless otherwise specified payment terms are due net thirty (30) calendar days from the date of Black Box's invoice. In the event that Black Box, in its sole discretion, deems your financial condition unsatisfactory, Black Box may require full or partial payment in advance. Upon your failure to submit full or partial payment, Black Box may cancel or delay any or all orders hereunder and/or adjust prices to match those in effect at the time delayed shipment is made. Amounts past due are subject to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law.

7. Retention of title

7.1 Notwithstanding delivery and passing of risk in the Equipment, title to the Equipment shall remain in Black Box until such time as all amounts which are owed to Black Box are paid in cleared funds in full (whether in respect of Equipment which is the subject of a contract under these Conditions or any other sum whatsoever due and payable by the Customer to Black Box).

8. Liabilities and Applicable Law

8.1. IN NO EVENT SHALL BLACK BOX'S LIABILITY FOR ANY CLAIM WHATSOEVER EXCEED THE COST OF THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL BLACK BOX BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. These Conditions shall in all respects be construed in accordance with the laws of the country of the invoicing Black Box entity and the parties shall submit to the exclusive jurisdiction of those country eligible courts