1. INTRODUCTION

These General Sales Conditions govern relations between Vamein de España, S.A. (the Seller) and the Client, for the supply of butterfly valves, actuators and equipment. They will be applied in all purchase orders. These General Sales Conditions will be applicable to all matters to which no express reference is made in the Purchase Order.

2. COMMERCIAL AND TECHNICAL DOCUMENTATION.

a) Commercial and technical documentation is aimed to be just informative. Only documents received as order confirmation will be considered as a contract.

b) The commercial and technical information may be altered without notice.

c) Vamein de España, S.A. reserves the right to correct any interpretation or typing errors made in quotations, invoices, price lists and any other documents.

3. OFFERS.

The prices and other conditions stated in the offers are intended as a guideline, and require subsequent confirmation by the Seller. The information contained in the annexes to the offer, such as catalogues, drawings technical documents, etc., are intended as a guideline, and in no way oblige the Seller.

4. VALIDITY OF THE CONTRACT.

The contract becomes valid when the Seller gives written notice to the Client of the acceptance of the order (Order Confirmation) and the Client has complied with his obligations until said time, as regards the order and any others which may be of application.

5. PRICES.

a) Prices are in Euro and refer to material in Seller’s warehouses without packaging, transports and taxes. Purchase Orders will be billed at the price established in the Order Confirmation.

b) Transport cost will be paid for and will be at the risk of the Client, unless the opposite is expressly agreed.

6. TERMS OF DELIVERY.

a) Delivery times will be agreed between Vamein de España, S.A. and the Client which are always considered Ex-Works. No penalty is accepted in any case, except those cases where agreed upon and approved by Vamein de España, S.A.

b) Delivery dates are approximate dates. Delay in scheduled delivery shall not entitle Client to any claims against Seller and/or to cancel any purchase order. The delivery date, which has been agreed upon with Client, must be reasonably extended when circumstances arise which Seller cannot prevent despite using due diligence.
c) Delivery terms begin to run when the contract becomes valid, and will only be prolonged in cases of “force majeure”. Any delay by Client in complying with any obligations that affect the term of delivery will enable Seller to postpone said term of delivery.

d) Vamein de España, S.A. will not be responsible for any delays in delivery due to strikes, accidents, impossibility to obtain necessary materials and other causes beyond their control.

7. PAYMENT CONDITIONS.

a) Invoices will be paid as established therein.

b) Payment for partial deliveries will be made under the payment conditions agreed for each delivery.

c) In the event of delayed payments, Seller may claim interest thereon, calculated at the MIBOR rate over one month, plus five points, in addition to commissions and expenses.

d) The Seller reserves the rights over the materials supplied until Client has paid all amounts due for whatsoever concept. Client undertakes to support any measures necessary for the protection of our ownership.

e) The Seller will use the right of ownership on every manufactured product either if it is stored, installed, or deposited or directly purchased through retailers or third party suppliers.

8. CANCELLATION OF THE ORDER.

a) At first, no cancellation will be accepted for any already accepted in writing by Client. However, in the exceptional case that a cancellation is accepted, we reserve the right to invoice at least 25% of the net value of the invoice as cancellation costs.

b) Cancellation conditions will be agreed in each case.

9. COMPLAINTS AND REFUNDS.

a) All claims to the Seller must be received within a ten-day limit starting from the day when goods were received. The responsible for any missing or damaged goods on the way to destination will be born by the transport company.

b) Any complaints must be made by the Client in writing, in such way as note is taken of its receipt. Returns will only be accepted with the written authorisation of the Seller. In any case, all returns will give rise to a refund by VAMEIN DE ESPAÑA, S.A. for the amount of the order less a minimum of 5%, to cover quality, administration and storage costs. Acceptance of returned material is understood to be subject to the good state of the materials or equipment plus their packaging.
10. GUARANTEE.

a) Seller’s guarantee covers the period stipulated in the order and, in default thereof, for one year starting from the date of invoice, provided the product is used according to the working or service conditions specified on the order form.

b) The guarantee only covers a maximum of the total value of the product and exclusively covers the substitution or repair of any defective parts or materials, at Seller’s workshops. Labour and tools necessary to disassemble and assemble the product once installed, or any indirect costs incurred are expressly excluded.

c) The guarantee does not cover natural wear and tear of the parts, or any breakages which may occur due to causes unrelated to manufacture defects or defective handling of the merchandise.

d) Seller accepts no liability for losses or damages suffered by Client or third parties due to breakages.

e) The guarantee will be rendered invalid if Client or third parties should make any modifications or repairs without written authorisation by Seller.

f) The warranty is void if the products have been manipulated, if the defects are due to improper treatment, misapplication, repairs or modifications performed outside our workshops. The party claiming the existence of a manufacturing defect must prove the proper use of the product and if the correct installation. Return costs and forwarding defective materials will be borne by the buyer.

g) The Seller will not be responsible for the good performance of the valves where the actuator has not been mounted and checked by their staff and at their workshops.

h) In case of malfunction of the line or installation imputable to our butterfly valves, the operation of these valves will be checked on test benches at our facilities. As this test bench is duly certified, Vamein de España, S.A. will not be obliged to send any technicians to check the valves on site, as tests will only be validated when carried out in our test facilities following the corresponding standard. Vamein de España, S.A. does not assume any responsibility for hydraulic calculations of the installation.

i) No warranty shall apply in the event that the spare parts have not been installed in accordance with the procedures and instructions provided by the Seller.

j) If, by the end of the guarantee period, Client should not have made any written claim covered by the guarantee, Seller is released from all obligations.
11. APPLICABLE LAW AND ARBITRATION.

In any event which may derive from the interpretation or delivery of an order between Seller and Client, the UN Convention for the International Sales of Goods (Vienna Sales Convention) is applicable. All disputes arising out of or in connection with the contract, including its validity, invalidity, infringement or cancellation shall be exclusively settled under the Rules of Arbitration of the International Chamber of Commerce (ICC). The version of the Rules of Arbitration in force at the moment of notification of such proceedings shall be applicable. The ICC arbitration court at the legal domicile of the Seller, and for this purpose the Courts and Tribunals of Madrid town will be competent, and said matters will be judged in accordance with the Spanish laws.