

# Terms and Conditions - v24

www.manotoh.com

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## GENERAL PREMISES

The general selling conditions herein govern all the contracts of sale entered into between the Customer and Manotoh, through the web site [www.manotoh.com](http://www.manotoh.com). Each contract is subject to the general selling conditions published on the web site at the time when the order is sent. Any change proposed by the Customer shall not modify the general selling conditions, unless an explicitly written acceptance by Manotoh.

## PRICES / QUANTITIES

All prices are meant to be in Euro's (€) and do not include taxes and charges. In particular, VAT tax and freight costs (where applicable) will be specified in the proforma-invoice.

Products prices are listed in the webshop with volume discounts where available, if discount applies it will be shown on the proforma-invoice that will be sent after the order is verified.

Sometimes a minimum order quantity applies, if the ordered quantity shows less than the minimum order quantity, the quantity will be corrected on the proforma-invoice.

Manotoh reserves the right to change the prices without any prior notice, if prices are not listed, they must be requested before ordering.

## ORDERS

Orders net minimum amount (net = taxes and freight cost not included) is € 75.00

Customers may request a special quotation for a higher quantities (for single product). Special quotations won't be made for quantities already quoted in the webshop. All orders are accepted after availability check and consequent payment request. Manotoh reserves the right to delete an order, even if accepted, informing immediately the Customer, in case of payments already done, Manotoh will refund the amount.

## HOW TO ORDER

Orders are collected by our website, for particular procedure Customer is requested to contact Manotoh.

The customer may register, from there it will be possible to manage all orders and personal information.

Registration is free and without any kind of obligation.

## SUBJECT TO PRIOR SALE

All products are available in stock for prompt delivery, all sales are "subject to prior sale clause". In case that any ordered product is no more available, the Customer will be promptly informed and will have the possibility to modify or delete the order.

## FREIGHT CHARGES

We provide a delivery with UPS courier service.

With fragile, heavy or bulky goods Manotoh reserves the right to choose an other carrier, this will be discussed with the customer.

Also, additional charges may apply when 'dangerous goods' (Lithium cells etc) are being shipped.

The freightcharges for parcels up to 1.5Kg within the EU are EURO 16.95 but exceptions apply.

Outside of EU, freightcharges are calculated per destination.

You will be advised by Manotoh about the freightcharges when the weight is more than 1.5Kg

Freightcharges by other courierservices (FedEx, TNT, UPS) are upon request, please contact Manotoh for the rates.

## PAYMENTS

All payments are in advance and have to be received within 10 days after our confirmation, after this time the order will be automatically deleted without further communication.

Manotoh does not accept any other payment than those listed below:

PayPal: After Manotoh verified the order, they will send an email with instructions for payment by Paypal. Paypal is a secure payment system managed by Paypal.

Note that all PayPal payments will be charged with an additional charges of 6% (with a minimum of € 5,00), this is the charge that PayPal charges Manotoh for using their services.

Bank transfer: After Manotoh verified the order, they will send an email with instructions for payment by bank transfer.

Note that Bank transfers originating from non-EU countries will be charged with an extra amount of € 20,00 (bankfee).

## DELIVERY

All products in the webshop are in stock for prompt (ex works) delivery, so all orders are generally processed within two working days after payment. Manotoh will deliver to the address specified in the order and according to the shipping instructions given by the customer. Shipping costs are usually charged on the customers freightaccount, unless the customer wants to have the order shipped and prepaid by Manotoh (see FREIGHTCHARGES).

Notwithstanding previous conditions, Manotoh reserves the right to change shipping method, if shipment type chosen in the order presents objective impossibilities (weight or volume limits etc..).

## QUALITY & WARRANTY

All products are packed according to present ESD guidelines and when MSL-level it requires the products will be dry-packed by us.

Products that have older datecodes may show some colouring (oxidation) on the pins at visible inspection, this is a natural appearance after so many years of ageing, upon request we can brush these products to guarantee solderability.

In a microscopic analyses also some scratches on the housing may become visible, these appearances do not affect the proper working of the parts, Manotoh guarantees their products on operational performance for 30 days. Parts that fail after solderability test are excluded from this warranty.

#### REFURBISHED/USED PRODUCTS SELLING CONDITIONS

Manotoh notifies the customer that occasionally refurbished/used products may be listed in the webshop, but these are always properly indicated by Manotoh. These products are sold by Manotoh with the same guarantee as brand new products.

#### PRODUCTS CHECK, DELAY AND MISSING DELIVERY

The Customer has to check packaging and goods when delivered and in case of damaged boxes can refuse the delivery or can conditionally sign, informing immediately Manotoh, otherwise, delivered goods will be considered properly accepted.

#### LIABILITY LIMIT

All customers are kindly requested to check the goods as soon as they received the shipment, both in terms of quantity and technical features.

In case delivery is not corresponding to the order, Manotoh will provide to replace the goods or refund the amount. If the customer does not check goods upon receipt and before using, he could not claim compensation for damages due to usage of wrong (not corresponding to requested technical features) or faulty supplied products; no claim can be made for damages such as repair or replacement costs, any kind of intervention, profit loss, travel or temporary transfer, extra costs, etc...

#### CURRENCY

Prices of products are listed in euro (€) and but payments can be made in either in Euro (€) or in US-Dollar (\$).

#### RIGHT OF WITHDRAWAL AND REFUND

The right of withdrawal, according to the European regulations, can be exercised in whole or in part even without any reason within 14 working days after receipt of goods. The return of goods will be possible just after written communication and with the agreement of Manotoh, the indications and procedure for replacement/refund will be provided after Manotoh consent.

To return the goods the customer has to contact Manotoh and apply for an RMA-number, the RMA is valid for 14 days. Returned goods without this number will be not accepted.

All returned goods have to be sent in the original package, shall not be damaged or show signs of use. All products have to be shipped to Manotoh on the customers expenses and risk.

Manotoh reserves the right to apply restricted conditions of withdrawal or refund to some particular products or to consider those excluded from the withdrawal/refund right, such as for products developed on specific request.

Manotoh will check the conditions of goods once received and will contact the Customer for the refund or replacement procedure, in any case the shipment costs will be deducted from the refund.

Complaints can be addressed to the European ODR platform.

#### ORDER CANCELLATION AND MODIFICATION

It is possible to change the order if not already paid. Otherwise modifications, additions or corrections will not be allowed.

Manotoh reserves the right not to maintain commercial relationship with Customer and reserves also the possibility to delete any order upon communication to the Customer.

#### FORCE MAJEURE

Supplies by Manotoh affected by force majeure, accidental events or impossibility to access to some service or materials, Manotoh could delay delivery and can not be held responsible.

#### PRIVACY POLICY

Personal information is stored by computer that guarantee security and privacy of data. Personal information is used within the normal commercial activity exclusively aimed to manage relationship with Customer and not yielded or communicated in any case to third parties for purposes other than described, Customer can at any time view, modify or ask for deletion of his information.

#### COPYRIGHT

All website contents, including text, images and layouts are property of Manotoh.

#### LIABILITY EXCLUSION

Manotoh disclaims any liability for damages (direct, indirect or consequential) and responsibility arising from access or usage of information contained on this web site or accessible through the web site.

Manotoh does not agree or endorse the content of third party websites and does not assume any responsibility in relation to their content.

Manotoh does not guarantee that functionalities, materials and information available on this website will be not interrupted or error free, that defects will be corrected. The user of the website is in any case required to implement procedures and systems to check for viruses (including anti-virus and other security systems) sufficient to ensure particular requirements for safety and accuracy of data input and output.