



## **CONDITIONS OF SALE**

### **1. GENERAL**

When placing any orders with Airtècnics Motors i Ventiladors, S.L., the buyer accepts these general conditions of sale in their entirety. In case of the existence of conditions proposed by the buyer, these will have to be expressly agreed and corroborated in writing by our Directorship. In case of disagreement, our sales conditions will always prevail over the buyer's conditions. All our products are for industrial use or consumption and not for domestic use or consumption.

### **2. PRICES**

Prices are expressed in €, VAT or other additional taxes separately, packing taking place in our warehouse. Due to the variations in the cost of the materials or the possible fluctuation of some currencies, we reserve the right of modification of the prices of our price list without previous notice.

### **3. ORDERS**

All orders must be made in writing, indicating the exact reference of the purchased goods and the model and/or goods description. In case of previous agreed prices or specific general conditions, these must be included in the order. In case of cancellation, the expenses are to be met by the buyer. We do not consider the cancellation of special equipments (or equipments of difficult sale), if they are already on their manufacture process.

### **4. DELIVERY TIME**

The delivery time, even if accepted in writing by our directorship, is always indicative. The possible delays in the delivery will not be the object of economical claims, either in case of previous agreements, if the delay is due to force majeure or reasons beyond our control.

### **5. SHIPMENT**

Whatever are the delivery conditions, the risk in the goods are to be met by the buyer. In case of damages during the reception, the buyer must immediately submit a claim to the carrier so, if proceeds, we can replace the damaged goods, with charge to the consignee insurance.

### **6. PAYMENT CONDITIONS**

The customer's payments are to be paid cash except when our Directorship, with the acceptance of our insurer Crédito y Caución, concedes them open credit. In this case the details and payment's deadlines will be agreed by both parts, but they will never exceed 60 days.

### **7. TITLE OF THE GOODS**

The seller, Airtècnics Motors i Ventiladors, S.L., reserves title of the goods until payment in full of the price and all incidentals.

### **8. RETURN OF GOODS**

We do not accept any return of goods without our previous authorization in writing and, in this in case, the goods must be in perfect state, both from the inside and outside and with its original packaging. The costs caused by the checking of the goods will be met by the buyer, with a maximum of 5% depending on the type of product.

### **9. GUARANTEE**

Our guarantee is valid for a period of one year from the date of purchase, except in the case that the manufacturer decides to extend it. We will adjust, repair or replace at our discretion from our warehouse any defect, system failure or part found to be defective. The assembly and transport costs out of our warehouse is at buyer expense. The products that, in our eyes, have been inadequately used, incorrectly manipulated, improperly installed, connected to different nominal tensions, modified, repaired by non-authorized workers or that have suffered damages during transport are totally excluded from the guarantee.

### **10. RESPONSIBILITIES**

It is exclusively responsibility of the buyer to take the necessary security measures for that in case of failure of any of our products, no damages are made to third equipments, installations or people.

### **11. LAW AND JURISDICTION**

All disputes arising out of this contract shall be governed by the law of the country of the seller and submitted to the courts of Sabadell, expressly renouncing to any other privileges that could concern them, even in the case of bills to be paid in another town.