Terms and Conditions

applicable to end users

Company:	**Elnec s.r.o.**
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	Web: www.elnec.com; E-mail: elnec@elnec.com

1. MAKING A PURCHASE:

1.1. You may order online on this web site.

1.2. Click *'Add to shopping cart'* on any item that you wish to buy. Your items will be added to your shopping cart at the top of the right side of the page. If you wish to change the quantity, click *'Shopping cart'*. You may then change the quantity to the desired amount and then click *'Recalculate price'*.

1.3. After you have all of the items that you wish to purchase, click on *'Place order'* in order to proceed with your online order. You will be asked for a few details that we need to be able to process the order.

1.4. You may decide to abort the order at any stage of this process before you click *„Process order"*.

1.5. Your placement of an order means that you have accepted all of these terms and conditions.

2. SALE PRICE (VAT):

2.1. Member country of the EUROPEAN UNION:
- Sale price is net of VAT provided that buyer has got a valid VAT number, otherwise sale price is inclusive of VAT.

2.2. Other countries:
- Sale price is net of VAT

3. DELIVERY:

3.1. Goods ordered before 10 a.m. (CET) will be usually despatched on the same working day provided that the goods are in stock and the payment for ordered goods is performed before despatching of the goods.

3.2. Should ordered goods become unavailable following your order, we will inform you by e-mail as soon as possible. You are entitled either to approve a new delivery time or cancel the placed order.

3.3. Delivery will be made to the address specified in the order in accordance with "Incoterms 2000": FCA Presov.

3.4. Elnec s.r.o. typically sends Goods by FedEx carrier.

3.5. The buyer is responsible for obtaining any licence and documents complying with any import regulations in the country of importation.

4. COMPLIMENTARY TRANSPORTATION COSTS:

Note: applicable to buyers buying standard items available on this web site.
It does not apply to items on special demand of customers.

4.1. Depending on the total buying price:

	Shipping charges:
less than or equal to $ 100	$ 50,-
less than or equal to $ 400	$ 35,-
less than or equal to $ 800	$ 30,-
less than or equal to $ 1200	$ 15,-
more than $ 1200	free of charge

5. PAYMENT:

5.1. Payment methods:

- Payment from your PayPal account (provided that you have created PayPal account)

- Payment by credit Card or debit Card (CardPay) 

- Bank transfer - proforma invoice will be issued and send to your e-mail address on the basis of your order. As regards of bank charges, please choose “OUR” in the money transfer order. The goods can be sent only after the payment the total invoiced amount. The goods to your order is reserved for up to 7 working days only.

5.2. Elnec s.r.o. reserves the right to request payment in advance.

6. WARRANTY:

6.1. Elnec s.r.o. gives a guarantee on failure-free operating of the programmer/programming adapter and all its parts, materials and workmanship for the period of time beginning from date of purchase from Elnec s.r.o. or authorized Elnec s.r.o. distributor, according to the table below:

Ord. No.:	Product name:	Warranty:
50-0054	*BeeHive208S*	*3 years* [6.2]
50-0053	*BeeHive204*	*3 years* [6.3]
50-0055	*BeeHive204AP*	*3 years*
50-0062	*BeeHive304*	*3 years*
50-0064	*BeeHive404*	*3 years* [6.3]
50-0052	*BeeProg2*	*3 years* [6.3]
50-0059	*BeeProg2C*	*3 years* [6.3]
50-0057	*BeeProg2AP*	*3 years*
50-0061	*BeeProg3*	*3 years*
50-0063	*BeeProg4*	*3 years* [6.3]
50-0065	*BeeProg4C*	*3 years* [6.3]
50-0038	*SmartProg2*	*3 years* [6.3]
various	*Accessories*	*1 year* [6.15]
70-xxxx	*Programming adapters*	*1 year* [6.4; 6.15]
71-xxxx	*AP1 programming modules*	*1 year* [6.4; 6.15]
73-xxxxx	*AP3 programming modules*	*1 year* [6.4; 6.15]

6.2. This warranty is limited to 25,000-cycles on DIL ZIF sockets. This warranty is also limited to one year on all computer parts of the programmer (motherboard, CPU, HDD, touchscreen, etc.).

6.3. This warranty is limited to 25,000-cycles on each DIL ZIF socket.

6.4. This warranty is limited by mechanical lifetime of ZIF socket. The lifetime of ZIF socket is different at particular adapter/module. You can find information about mechanical lifetime of ZIF socket of particular adapter/module on our web site: *Products – Programming Adapters* and *Products – Programming Modules* ... - click on desired kind of adapter/module. This warranty covers mechanical lifetime of ZIF sockets only. This warranty doesn't cover wear and tear; e.g. higher/undefined/fluctuating contact resistance caused by dust/dirt, or by materials rubbed off from programmed devices leads.

6.5. If the product is diagnosed as defective, Elnec s.r.o. or authorized repair facility of Elnec s.r.o. will repair or replace defective parts at no charge. Parts used for replacement and/or whole programmer are warranted only for the reminder of the original warranty period.

6.6. The warranty does not apply to products that are of wear and tear or mechanically damaged. Equally, the warranty does not apply to products opened and/or repaired and/or altered by personnel not authorized by Elnec s.r.o., or to products that have been misused, abused, accidentated or that were improperly installed.

6.7. Elnec s.r.o. has used its best efforts to develop hardware and software that is stable and reliable. Elnec s.r.o. does not guarantee that the hardware and software are free of "bugs", errors or defects. Liability of Elnec s.r.o. is always limited to contract's net value paid by a buyer.

Elnec s.r.o. is not liable for:

- damage caused by inappropriate use or handling of products,
- damage caused by users or third parties modifying or trying to modify products,

- damage caused by viruses, root kits, etc.,
- any further damage or consequent damage caused by hardware errors or software “bugs”.

For example: *lost profits, lost savings, damages induced by claims of third parties against a client, damage or loss of recorded data or files, renown, loss caused by impossibility to use etc.*

6.8. Elnec s.r.o. will determine whether the defective product should be repaired or replaced and also judge whether or not the warranty applies.

6.9. For repair of product within the warranty period, customer must provide a copy of the purchase receipt to prove date of purchase.

6.10. Warranty repair will be performed within 5 working days after Elnec s.r.o. receive a defective product. Preferential handling of repair requests ensures registration of the product that should be made within sixty 60 days from the date of purchase here.

6.11. Please visit "Warranty and After-warranty Repairs" page at Elnec s.r.o. website, to be familiar with the warranty and after-warranty repair conditions and procedures before sending any shipment to Elnec s.r.o..

6.12. If buyer of the product is an individual End user located in the European Union and intending to use the product for non-commercial purposes, warranty period of the product is at least two years (above stated cycles limitations depending on particular product remain in force).

6.13. These terms are not applicable for Elnec s.r.o. products purchased under ODM partners names and bought form MicrochipDirect.com.

6.14. By default we do not provide repair report with details, however it should be provide on request with additional payment, the fee depends on the situation.

6.15. All the Accessories including Programming adapters and Programming modules are "consumable". Therefore we do not repair out-of-warranty items

7. FORCE MAJEURE:

7.1. We shall not be liable to you or be deemed to be in breach of this conditions by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control. The following shall be regarded as causes beyond our reasonable control:

- explosion, flood, tempest, fire or accident,
- war or threat of war, sabotage, insurrection,
- import or export regulations or embargoes.

8. GENERAL / TRADEMARKS:

8.1. The Contract shall be governed by the laws of Slovakia.

8.2. The Elnec s.r.o. company owns full copyright in respect of the goods and its reproduction in whole or part is prohibited without the company’s prior written consent.

8.3. Products of Elnec s.r.o. are marketed and sold under ELNEC® trademark. Do NOT use our trademark or logo (or similar marks) in your own product names, service names, trademarks, logos or company names. Please note that Elnec s.r.o. has by now not granted to any third party right or license to manufacture its trademarked products. If you have any question regarding using ELNEC® trademark, please contact Elnec s.r.o. sales department.

9. Export Restrictions:

In an effort to comply with EU and U.S. export restrictions, sale or further distribution of Elnec´s products for any activity to the concerned countries listed below is not allowed. The buyer agrees to indemnify Elnec for all losses that may be imposed in connection with violation of the mentioned export restriction by the buyer in connection with Elnec´s products. Countries concerned: Belarus, Cuba, Iran, North Korea, Russia and Russia-occupied territories of Ukraine, Syria