

General Sales and Support Conditions

1. Price

Prices are invoiced according to a valid pricelist. Prices are EXW (Incoterms). Prices do not include customs fees and delivery charges.

2. Country of origin

All DataApex products are developed, manufactured, and shipped from the Czech Republic. The third-party products are clearly marked.

3. Delivery term, transport

Products are shipped within five business days after product payment has been received. We most often use DHL as our forwarding agent.

4. Warranty, support

The length of warranty for all DataApex hardware is three years. The warranty includes the replacement of broken or inoperative parts but does not cover the replacement of parts that have been damaged due to user negligence, misuse, or mishap. In cases where the equipment used is not manufactured by DataApex, the liability is limited to the warranty provided by that manufacturer and is not covered by DataApex. A software registration is required to receive technical support. Each new software license comes with free upgrades for a one-year period (D172).

5. Software

Software is provided on a **USB media or electronically**. A printable version of software manuals (PDF format, English version) is included on **each USB installation media. The manuals are also available online in the Downloads section at www.dataapex.com**. Printed versions of relevant quick-start manuals are included if goods are shipped physically. Software is available in several languages, and the language is determined by the license purchased (D076).

6. Software License

Each Chromatography Software requires a **Hardware Protection Key** (dongle) or A/D card for software versions <2.4. A loss of the Hardware key (or A/D card for version <2.4) is considered a loss of the license rights, and a new license has to be bought in such a case.

A part of a license is a user code that defines a configuration of the Chromatography Software and is unique for each Hardware Protection Key. The Control module or Extension licenses are valid for all Instruments bought within one Chromatography Software license, and they are non-transferable to another Chromatography Software license. Chromatography software can be run only when a **Hardware Protection Key** is present.

7. Supplier's statement

Clarity Chromatography Software is exclusively developed by DataApex.

8. Payment term

Advanced payment is required for purchase. Standard payment is generally made by bank transfer, where all bank fees are paid by the purchaser. Every underpayment is considered a debt. Alternative payment methods must be approved in writing by DataApex. A penalty of 0.4% weekly interest will be charged to parties who are delinquent in their payment of an invoice.

9. Bank account information

Citibank Europe plc, Bucharova 2641/14, 158 02 Prague 5, Czech Republic

USD Account number: 5100854006/2600

IBAN: CZ81 2600 0000 0051 0085 4006

EUR Account number: 5103781009/2600

IBAN: CZ04 2600 0000 0051 0378 1009

CZK Account number: 5005061008/2600

IBAN: CZ20 2600 0000 0050 0506 1008

Swift code: CITICZPX

10. Company information

DataApex s.r.o.

VAT reg. number: CZ 16949374

Company address: Na Návsi 24, Lety 252 29, Czech Republic (invoice to address)

Offices: Petržilkova 2583/13, 158 00 Prague 5, Czech Republic (ship to, correspondence address)