

General sales conditions

1. GENERAL CONSIDERATIONS

The sale of products by the Vendor shall be governed by these General Sales Conditions.

These General Sales Conditions are considered accepted without reservation of any kind by the Customer and take priority over the general conditions of the Customer.

The Customer shall be solely responsible for choosing the products bought and sold, and the use for which they are intended. Accordingly, and consistent with information referred to in its catalogues, price lists and / or general information about the material, the Vendor is not responsible and does not guarantee that the product is suitable for the technical applications intended by the Customer, or for achieving, in whole or in part, the objectives foreseen by the latter.

2. PROPOSALS

2.1. Data relating to weights, volumes, dimensions, etc., indicated in the specifications and documents attached to the proposal are approximate and for guidance only and, therefore, may be modified without this giving rise to any claim.

2.2. The proposal includes the material specified in it, although the Vendor reserves the right to make any alteration which, in its opinion, might mean an improvement in the product sold.

2.3. The proposal shall be valid for 45 days from the date of issue.

3. DOCUMENTATION - PROJECTS - PROGRAMMES

3.1. Any studies, projects, drawings, software or other information entrusted to the customer is the exclusive property of the Vendor and the customer undertakes not to assign or transfer them and treat them confidentially, keeping them always available to the Vendor.

4. CONCLUSION OF THE SALE

4.1. The contract shall come into force when the Vendor informs the customer in writing of acceptance of its order and the latter has met its obligations up to this time.

4.2. These General Sales Conditions are the only valid conditions and, therefore, no other customer condition concerning the order shall be accepted, whether printed or otherwise, if it is contrary to the said General Sales Conditions, unless otherwise is agreed on both sides and it is accepted in writing by the Vendor.

4.3. Due to the large changes in economic conditions and circumstances, our proposal has a validity period of 45 calendar days, counting from the date of issue. After this period, any order placed shall not be valid unless it receives our express acceptance.

5. PRICES

5.1. Prices refer to material available at our warehouse in Arbuio (Vizcaya) and without packaging, and therefore transportation, freight, insurance or any other similar concept shall be the sole responsibility of the customer. Similarly, all taxes, duties, levies, etc, chargeable on the transaction shall be the sole responsibility of the customer.

5.2. If an increase in the cost of materials, labor, etc. should occur between the order being placed and being served, the sale price may be revised at the request of the Vendor, starting at all times from a fair and equitable basis.

5.3. Prices of imported materials are based on the exchange parity of the Euro against the currencies of the countries of origin of these products on the date of the proposal. If any variation in this exchange parity should occur, the Vendor reserves the right to revise its prices proportionately.

6. PAYMENTS TERMS

6.1. The customer undertakes to make payments at the Vendor's registered offices and in the following manner:

- 30% as confirmation of the order within 10 days following the date of acceptance of the order.

- 70% upon delivery of the goods, as defined in condition 8.1.- by direct debit bank draft payable 60 days from date of invoice.

If for any special circumstances the Vendor should accept a different form of payment from that expressed in the preceding paragraph, the Vendor, in any case, reserves the right to choose the place and method of payment. If this right is not exercised, payments shall be made at the Vendor's registered offices.

6.2. In the event of late payment, the Vendor shall be entitled to claim interest, calculated at 1-month EURIBOR plus 3%, together with any applicable charges and expenses.

6.3. Retention of payments is not accepted, nor deductions from any outstanding balance amounts, regardless of the reasons alleged by the customer.

6.4. Until the customer has paid the Vendor the total price of the goods, plus additional items of any kind paid for or supplied by the latter, the machinery may be encumbered, alienated, transferred or transmitted by any other means, placing on record that the Vendor reserves the RIGHT TO OWNERSHIP of the material supplied until the total amount due has been fully satisfied by the customer and to exercise this right may take back the machinery or equipment, by any means it deems appropriate and wherever it is situated or installed, without prejudice to it keeping the amounts received previously as a penalty payment and which the customer expressly disclaims.

7. DELIVER LEAD TIMES

7.1. The delivery lead time shall be counted from the date of acceptance of order.

7.2. If the customer delays payment of the agreed amounts, does not facilitate or delays the information required, delays the execution of works attributable to it or, in short, is late in fulfilling its obligations, the Vendor may accept such delays and pass them on to the delivery lead time with the consequent extension thereof to exercise any of the other rights conferred to it by condition 13.

7.3. The Vendor does not assume any responsibility for failure to meet the delivery lead time due to causes beyond its control.

8. DELIVERY AND RECEIPT OF GOODS

8.1. Delivery is understood to mean making the goods available to the customer at our warehouse in Arbuio (Vizcaya).

8.2. If the customer takes more than a fortnight to take charge of the goods the Vendor may charge, from the date of delivery, storage and financial costs in the proportion of two percent of the price for each month of billing, or exercise the right of contract termination.

8.3. Reception shall take place at the Vendor's warehouse in Arbuio (Vizcaya), where the customer may inspect the goods if it so requests in writing. Failure to exercise this right or nonappearance of the customer will mean full acceptance of the product sold.

8.4. The Vendor has established procedures for its own quality assurance. The preparation of certificates, as well as inspections or tests at the customer's request, will be invoiced separately.

8.5. Unless the terms of the invoice state otherwise, the risk shall be transferred to the customer at the time the product is made available to it at the Vendor's premises for collection by or on behalf of the customer.

9. TRANSPORTATION

9.1. Transportation shall be at the customer's expense and risk

10. INSTALLATION, ASSEMBLY AND TESTING

Installation, assembly, commissioning and installation testing are not included in the scope of the proposal, unless specifically stated therein, in which case the Vendor's General Conditions for Provision of Technical Services shall be applied for these concepts.

Expenses that might be incurred by the customer, such as raw materials, personnel, services, etc., arising from the technical assistance referred to in the preceding paragraph shall be borne solely and exclusively by the customer.

11. GUARANTEES

11.1. The Vendor guarantees the materials supplied against any manufacturing defect for a year, counting from the date of commissioning of the installation, but for no more than 15 months from delivery of materials, as defined in Condition 8.1.

11.2. This guarantee covers repair or replacement, at the Vendor's discretion, excluding the cost of dismantling and assembling materials that have revealed a defect in manufacturing or installation, if the latter was performed by the Vendor, and they are returned to our warehouse with carriage paid. The items repaired, or those that are to replace damaged items, shall be made available to the customer at our warehouse, while the replaced parts will revert to the Vendor's property.

In exceptional cases, the Vendor may authorize repair to be carried out through the customer, in which case the Vendor will compensate the customer for the amount incurred, up to the cost that would have been involved if the Vendor had performed the repair

11.3. In order to take advantage of the benefits of this conciliation, the customer shall promptly inform the Vendor, in writing, of the defects which have appeared, giving the Vendor all facilities to inspect and correct them.

11.4. This guarantee is conditional upon the customer's observance of the rules indicated by good industrial practice and natural wear of parts or damage that might be caused by improper storage, neglect, inadequate surveillance, abnormal use or other causes other than manufacturing defects are not covered by it.

11.5. The Vendor guarantees the cooling capacity corresponding to the design data mentioned in the proposal, according to tests carried out to international standards in force and undertakes to perform, if necessary, the alterations needed in the equipment supplied until the performance offered is achieved, without charge to the customer.

These tests, together with the equipment and materials required to perform them, are not in any case included in the proposal.

11.6. The Vendor accepts no penalty or liability for damages caused to the customer or others due to breakdowns or defects in the equipment supplied.

12. CHANGES

Any changes to the conditions agreed which are carried out after acceptance of the order at the request of the customer and that give rise to expenses of any kind will be invoiced separately. The customer must settle the amount due by accepted draft with a maturity of 30 days from invoice date. These changes shall be without prejudice to subsequent extension or, where appropriate, to the delivery lead time and to fulfillment by the customer of payment obligations on the agreed dates regardless of such changes.

13. BREACH OF CONTRACT

If the customer does not meet the payments on the agreed dates, refuses the merchandise, does not provide data or information requested by the Vendor concerning the sale, delays delivery or, in short, fails to respect all or part of its obligations, the Vendor will be entitled to grant moratoriums, consider any payment obligation to be overdue or terminate the contract, keeping all amounts received from the customer as a penalty and with the customer explicitly renouncing these amounts. Exercising any of these rights will be compatible with any other right that the Vendor might have in accordance with the provisions of the preceding conditions and with claiming higher amounts if the damage caused is greater than the penalty which is set.

14. COMPETENCE

The customer waives its own jurisdiction and agrees that the Courts in Bilbao have exclusive jurisdiction to deal with any incidents arising from the sales contract.

15. FORCE MAJEURE

In the event of force majeure (act of God), which impedes or prevents the manufacture or delivery of goods, the Vendor shall be entitled to delay these, and if the causes persist for more than a month, to cancel orders without liability for damages in any case. Events which might be considered force majeure include strikes, lack of transportation, factory accidents, fires and, in general, any cause beyond the control of the Vendor.