

Terms and Conditions

1. General

All Quotations made by Juarez Technology are subject to these Terms and Conditions and unless otherwise agreed in writing with the customer before the project beginnings.

The quotation has been based on the information provided by the customer and identified in the quotation.

Juarez Technology reserves the right to amend the quotation if the documentation and/or hardware supplied are not compatible with this information.

2. Liability

Juarez Technology shall not be liable for any direct or indirect injury, damage or loss arising out of misuse of the product.

Juarez Technology shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of, or in any way connected with this agreement or resulting from any defect to the products, including, but not limited to, damages for lost profits, loss of use, lost data or any damages or sums paid by the buyer to third parties, even if seller has been advised of the possibilities of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence, or any other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

The sole liability of the seller to repair or replace shall be no greater than the aggregate purchase price of the products received by the buyer from the seller.

3. Customer supplied documentation and hardware

The project will not start until a purchase order or Purchase Department written agreement has been received. All requested documentation and hardware should also be provided before the project commences.

4. Non-disclosure Agreement

Customer supplied documentation and hardware will not be disclosed or shared to third parties without prior written consent from the customer.

5. Delivery schedule

Packages will be delivered within the timescales forecast in the quotation.

Delays and anomalies in customer supplied materials may result in the project being re-scheduled alongside other customer projects in progress at Juarez Technology and hence may mean a delivery later than that forecast.

If we are unable to proceed further or complete a project due to information, software or hardware not being supplied by the customer then we reserve the right to invoice the customer for the total order value.

6. Documentation, Hardware and Software supplied by Juarez Technology

Additional hardware, software and documentation requirements that the customer may have and which are not agreed before the project commences may be subject to a further charge.

7. Cancellation

Juarez Technology reserves the right to invoice up to the full amount if the customer cancels the order at any stage.

8. Guarantee

Juarez Technology will support the package provided for a limited time specified in quotation of the product excluding all consumables parts from the date of final delivery and will visit the customer's site if necessary to correct any faults within the package supplied.

If a site visit is required and the problems are found to be due to the fault of the customer, then Juarez Technology will charge the customer at the rate of \$400 USD per day or part of each day plus an allowance for expenses and travel time.

Juarez Technology's Guarantee may be invalid due to any or both of the following conditions:
Modification of customer's tester, hardware or software
Fixture modification, hardware or software not performed by Juarez Technology

9. Terms of payment

Our normal terms of payment are 30 days from date of invoice.

10. Taxes

Buyer shall pay all local taxes, however designated, levied or based upon this agreement.