



GENERAL SALES CONDITIONS

1- GENERAL ISSUES

The sales and supplies to be made by FABRICA ELECTROTECNICA JOSA, S. A. U. (from hereon in the Vendor) will be subject to these General Sales Conditions, with the exception of those for which individual conditions have been agreed to as part of the order or proposal. These must always be attached to the order or proposal.

The Purchaser will be informed of the existence of these conditions, either through an information sheet, their express publication or by directing the Purchaser to the website where they can be downloaded. By this it is understood that the Purchaser accepts these conditions when the order or proposal is processed.

2- INTELLECTUAL/INDUSTRIAL PROPERTY

The Vendor reserves all rights relating to the intellectual and industrial property in its products, knowledge and technology against third parties for all the information, drawings, plans, software, services and materials that accompany an order or proposal. Their use by the Purchaser is prohibited except where expressly authorized by the Vendor. Any licence for use or other method of sharing the results of the intellectual/industrial property rights must be expressly agreed in writing, this being understood as not in any way having been granted unless agreed to the contrary in such terms and conditions.

3- DELIVERY TIMES.

The delivery times included by the Purchaser in the order will always be for orientation purposes only, with the Vendor making its best efforts to comply with these. As a result delays that may take place do not imply the cancellation of the order or any charging of penalties, unless specific conditions exist in this respect.

4- SUPPLY CONDITIONS

For orders up to 6.000€ the conditions are always ex-works Rubí (Barcelona) Spain. For orders over this amount the conditions can be agreed.

5- RETURNS

Only material previously authorized for return by the Vendor will be accepted. In addition, the material being returned must comply with the following conditions:

- Complete boxes with the original packaging, labelling and seals.
- The material belongs to products appearing in the catalogue.
- The material was supplied in the 12 months leading up to the request to return it.

Under no circumstances will the return of special materials and products be accepted, and nor can products sold in promotional campaigns be returned.

Returns will always be delivery paid by the Purchaser and depreciation will be applied to the current value of the material on the basis of the time that has passed between the material being supplied and returned, 15% < 2 months > 25%.

6- GUARANTEE

Except where expressly indicated in the contract or individual conditions, the Vendor guarantees the materials supplied in terms of manufacturing and assembly defects for a period of one year counting from the delivery date for the material, on the following conditions:

- The Vendor will repair or substitute, as it chooses, all the material with manufacturing or assembly defects as quickly as possible.
- The element or material repaired or substituted will have a one-year guarantee starting from the repair date. The rest of the elements not repaired or substituted will not be subject to this new guarantee period.
- The Purchaser will be liable for the cost of dismantling and installing the materials.
- Under no circumstances will the Vendor be liable for repairs or work carried out by third parties as a result of defects in the materials supplied by the Vendor.
- This guarantee excludes damage or effects produced during installation or set up and any normal wear and tear.

7- PRICES

The prices applied will be those in force at the time of the validation and acceptance of the order, and the application of any other price, discount or promotion must be indicated by writing by the Vendor in the order.

8- EXPORT CONTROL

Given that certain products supplied by the Vendor could be subject to export control regulations, the Purchaser may not be able to export, directly or indirectly, these products without prior written authorisation from the Vendor.

The Vendor will comply with the contract as long as there are no obstacles derived from national or international restrictions on the right to external trade or embargoes (and/or other systems) which impede this, unless the Vendor was or should have been aware of these obstacles at the time of signing the contract.

9- JURISDICTION

For any discrepancies that could arise between the parties (Vendor-Purchaser), both expressly submit themselves to the jurisdiction of the courts of Barcelona, with express waiver of any other jurisdiction to which they might have recourse.

10- LIMITATION OF LIABILITY

The Vendor will not be liable for indirect damage and harm, such as loss of profits, stoppage and/or loss of production and/or of data. Similarly, the Vendor will only be liable to the Purchaser for the direct damage and harm that it causes in complying with its obligations up to a total and accumulated sum equivalent to 10% of the contract or order price. In the event that penalties have been contractually agreed, these will be limited to 10% of the contract or order price, and will be considered the sole financial liability of the Vendor for any breach. A single claim cannot be liable to both penalisation and claims for damages. The contents of this clause will take precedence over any other future agreement appearing in an order or contract, except where the agreed waiver set out in this condition 10 is expressly revoked in that agreement.

Entry into force

May 2010