

## **1.-BACKGROUND**

- 1.1 These conditions as well as any special conditions agreed in the contract are valid for all deliveries and all features. The customer's conditions of purchase that differ to those established here will not be part of the contract on acceptance of the Order.  
The Buyer's General and/or Specific Conditions of Purchase will not cancel or replace these General Conditions of Sale.  
Unless otherwise agreed, the contracts are held via written confirmation from the Supplier.
- 1.2 The Acceptance of our Offer implicitly implies the acceptance of all the conditions listed here, except those special conditions agreed in writing in the actual Offer or in our Order Acceptance document.
- 1.3 Stern Fluidicontrol S.L reserves the intellectual property rights to samples, quotes, information plans in material or immaterial and electronic form; Access to this information is limited to third parties unless authorised by Stern Fluidicontrol S.L.

## **2.-PRICES AND OFFERS**

- 2.1 Unless otherwise stated, the prices are understood to be for goods located in our warehouse, including the loading of these, but not including packaging or transport to the place of reception, or taxes – which will always be paid by the Buyer – or the commissioning on site.
- 2.2 The prices offered are those in force during the validity of the Offer. If the Offer is accepted after its period of validity the prices applied will be those applicable as of the date of supply.
- 2.3 Except when expressly notified, the prices do not include the assembly and commissioning of the materials supplied, the fluids recommended by the manufacturers' technical services, the rigid and flexible containers of the materials, as well as the study of the introduction of the different materials.
- 2.4 When an amount to be paid into the account is stated in our Offer as the method of payment, the order will not be taken into consideration until the buyer has made payment for it.

## **3.-STUDIES, PLANS AND DESIGNS**

- 3.1 All information related to the Offer, such as plans, designs, drawings, catalogues and/or other technical documentation, is merely informative and has the aim of giving a general view of the materials described in it, and does not form a part of the contract unless there has been some kind of agreement in writing. The seller will not accept any kind of responsibility for the incorrect nature or omissions in this documentation.
- 3.2 The Customer must always carry out a prior study on the compatibility and assembly of all the elements in the installation and will be the only person responsible for ensuring the conformity of the installation with the different regulations in force.
- 3.3 In quotes, plans, diagrams and other technical information we will reserve the rights to the property and the implementation, whereby these are not allowed to be facilitated to third parties without our prior written consent.

## **4.-WORK IN SITU**

- 4.1 Quotes for work carried out at the Customer's site are only approximate, due to the particular and special characteristics they may represent, whereby final prices cannot be given except in the case of a final agreement between the parties.

## **5.-REPAIRS**

- 5.1 Any repair work will not begin until the reception of written acceptance by the Customer of the quote and of the conditions established.
- 5.2 In the event that the quote is not accepted by the Customer within the period of one month, the expenses derived from the dismantling, storage, expert report and transport costs will be paid by the Customer. If the Customer requests the repair before accepting the quote, the work will be

carried out as soon as possible and, for their part, the Customer must accept the final cost of the repair.

- 5.3 In the case of delivering new products in exchange for the repair, if this is outside of the guarantee period the Customer must accept the corresponding charge for it.
- 5.4 Quotes for repairs are always approximate and under no circumstances should they be taken as final prices.

## **6.-DELIVERY PERIOD**

- 6.1 Stern Fluidicontrol S.L reserves the power to refuse an order according to the availability of the products. In this case, it will inform the buyer as soon as possible.
- 6.2 The delivery period will be agreed by the contracting parties. The delivery dates will be calculated from the date of the reception of order confirmation, whereby Stern Fluidicontrol S.L can proceed without any interruptions. The seller will not be responsible for delays in the supply of all or part of the goods in the case of an Act of God, such as natural catastrophes, legal limitations, strikes, etc. or any other cause out of its control. In the event that any of the aforementioned reasons arises, the delivery period will be extended to the same period of time as the duration of the cause of the delay. However, if the period exceeds six months, Stern Fluidicontrol, S.L will be able to cancel the part that has not been sent, notifying the buyer in writing in advance.
- 6.3 It is in our best interest to meet the delivery dates that are indicated in our offers or in our order confirmations; sometimes it is physically impossible to fully respond to this compliance, due to dependency on other suppliers and unexpected circumstances totally out of our control. For this reason, Stern Fluidicontrol S.L will not accept sanctions due to delay in the expected delivery date.

## **7.-PROPERTY RIGHTS**

- 7.1 Stern Fluidicontrol S.L holds the property rights to the goods until the Buyer makes full payment for them.
- 7.2 It will be the Buyer's responsibility to take the necessary measures to keep the goods in good condition until payment has been made for them, whereby they must ensure that Stern Fluidicontrol S.L receives payment for them in the event that they are sold to third parties by the buyer.

## **8.-GUARANTEE**

- 8.1 Stern Fluidicontrol S.L exclusively guarantees its materials for a period of 12 months from the day they leave the factory or where appropriate from the day the customer is informed that they are ready to be collected from our premises.
- 8.2 The guarantee includes the replacement or repair of the faulty elements to be carried out at our workshop. It is understood that the presumably faulty material will be deposited at our premises, with transports costs and risk covered by the buyer. If the customer requires the repairs to be made at their warehouse or at the plant where the material has been installed, they will cover the costs that arise, according to the rates in force for the provision of staff approved by AEFTOP.
- 8.3 Regarding defects that appear on the products supplied, Stern Fluidicontrol, S.L will accept as its only responsibility or obligation, to replace or repair free of charge the faulty piece or pieces as long as the goods have been treated appropriately and the defects that have arisen are due to material or manufacturing defects. The guarantee does not include faults produced due to incorrect use or deficient installation, failures caused by submitting the equipment to abnormal efforts for experimental purposes for adjustment or testing.
- 8.4 The guidance and advice given before and after the contract is complete, are made with the best intentions and according to our maximum knowledge, however, Stern Fluidicontrol S.L does not accept any kind of responsibility in this respect, and will not respond to any direct or indirect damage regardless of whom, where and why it has been produced.

- 8.5 The total responsibility of Stern Fluidicontrol S.L for the damage caused will not exceed under any circumstances the cost of the work, installation or materials that were the object of the order. Any amount that exceeds this amount and which Stern Fluidicontrol S.L is obliged to meet, will be passed on to the buyer.
- 8.6 The following is also excluded from this guarantee:
- Any responsibility for the effects or damages that the goods may cause to installations, machines or circuits. Stern Fluidicontrol S.L it not responsible for accidents involving people or materials or for production losses.
  - The use of installations or services, which are not included in the Stern Fluidicontrol S.L instruction manuals or specifications.
  - The inadequate use of installations or negligence of the Buyer, its Helpers or Agents.
  - The parties supplied by the Buyer.

## 9.-TRANSPORT COSTS

- 9.1 The goods are understood to always be deposited at the Seller's address, even in operations conditional to the delivery at the destination and the goods will always travel at the Buyer's cost and risk, where they will also be responsible for the additional insurance that may be required and the special permits that may arise.

## 10.-PAYMENTS

- 10.1 Payments will be made at the latest, and except in the case of express agreement between the parties, within 60 days of the invoice date and prior reception of the positive credit reports. If the Buyer does not make payment for any of the supplies by the due date, Stern Fluidicontrol S.L reserves the possibility to suspend subsequent dispatches until this payment is made. Any bank charge associated with the payment of goods, as well as the costs of returning items in the event of non-payment, will be met by the Buyer. In the event of delay in payment and without prejudice to other rights attributed to the Buyer by the legislation in force, the Buyer will pay the seller interest on late payments of 2% per month from the invoice due date.

## 11.-COLLECTION OF BILLS OR RETURNED OR DEFERRED INVOICES

The following will be paid by the drawee:

- Return costs
- Interest of 1% per month from the missed due date until the final collection date.
- Possible values of the stamp duty on new documents.
- Credit insurance premium

## 12. APPLICABLE LAW AND JURISDICTION

Legal relations between Stern Fluidicontrol S.L and the buyer will be submitted to Spanish Law. The competent court will be the one corresponding to the Seller's place of address. However the seller will be able to opt to institute the corresponding legal actions at the buyer's place of address.

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Accepted by the Customer our General Conditions of Sale:

Customer Name: \_\_\_\_\_

On (date):    /    /200

Customer's Signature