

Terms and Conditions of Taurus Europe BV

ACCEPTANCE
LIABILITY LIMITATIONS/INDEMNIFICATION DELIVERY
PAYMENT TERMS AND RETENTION OF TITLE
SHIPMENT REFUSAL
CANCELLATION
RETURN MERCHANDISE AUTHORIZATION (RMA)
RMA PROCEDURES FORCE MAJEURE
QUALITY CONTROL
WARRANTY LIMITATIONS GOVERNING LAW AND FORUM
EXPORT LAWS

1. Acceptance.

The terms and conditions on this form's face constitute the entire contract for sale of goods ("Goods") by Taurus Europe BV ("Taurus") to the purchaser and govern the rights and obligations of TAURUS and the Purchaser. These terms and conditions supersede any prior course of dealing, custom of usage, custom of trade, course of performance, prior invoicing terms and conditions, purchase orders, contracts or agreements. By placing an order with TAURUS or by accepting shipment of merchandise from TAURUS, the Purchaser expressly accepts all of these terms and conditions. Furthermore, products furnished by TAURUS, are sold only pursuant to the terms and conditions set forth on the face and back of this agreement. Notwithstanding any terms or conditions on Purchaser's order, acceptance or any other form (to which TAURUS expressly objects), TAURUS' performance of this contract will be subject only to TAURUS' terms and conditions unless modified in writing by TAURUS. TAURUS' sales terms, conditions and policies are subject to change without prior notice.

[\[BACK TO TOP\]](#)

2. Liability Limitations / Indemnification.

THE LIABILITY OF TAURUS FOR DAMAGES UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY PURCHASER FOR THE GOODS GIVING RISE TO THE DAMAGES, AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (EVEN IF TAURUS IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOSS OF DATA, SALES, PROFITS, OR GOODWILL. ANY ACTION AGAINST TAURUS, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MUST BE COMMENCED BY PURCHASER WITHIN THREE MONTHS AFTER THE CAUSE OF ACTION. IN THE EVENT THE DAMAGES RELATE TO NONCONFORMING GOODS, PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED, AT TAURUS' OPTION, TO THE REPAIR OR REPLACEMENT, WITHOUT COST TO THE PURCHASER, OF SAID NON-CONFORMING GOODS, OR IF NOT POSSIBLE, THE REPAYMENT OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.

Purchaser hereby agrees to defend, protect, hold harmless and indemnify TAURUS against any and all claims arising out of, whether directly or indirectly, Purchaser's sales of the Goods or actions taken in connection with or pursuant to this Agreement, including without limitation all liabilities, losses, damages, costs and expenses, attorney's fees, judgments, penalties, and fines. In addition, Purchaser specifically agrees to indemnify and hold TAURUS harmless against any claims by any third party relating to subsequent sales or use of Goods.

[\[BACK TO TOP\]](#)

3. Payment Terms.

Invoiced charges that Purchaser fails to pay when due (Past Due Accounts) will be charged a monthly late fee of 1.0% of the unpaid balance, not to exceed the maximum legal rate. Past Due Accounts will also cause TAURUS to suspend/void/withhold orders and/or RMA and other services. If TAURUS has not approved Purchaser to pay on Net Terms, Purchaser must prepay upon delivery or receipt of Goods. Net Term Purchasers must pay in full by invoice due date. Goods must be prepaid for when Purchaser's credit limit is exceeded.

After the 15 days from payment due date, any further payment delay will cause TAURUS to assign outside collection efforts. Taurus reserves the right to push forward or hold back the 15 days payment delay term at her discretion. This does not override the basic rights of retention stated below:

THE GOODS AND THE TITLE THEREOF REMAIN THE PROPERTY OF TAURUS UNTIL THE GOODS ARE PAID IN FULL.

The title of the goods shall pass to the Purchaser only when payment in full has been received by the TAURUS for all goods whatsoever supplied (and all services rendered) at any time by TAURUS to the Purchaser. The Purchaser shall permit the servants or agents of TAURUS to enter on to the Purchaser's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the Purchaser cannot sell, pledge or offer goods as guarantee or collateral security. Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of TAURUS and TAURUS shall have the full legal and beneficial ownership of the new products, but without accepting

any liability whatsoever in respect of such converted goods in relation to any third party, and the Purchaser hereby indemnifies TAURUS in relation thereto. In the case of non-payment at the due date and upon demand the Purchaser must return forthwith to TAURUS all merchandise unpaid for.

[\[BACK TO TOP\]](#)

4. Return Merchandise Authorization (RMA).

All returns (replacement/credit/repair) must be pre-approved. Purchaser's customer order cancellation is not a valid reason for return. The pre-approved RMA number must be clearly visible outside the shipping box and on the packing list. All items returned for credit (DOA) must be in its original retail packaging with all accessories; otherwise ship RMA items without manuals & accessories as these will not be returned. Purchaser's accounts must be current and have no overdue invoices for RMA processing. Each RMA number expires 15 days after its issuance.

TAURUS is not responsible for Goods that are damaged during shipment or misused/abused by the Purchaser. TAURUS is not responsible for the integrity of data on storage products, drive products or media of returned serviced items. Purchaser is responsible for all charges released to customers, and overseas and express shipping for RMA.

[\[BACK TO TOP\]](#)

5. RMA Procedures.

5.1 Merchandise to Be Returned at your cost to our collection depot

TAURUS EUROPE BV

RMA Department

RMA #:

Planetenweg 17

2132HN, Hoofddorp

The Netherlands

Tel +31 23 561 0331

Fax+31 23 561 0332

rma@tauruseu.com

5.1.1 Request an RMA Number by requesting a form to be sent to you by contacting your TAURUS contact person. You may also email rma@tauruseu.com

5.1.2 TAURUS will provide an RMA number on an RMA Issuance Form and forward to you via email within 5 working days after receipt of the completed RMA Request.

5.1.3 Enclose this RMA Number Issuance Form with your shipment to the TAURUS RMA department.

5.1.4 Make sure to mark the RMA number visibly on the outside of the shipping box.

5.2 If merchandise is to be returned in person, please follow steps 5.1.1 through 5.1.3 of this section

5.3 Credit. (Must be Pre-approved).

5.3.1 No credit will be granted for CPU, memory, hard drive, SSDs, open-box software, assembled systems, notebooks, special ordered items, shipping charges, freight insurance, customs and labour unless pre-approved

5.3.2 Defective item(s) returned within the DOA period which is 7 days from date of receipt of goods by the customer will be granted credit. Those items returned between 8-15 days of invoice date will be granted credit based on current market price (CMP). No credit will be approved after 15 days of invoice date.

5.3.3 Evaluation items must be returned to TAURUS within the specified date of on the invoice to receive credit. Purchaser must pay thereafter; no late returns are allowed. If no date is specified, then the maximum allowed is 30 days. No evaluation is allowed on commodity products.

5.3.2 Allow 15 working days for processing of credit after TAURUS receives Goods.

5.4 Repair / Replacement. All inquiries on RMA status must be made within 60 days of RMA number issuance and supported by proof of delivery. Past due balances will delay processing of items.

[\[BACK TO TOP\]](#)

6. Warranty Limitations.

Warranty sticker, serial number, or component tampering, misuse, or physical damage by Purchaser voids all warranties. Repaired or replacement RMA items carry a warranty for only the remainder of warranty period from the date of original invoices. Warranty and technical services cannot be extended to Purchaser's customers. Product specifications are subject to change without notice. All functionally Dead-On Arrival (DOA) items must be received at TAURUS' warehouse within 7 days of Purchaser's date of receipt to receive a credit / new replacement. Subsequent DOA items returned within 21 days of invoice will receive expedited processing for replacement but no credit unless pre-approved. Defective items returned subsequently will be repaired or replaced by standard processing.

The manufacturer's warranty limitations apply to all products sold by TAURUS. TAURUS reserves the

right to repair or replace items with those of equivalent specifications.

Most individual parts sold by TAURUS have a limited warranty against manufacturing defects for a period of 12 months, unless otherwise specified. Please refer to your account manager for details of individual part's warranty period. Exceptions are CPU products which carry a 2 day DOA exchange and 30 day repair warranty.

If the manufacturer's warranty period for the product is longer than that of TAURUS' warranty period, the service beyond TAURUS' warranty period will be handled by the manufacturer's RMA department unless an alternative is discussed and agreed with TAURUS.

[\[BACK TO TOP\]](#)

7. Quality Control.

TAURUS relies on manufacturers' quality control and does not individually test all products in our warehouse, hence TAURUS does not custom-configure motherboard or other products, such as jumper/software settings, including that for CPU's. Special requests to install/configure/test individual components would be at additional labour cost to Purchaser. Purchaser is presumed to have qualified and knowledgeable technicians able to diagnose and pin-point problem source.

[\[BACK TO TOP\]](#)

8. Shipment Refusal.

Purchaser's refusal to accept shipment of Goods from the freight carrier for any reasons beyond the control of TAURUS will incur credit of CMP less a restocking charge of 15% of the invoice price and all freight charges, insurance charge or handling fee (including loss or charges). Subsequent purchases will require a written purchase order.

[\[BACK TO TOP\]](#)

9. Delivery.

Shipment errors or discrepancies must be claimed in writing on the same day upon receipt of goods. Damaged boxes or goods must be reported to freight carrier by consignee (Recipient/Purchaser) upon receipt of Goods. Once the delivery has been signed for and accepted, TAURUS will not be liable for any damaged or missing goods. So please inspect the goods before accepting it. Delivery shall be F.O.B. TAURUS' warehouse unless agreed otherwise. Unless otherwise provided for on the face of the form, risk of loss passes to Purchaser upon delivery by TAURUS to freight carrier. Purchaser shall be responsible for shipping costs unless otherwise agreed. TAURUS shall choose the carrier unless Purchaser otherwise instructs in writing.

[\[BACK TO TOP\]](#)

10. Cancellation.

Purchaser's order and this Contract may not be terminated or cancelled, either in whole or in part, without TAURUS' written consent. A cancelled order will incur a debit note for the amount of 5% of the value of the cancelled goods, unless waived by the sales manager.

[\[BACK TO TOP\]](#)

11. Force Majeure.

TAURUS shall not be responsible for delays or failures in performance and shall have no liability to Purchaser resulting from causes beyond its reasonable control, including but not be limited to acts of God, natural disasters, war, riot, fire, accident, explosion, strikes or other labour trouble, government acts or omissions, delay or default by subcontractors or suppliers of materials or services, transportation difficulty or shortages in labour, fuel, materials, suppliers or power at current prices.

[\[BACK TO TOP\]](#)

12. Governing Law and Forum.

Purchaser understands that they are entering into an assignment of monies in favour of TAURUS Europe B.V, a Dutch limited liability company. Disputes exceeding EUR 5000 (Five Thousand Euros) and not resolved in small claims court, concerning the Goods, the assignment of monies, the monies assigned, or these terms and conditions shall be settled by binding arbitration in accordance with the local commercial arbitration rules. Such small claims court proceeding or arbitration shall be held in the Netherlands. THE PARTIES WAIVE ALL RIGHTS TO ANY OTHER COURTS, MUNICIPAL, SUPERIOR OR OTHERWISE. This Agreement shall be governed by laws of the Netherlands.

[\[BACK TO TOP\]](#)

13. Export Laws and Restrictions.

All Goods that TAURUS sells to the purchaser are subject to the export control laws and regulations of the USA, the European Union, the Territory in which the Purchaser operates and

the territory from which they were supplied, and that Purchaser will abide by such laws and regulations. Purchaser confirms that it will not export, re-export or trans-ship the Goods, directly or indirectly, either to (1) any countries that are subject to the USA's or those of other relevant territories' export restrictions or any national thereof or (2) any end user who has been prohibited from participating in USA export transactions by any federal agency of the USA government, by the European Union, or by any other relevant territory. The Purchaser also confirms that the Goods will not be sold, transferred or licensed to an end user whom the Purchaser knows or has reason to know will utilise the Goods directly or indirectly in activities related to the proliferation of weapons of mass destruction, including without limitation, the design, development or use of chemical weapons, biological weapons, missiles or any nuclear activity. The Purchaser agrees to indemnify, defend and hold TAURUS harmless from any claim against TAURUS due to the Purchaser's violation or alleged Violation of any applicable export laws and restrictions.

[\[BACK TO TOP\]](#)