

# PACOM Systems Terms & Conditions

## 1. Prices

- a. All prices exclude VAT, shipping, handling, and custom duties.
- b. All prices for items or equipment included in Pacom Systems' current catalogue are subject to change without notice. All purchase orders are accepted by Pacom Systems on condition that they will be invoiced at the prices applicable on the date of order placement. All prices are exclusive of all taxes where applicable, unless where otherwise stated.
- c. All prices shown in published catalogues or MSRP lists are recommended selling prices only. There is no obligation on the part of the reseller to maintain Pacom Systems' published prices.
- c. The standard delivery lead time is up to 5 business days from date of order confirmation. Where pre-payment is required, the delivery lead time commences from the date that funds have cleared into our bank account.
- d. Goods are delivered from Pacom Systems' warehouse in Europe. Pacom Systems reserves the right to ship from alternate warehouse as required.
- e. Pacom Systems, in any event, will not be liable to the purchaser for any loss of profit, or any other consequential loss or damage caused by any delay in delivery, or any non-delivery of an order, or part thereof.
- f. Pacom Systems will inform the purchaser as soon as the probability of a delay is recognized.
- g. Requests for order status, or issue of new purchase orders for all products must be referenced by the part number AND type code. Order status requests can be submitted electronically to **orders@pacom.com**.

## 2. Invoicing and Terms of Payment

- a. Pacom Systems' terms of payment may require a minimum of 25% deposit, with the remainder due before dispatch of goods, or on presentation of an invoice for the goods supplied. Payment of the remainder within 30 days of the invoice date may be allowed if a credit account has been previously approved in writing by Pacom Systems.
- b. Should the purchaser fail to make any payment under the contract by the due date, Pacom Systems is entitled to suspend the works, or further delivery of goods, until payment is made.

## 3. Orders and Processing

- a. All purchase orders must be sent to **orders@pacom.com**
- b. An order confirmation will be emailed to the VAR's nominated email address within 48 hours (providing all the relevant information is supplied on the purchase order). The order confirmation will include the part number, price, delivery address and dispatch date.

## 4. Risk

Upon delivery by Pacom Systems of the goods to the purchaser or his agent or to any carrier, whether nominated by the purchaser or not, the goods shall be at the purchaser's risk and Pacom Systems' responsibility for the goods ceases.

## 5. Minimum Order Value

- a. Minimum order value is EUR750.00. Smaller orders will incur a EUR75.00 processing fee.
- b. Software, licenses, repairs, replacement parts and documentation are excluded from the minimum order value clause.

## 6. Discounts

- a. No discount applies to Training and Professional Services (refer to Section 5 of this Price List).
- b. Discounts may be offered to certified VARs as indicated by the current VAR MSRP and/or for unusually large quantities of goods purchased. These would normally be included in the quotation and detailed on applicable invoices.

## 7. Taxes

- a. Pacom Systems will issue a finance invoice for all supplies as required. Information on the finance invoice includes:
  - The name and address of the recipient.
  - Description and quantity of goods and services supplied.
  - Value of goods and services supplied, freight value and total value.
- b. Purchasers are required to pay the invoice amount to Pacom Systems free and clear of any deduction or imposts by any government or financial authority.

## 8. Freight

The method of freight should be stipulated at order placement, otherwise goods will be shipped via Pacom Systems' normal carrier and mode. The cost of such freight will be charged to the purchaser at cost plus a minimal administration fee. In the instances where goods are shipped on the purchaser's nominated freight forwarder account, the purchaser obliges themselves to submit, immediately after the transport has taken place, copies of the relevant and reliable transport documents (CMR lorry note, proof of delivery, transport invoice etc.) to Pacom Systems (orders@pacom.com) as a certificate of a cross-border delivery within EU. If the purchaser fails to submit the relevant and reliable transport documents, Pacom Systems has the right to charge applicable local VAT amount, interest incurred plus possible fiscal penalties to customer.

## 9. Packing

Unless agreed to otherwise in writing, all goods are packed to the satisfaction of Pacom Systems. Such packing will be adequate for normal handling and storage, but not for exposure to weather or undue extremes of temperature, humidity or vibration. Any other packing requested by the purchaser or deemed necessary by Pacom Systems will be charged for in addition to the quoted price.

## 10. Installation

Where the installation of Pacom Systems equipment is undertaken by others, Pacom Systems does not accept responsibility for the operation of any complete system including equipment supplied by other manufacturers. Site visits will not normally be undertaken to attend to such systems, but if required, full service rates will be charged for time involved.

## 11. Pricing

The price list indicates normal availability for stock items. All deliveries will be shipped ex-works and exclude shipping, handling, taxes and customs duties.

## 12. Warranty

- a. Pacom Systems offers a conditional 24 month warranty on all new hardware products sold commencing from the date of invoice.
- b. This warranty covers Pacom hardware products sold from authorized Pacom business units.

## 13. Returns and Repairs

Please refer to the official Pacom Systems Price List for more information on Returns and Repairs.

## 14. Miscellaneous

For other terms and conditions, please refer to your valid Pacom Value Added Reseller Agreement.

**Please Note:** The Pacom Systems Terms and Conditions are subject to change without notice. Please refer to the Pacom website ([www.pacom.com](http://www.pacom.com)) for the latest Terms and Conditions. Changes, unless otherwise specified, are effective from the date they are posted on the website.