



Form GTC-100 General Terms & Conditions

1. Acceptance of Order

All Purchase Orders for products from Berkeley Nucleonics shall be deemed to incorporate these General Terms and Conditions that shall prevail over any other document or communication from the party with whom Berkeley Nucleonics is dealing. All orders are accepted and fulfilled subject to these Terms and Conditions unless otherwise varied by mutual agreement in writing. All modified products, non-standard products or products with options are manufactured to order and considered non-cancellable and non-returnable.

2. Prices

Products will be sold at the price in effect at the time of ordering. Where applicable, sales tax and other required fees will be added to the invoice. Transportation costs and import duties are not included in product prices and are to be paid by the customer. Quotations are valid for the duration specified in the quotation, usually for 30 days. Standard quantity discount schedule is 1ea-4ea NET; 5ea-9ea 2.5%; 10ea-24ea 5%; 25ea-49ea 7.5%; 50+ 10%. Quantity discounts apply to standard Models only

3. Delivery

Any time or date for delivery stated by Berkeley Nucleonics shall be treated as an estimate only. While every effort is made to dispatch products in time, no liability can be accepted by Berkeley Nucleonics for failure to deliver within agreed times. Berkeley Nucleonics shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the products however caused. Berkeley Nucleonics reserves the right to send partial shipments against an order for multiple products unless specified not to do so. Berkeley Nucleonics will accept no liability for shortages, damage to or non-delivery of goods unless the customer notifies Berkeley Nucleonics in writing within five days of receipt of goods. All orders are subject to a delivery charge which includes postage, packing and insurance in transit. This charge will be added to the sales invoice. All import duties and taxes are the responsibility of the customer. Shipments will be with FedEx, UPS, DHL or Swiss Post, unless agreed otherwise. We can also ship collect on your preferred courier account number.

4. Payment

When ordering from Berkeley Nucleonics, payment by check, ACH or Wire Transfer will be to Berkeley Nucleonics Corporation under specified payment terms (typically 30 days). For international orders, prepayment by wire transfer is typical. Wire transfer details are included with invoices. Credit terms may be revoked without notice due to delinquent payments.

5. Product Specifications

Berkeley Nucleonics reserves the right to alter or amend specifications anytime without notice as part of our policy of continued improvement. Berkeley Nucleonics has no obligation to incorporate new features into products previously sold. Updates to Berkeley Nucleonics software will be made publicly available on the website.

6. Warranty

All Berkeley Nucleonics instruments are covered by a 1 Year return-to-manufacturer repair warranty for parts and labor from the date of shipment against defective materials and/or workmanship provided the product has been subjected to proper use, handling and storage. Berkeley Nucleonics shall not be responsible for defects caused by natural wear and tear, willful damage, negligence, force majeure, and abnormal working conditions or failure to follow Berkeley Nucleonics spoken or written guidelines as to the storage, installation, commissioning, use or maintenance of the products or (if there are none) good trade practice; or the customer alters or repairs such goods without written consent from Berkeley Nucleonics. Opening the instrument and/or breaking warranty seals voids the warranty. Service plans are subject to the same warranty policy regarding use.

7. Warranty Returns

If the unit becomes faulty within 1 Year and has not been subject to abuse, then you may return the unit to Berkeley Nucleonics for warranty repair. Berkeley Nucleonics may provide a replacement product in lieu of repair, at its own discretion. You must contact Berkeley Nucleonics for a Return Material Authorization Number (RMA Number) before returning a product under warranty. Overseas customers should describe returns for customs purposes as "Customer-Owned Equipment for Repair under Warranty". Berkeley Nucleonics accepts no responsibility for units returned without a RMA Number. If the failure is found on arrival (within 30 days) the shipment costs both ways will be covered by Berkeley Nucleonics. Otherwise, the customer needs to cover the shipment cost to Berkeley Nucleonics, and Berkeley Nucleonics pays for the return shipment.

8. Proprietary Materials

Berkeley Nucleonics has exclusive ownership of all specifications and designs in addition to any other intellectual property. All Berkeley Nucleonics copyrighted material (including software and documentation) may not be copied without the consent of Berkeley Nucleonics. Berkeley Nucleonics grants the customer a nonexclusive license to use its copyrighted material only when operating the associated product manufactured by Berkeley Nucleonics.

9. Liability

Berkeley Nucleonics liability will be limited to the value of the goods only and not for any consequential damages or losses however caused.

10. General

These terms and conditions shall be governed and construed in accordance with the laws of the State of California.

11. Trademarks

Berkeley Nucleonics and the Berkeley Nucleonics logo are registered trademarks of Berkeley Nucleonics Corporation. Berkeley Nucleonics acknowledges the following product names as trademarks of their respective owners: Windows, LabVIEW, Matlab.