

Inter Engineering General Conditions regarding Inter Engineering eStore (Internet Store)

Version. 1.1

Last Change: 2013-07-16

Article 1. Definitions

Inter Engineering

The company registered in Greece with **VAT Nr. EL044824428** and in Greek Chamber of Commerce with **Registration Nr. 308892**.

Inter Engineering eStore

The facility made available by Inter Engineering on the internet through which tangible or intangible items can be purchased. At the moment of writing this facility is available at the URL www.inter-datasecurity.com/eshop but Inter Engineering reserves the right to change this without notice

Customer

Any entity which can potentially purchase something from Inter Engineering

Consumer: A customer who is not a company

Products: Any tangible or intangible good sold by Inter Engineering

Service: Any effort provided towards the customer.

Article 2. General conditions

2.1 Besides the conditions in this document, the “Inter Engineering Terms and Conditions for Customer Services and Support” apply. In case of contradiction between the conditions in this document and those in the “Inter Engineering Terms and Conditions for Customer Services and Support”, those in the “Inter Engineering Terms and Conditions for Customer Services and Support” prevail.

2.2 The customer doesn't obtain any rights from the fact that Inter Engineering possibly applies these conditions with flexibility.

2.3 Any purchase conditions used by the customer or presented by the customer, are pertinently ignored and are therefore not applicable for purchases from Inter Engineering.

2.4 In case one or more of the conditions in this document can legally not be applied, the rest of the conditions will remain to be valid without change.

2.5 In these conditions, the term “in writing” includes writing through electronic means like filling in a form on a website, email or fax.

Article 3. Offerings

3.1 Together with the products offered on the Inter Engineering website mentioned are: Product description, price and VAT. When possible and applicable delivery costs are mentioned.

3.2 The products offered on the Inter Engineering website are described as accurate as possible.

3.3 In case the products offered differ from the customer's expectation, this does not oblige Inter Engineering to payment or in any other way settlement of any possible damages. The customer has his right of revocation of his purchase as mentioned in the article "revocation of purchase".

3.4 In case Inter Engineering provides the customer with information regarding the expected delivery time, this information is only an indication and no rights can be obtained from this.

3.5 Any offering on the Inter Engineering website is valid as long as the products or services can be delivered by Inter Engineering. The possibility exists that a product mentioned on the website is not available (any more). Customers can not obtain any rights from such occasions.

Article 4. Purchase Completion

4.1 A purchase is completed after the customer has chosen a product or service and has paid for this. The customer herewith implicitly accepts all Inter Engineering terms and conditions.

4.2 At any time Inter Engineering has the right, without mentioning the reason, to reject a purchase or attempt of purchase of a customer. In case the customer already has paid for the case in question, Inter Engineering shall reimburse the amount back to the customer, immediately after said rejection, unless the customer already owed money to Inter Engineering.

Article 5. Delivery

5.1 Delivery is Ex. Works., Incoterms, at Inter Engineering's office address.

Inter Engineering however offers its cooperation towards the customer for transportation of any purchased tangible goods to the desired address of the customer. The responsibility for any damage to or loss of goods during transportation lies with the customer and it is up to the customer to decide if the goods should be insured during transportation. All expenses involved in transportation are to be paid by the customer. In case the third party transportation company (courier, transport company etc, post offices etc) will be paid by Inter Engineering for any reason, the customer will prepay the amount to Inter Engineering. In case Inter Engineering pays the third party transportation company, the responsibility for the goods during transportation as described above still remains with the customer.

5.2 Delivery of the goods by Inter Engineering will be done as soon as possibly. For software the estimated maximum delivery time is within 24 hours from purchase. For tangible goods this is 30 days.

5.3 In case the customer and Inter Engineering have in writing agreed on a specific delivery time and Inter Engineering has exceeded this delivery time, the customer can cancel his purchase in writing and Inter Engineering will reimburse the amount paid by the customer for this specific purchase for which delivery was delayed.

Article 6 "Revocation of Purchase"

6.1 Regarding tangible products (pertinently not software) the customer has the right to revoke (cancel) his purchase within 14 days from date of purchase, without mentioning the reason. It is however appreciated that the reason is given.

6.2 In such a case the customer is responsible for delivering back the purchased product(s) to Inter Engineering, undamaged and unused, in their original un-opened packaging. Transport cost and responsibility will be born by the customer

6.3 Inter Engineering is not obliged to accept returned products that

- are damaged
- are not in their original, unopened packaging
- whose packaging is damaged

- that show any signs of wear

6.4 The customer is not entitled to return any product that has been crafted or adapted to specific desires of the customer.

Article 7. Warranty and claims

7.1 The customer is obliged to check delivered products immediately after reception. Any imperfection of a product needs to be reported by the customer within a limit of 7 days.

7.2 Claims concerning visible imperfections or delivery of products other than those purchased need to be done in writing within 48 hours from delivery, otherwise the customer's right for correction will be void. Therefore Inter Engineering will after this period never accept the return of a product, except for occasions as described in article 6.

7.3 The warranty on any products offered by Inter Engineering is the warranty of the manufacturer. Inter Engineering does not add any warranty. The customer may, and is encouraged to, obtain detailed warranty descriptions from Inter Engineering on request before purchasing. In case a product has been manufactured by Inter Engineering, the customer should request for a description of the warranty before purchase. In any case any warranty period will not exceed one year from date of purchase.

7.4 In case of a fault of a product which is covered by warranty, the customer should communicate with Inter Engineering for the procedure to follow for the repair or replacement of the product. The customer will accept the provided procedure as-is. No discussion nor negotiation is possible on this topic. Inter Engineering will assist in order to achieve fast service in such a case but cannot commit to any time limit.

7.5 Any transportation costs for the return of products related to warranty to Inter Engineering, and the shipment of repaired products or replacements to the customer, will be paid by the customer. The responsibility for the protection of the products against loss or damage during transportation lies with the customer.

7.6 Besides that which is written in the manufacturer's warranty terms:

Any warranty will be void in case of use of the products for purposes other than those the products are intended for or damage of the products due to causes that can not be influenced by Inter Engineering including but not limited to lightning, humidity, excessive power from the public net, vandalism etc.

In case the customer himself or any third party has damaged or changed or tried to repair the products, any warranty is void.

Any warranty is void in case products have been misused or poorly maintained.

Any warranty is void in case an imperfection of a product was caused or partly caused by influence of the customer.

Article 8. Price and Payment

8.1 The prices mentioned on the Inter Engineering website are subject to change without notice and do not cover transport expenses.

8.2 After a customer has purchased and paid the prices of the already purchased items cannot be increased, except for increases not controlled by Inter Engineering such as increases in VAT.

8.3 All customers' payments are done up front before delivery.

8.4 In case Inter Engineering and the customer agree on payment through "cash on delivery" whereby the customer pays the third party taking care of the transport, the customer is obliged to pay such third party at the moment of delivery.

8.5 In case a customer does not keep his payment obligations Inter Engineering is freed from all its obligations coming forth from the purchase and may claim all expenses to be made by Inter Engineering from the customer.

8.6 Any incorrectness regarding invoicing must be mentioned by the customer immediately, such that Inter Engineering can correct them. This may mean restitution of money to the customer, or payment of extra money by the customer.

8.7 Any incorrectness in invoicing does not relieve the customer from any of his payment or other obligations coming forth from the purchase.

Article 9. Retain of ownership

9.1 The products delivered by Inter Engineering remain ownership of Inter Engineering until the customer has fulfilled complete payment and any other obligations towards Inter Engineering.

9.2 In case Inter Engineering claims its right of ownership, any related purchase is deemed to have been undone, without diminishing Inter Engineering's right to possible settlement of damage, lost of profit or interest.

Article 10. Services

10.1 Inter Engineering commits to perform any services purchased by the customer to its best possible potential applying adequate care and workmanship.

10.2 In case of a customer complaint regarding delivered services Inter Engineering should negotiate a mutually suitable solution for both parties.

10.3 Inter Engineering has the right to involve third parties in order to perform services.

10.4 Unless otherwise agreed in writing, the customer should comply with the conditions in the current document.

10.5 the customer is obliged to provide Inter Engineering in time with all information that Inter Engineering has indicated to be needed or that can reasonably be understood by the customer to be needed for delivery of the purchase.

10.6 In case the customer does not provide Inter Engineering at all or not in time with the needed information for the delivery of the purchase, Inter Engineering has the right to cancel the purchase and charge the customer with possible caused extra expenses..

10.7 For any complaints regarding services delivered by Inter Engineering, the customer must inform Inter Engineering within 14 (fourteen) days after delivery of the services. The customer agrees that from one year after the delivery of any services the customer sets Inter Engineering free from any juridical claims related to delivered services.

Article 11. Force Majeure

11.1 Inter Engineering is not obliged to commit to its obligations towards the customer in case it is hindered as a result of any cause that cannot be controlled by Inter Engineering. Such a situation is called Force Majeure.

11.2 During the period of force majeure, Inter Engineering is allowed to cancel the obligations coming forth out of the purchase of the customer. In case the situation of force majeure remains longer than 30 (thirty) days, any of both parties customer and Inter Engineering can cancel the purchase, without any obligation of payment of damages towards the other party.

Article 12. LIMITATION OF LIABILITY

INTER ENGINEERING AND THE PEOPLE RELATED TO IT WILL NOT BE RESPONSIBLE TOWARDS THE CUSTOMER OR ANY THIRD PARTY FOR ANY KIND OF DAMAGE OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY EXPENSES, LOSS OF PROFIT, INTERRUPTION OF OPERATION, LOSS OF DATA, LOSS OF INFORMATION, DAMAGE TO REPUTATION OR ANY OTHER FINANCIAL OR MATERIAL OR PERSONAL DAMAGE), UNDER ANY CAUSE OF ACTION OR THEORY OF RESPONSIBILITY, AS A RESULT OF THE SERVICE PROVISION, INCOMPLETE SERVICE PROVISION OR LACK OF SERVICE PROVISION OR IN GENERAL AS A RESULT OF THE COOPERATION WITH THE CUSTOMER, EVEN IF INTER ENGINEERING OR THE PEOPLE RELATED TO IT

HAVE ON BEFOREHAND BEEN INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL ALSO BE VALID IN CASE OF FAILURE OF ANY ATTEMPT OF CORRECTION OF DAMAGES.

THE TOTAL LIABILITY/RESPONSIBILITY OF INTER ENGINEERING AND THE PEOPLE RELATED TO IT FOR ANY CLAIM OF COMPENSATION OR ANY OTHER CLAIM OR ACTION RESULTING FROM OR RELATED TO THE COOPERATION WITH THE CUSTOMER WILL NOT SUPERSEDE IN ANY CASE THE NET TOTAL AMOUNT OF MONEY PAID BY THE CUSTOMER TO INTER ENGINEERING DURING THE LAST SIX MONTHS BEFORE THE DATE OF THE CLAIM.

In case Inter Engineering is decided by the authorities to be responsible for damage, any such responsibility will be limited to payment of an amount of money and this amount will not exceed the invoiced amount for the goods or services related to the purchase that led to the damage claim. In case it is not clear which purchase led to the damage claim then the amount of money will not exceed the amount of money the customer paid to Inter Engineering (minus VAT) during the last six months before the damage claim.

In case that by law any part of these conditions is overruled or deemed non-applicable, the rest of the conditions will remain in force.

Article 13. Applicable law and disputes

13.1 For any legal dispute which involves Inter Engineering, applicable is only the Greek law.

13.2 Customer and Inter Engineering will only involve a court of law after they have attempted to the utmost to settle any dispute through mutual negotiations.

13.4 Unless enforced by law, the court of law for judgment on any dispute will be the court of Larissa, Greece or any other court selected by Inter Engineering.

By placing an order towards Inter Engineering or by starting to use a product sold by Inter Engineering or by requesting any service from Inter Engineering the customer declares that he agrees with the conditions of the present document.