

GENERAL SALES CONDITIONS VALVULAS VS, S.L.

1. GENERAL CONDITIONS OF ORDER

These general conditions apply to all sales transactions.

In any case it is understood that the CUSTOMER knows and submits to the present General Conditions, by the fact of accepting our offer.

Any modification to these General Conditions must be expressly accepted by us and must be made in writing.

The customer declares to know the characteristics and limits of the different materials that make up each of our products, so it knows and knows the use and application that can be given to them, the recommended limits for products manufactured by VALVULAS VS, are in our catalog being the current one published on our website www.valvulasvs.com at the request of the customer will make recommendations for their products in special cases, based on operating conditions that the customer has sent to VALVULAS VS.

2. ACKNOWLEDGEMENT OF RECEIPT

All orders shall be acknowledged with an acknowledgement of receipt. The changes included in this acknowledgment shall be deemed accepted if within 48 hours no written notification is received by the customer. In the event that the customer wishes to make changes to the order after it has been implemented in VALVULAS VS the customer is obliged to let VALVULAS VS know of their intentions to modify the order. These alterations will only be valid in the event that VALVULAS VS accepts them in writing.

3. PRICES

In the order they will have to be broken down as minimum if it had them transport and assembly.

They will be those indicated in EUROS and without VAT, with the corresponding discount already applied in each case. The prices are valid for the total of the offer, in case of modification of quantities, prices may vary.

Without previous agreement, the prices will be understood for merchandise located in our warehouse.

4. DELIVERY TERMS

When there are plans pending approval, the delivery term shall be from the date of their written approval.

The delivery of documentation and materials requested must be made within the contractual deadline. If the deadline for delivery of either is delayed more than two weeks without prior written notice to VALVULAS VS,

VALVULAS VS will not start manufacturing until the approval of drawings and once it is in possession of the contract signed by the customer without starting to count the delivery time until that time or penalties if these had been accepted.

5. DELIVERY OF MATERIALS

The materials delivered are as a deposit until the price is not fully satisfied, reserving VALVULAS VS the domain on them until full payment of the price. them until full payment of the price. The materials will be sent with the corresponding delivery note which indicates the customer order number, the description of the material, PVP of the material, customer data If requested, the price may be omitted.

VALVULAS VS is not responsible in any case for the transport, even in "free destination" sales. The goods are always shipped and travel at the risk of the buyer, even if they are sent "free destination" from the place where they are of the buyer, even if they are sent "free destination" from the place where they are taken for transport, whatever this is adopted.

If the goods have apparent defects not attributable to the transport, they must be reported by the buyer immediately, by registered letter, under penalty of prescription. letter, under penalty of prescription within one month of the date of receipt indicated, as the case may be, on the delivery or dispatch note or on the delivery slip given to the carrier. delivery note given to the carrier at destination after unloading. If the goods have been modified by the purchaser, no claim shall be admissible. claim shall not be admissible.

In case of reservation made in time, if the goods are recognized by VALVULAS VS as defective, VALVULAS VS. is only obliged to replace it, being exempt from any damage or injury.

This replacement will not be carried out while it has no entry into our factory, with our prior agreement, the factory, with our prior agreement, the resulting defective material.

6. PENALTY

VALVULAS VS does not admit any penalty that has not been previously approved in writing. The fulfillment of the delivery date is subject to contingencies that are sometimes beyond our control, such as strikes, lack of supply, force majeure in general, for this situation we do not accept under any circumstances orders subject to fines or cancellation due to late delivery date, if it has not been previously approved in writing in the negotiation phase of the order. All deliveries are goods placed in our warehouse. The delivery date does not delivery date does not take into account the days it takes for the shipment to arrive at its final destination.

7. SHIPPING

If there are no specifications in the previous offer, the freight will be considered due, VALVULAS VS will not assume any freight that has not been included in the initial offer that gives rise to the order or accepted by the commercial in subsequent conversations and must include the name of this in the order along with a written confirmation.

8. STORAGE COSTS

From 15 days of permanence in VALVULAS VS facilities of material ready for shipment and pending approvals by the customer will have a cost to be determined.

9. DRAWINGS AND DOCUMENTS

The plans accompanying the bids are always of an indicative nature, even if not expressly indicated on the plan not expressly indicated on the drawing, the definitive ones being those provided when the order is firm provided when the order is firm.

Documents generated by the client. The drawings and documents related to an order sent by the customer are the property of the customer and will be stored in the file corresponding to the order in question.

a. Documents generated by VALVULAS VS The documentation generated by VALVULAS VS is the exclusive property of VALVULAS VS expressly prohibited its reproduction and dissemination without the consent of VALVULAS VS.

b. The plans and documents belonging to VALVULAS VS may have modifications, not being VALVULAS VS obliged to its communication or dissemination.

c. The standard drawings of VALVULAS VS are free distribution. For drawings relating to a particular issue VALVULAS VS may pass quotation of the same. VALVULAS VS is not obliged to send the drawings relating to a subject if it has not been previously included in the price of the offer.

All signs, trademarks and patents left at the disposal of the customer, will remain the property of VALVULAS VS. The term brand is to be understood by the parties to be understood by the parties to all names, layouts, drawings, stamps, letters, logos, forms of goods and packaging that are being used by VALVULAS VS.

10. QUALITY CONTROL

VALVULAS VS bases its Quality Control on ISO 9001 guidelines.

The products supplied are manufactured under internationally recognized quality standards (ISO DIN EN ASTM, etc.).

At the customer's request we deliver the certificate of compliance supported by a copy of the original manufacturer's certificate, which is kept in our archives.

Any other type of certificate requested, e.g. 3.1.b is 60€ for the first 6 line items and 1 € more for each additional line item.

Likewise, samples, plans, documents, studies, etc. established or adapted to our interest are our property. They may not be reproduced without written authorization from VALVULAS VS.

The materials delivered shall be in accordance with the drawings, catalogs and other contractual documentation.

VALVULAS VS is not obliged to accept quality audits or external quality certifications that have not been agreed in advance by quotation.

Quality inspections by the customer. VALVULAS VS is not obliged either in its workshops or on site to accept quality inspections unless prior acceptance of offer.

11. WARRANTIES

The warranty period shall be 12 months from the delivery of material, and may reach a maximum of 18 months from the departure of material from VALVULAS VS, the latter condition shall be established in writing. Additional warranties may be agreed upon quotation.

Any warranty will only take effect in the event that the amount of material and / or work supplied is paid in full.

This warranty is revoked in the case of interventions by third parties not authorized by VALVULAS VS, lack of maintenance or abnormal misuse.

The commercial elements added in the manufacture of VALVULAS VS will be governed by their own warranties.

VALVULAS VS guarantees all its products, against all defects in material or workmanship, patent or hidden, provided that the handling, transportation, installation and use has not mediated misuse or abuse, exceeding the conditions for which they were manufactured.

This warranty covers the replacement of parts recognized as defective. The manufacture and tolerances are those normally admitted for the type of manufacture in terms of dimensions, thicknesses and weights. We reserve the right to modify the information in our catalogs and documents without prior notice.

The warranty covers the repair or replacement of defective parts in our workshops or those of our suppliers, not including in any case the costs of disassembly, assembly and shipping or travel if necessary of our technical staff, if it is demonstrated that there is a manufacturing defect.

The warranty will be void if the goods have been handled by personnel outside VALVULAS VS.

Damage to motors or other components caused by water or moisture ingress is out of warranty. The same applies to burned-out motors.

The warranty is void if the circumstances of the failure are not made sufficiently clear, the equipment is not working under conditions appropriate to its design, the operating and maintenance instructions are not followed or the warranty period has expired.

The warranty does not cover failures due to normal wear and tear, improper work, incorrect handling, discharges, thermal or chemical influences, oxidation, connections, lack of maintenance, assembly errors or incorrect commissioning.

12. AFTER-SALES SERVICE

Warranty claims must be made immediately after the occurrence of the defect.

All requests for technical assistance or requests for spare parts must be made in writing in order to quote for assistance or repair.

If the failure is covered by the warranty, the part to be supplied will be free of charge (not including freight, travel or per diem - see warranty conditions Pt.12).

If not covered by the warranty, an order must be issued for the initial quotation.

For the supply of any defective part, the delivery time will depend on the manufacturing process or the supply of suppliers of VALVULAS VS.

In any case the delivery time will be less than 10 days.

The purchase of equipment or spare parts in no case gives the right to:

- a. Free commissioning.
- b. Field verification.

Requests for commissioning or technical assistance will be met upon receipt of the corresponding order in VALVULAS VS which implies the express recognition of the conditions of the after-sales service of VALVULAS VS.

It is advisable that all installed equipment is equipped with spare parts to avoid delays in delivery.

Gearmotors and control cabinets will not be repaired on site, so in case of any failure they should be sent to VALVULAS VS for repair.

13. ITEMS NOT INCLUDED IN THE ORDERS-ASSEMBLIES

- Penalties / Retentions
- Inspections/Tests in the presence of the customer at our facilities or on site.
- In the case of having them, they will be budgeted separately. In all cases the tests will be carried out after completion of the work.
- Transport / Assembly

Unloading and assembly crane NOT included.

- Additional trips for reasons beyond VALVULAS VS's control / - Start-up.
- Installations and electrical connections for assembly.
- Wiring from valves or gates to electrical cabinets.
- No civil works, backfilling or sealing.
- Conditioning of the supply to civil works.
- Health and safety plan for assembly
- Cleaning of enclosures before assembly, water drainage, etc. (dry assembly).
- Pumps or any element for testing (water, special fluids, gas,...).
- Replacement of material due to theft / Surveillance of material on site.
- Special lifting equipment / scaffolding / lifting platforms
- Storage in VALVULAS VS /Storage on site
- Definition of welds required on site and if any type of non-destructive testing is required.
- In the event that tests (destructive or non-destructive) are required, they will be informed prior to the order and will entail an extra cost.
- Special packaging for land/sea transport.
- Additional assemblies on site. In case they are required, they will be informed prior to their initiation and will entail an extra cost.

14. TERMS OF PAYMENT

The terms of payment will be discussed individually with each customer.

15. RETURN OF GOODS

When, due to circumstances of the work, an excess of unused merchandise is produced, it shall be returned to the supplier under the following conditions: the returned merchandise shall be unused and in the original packaging.

The returned goods shall be unused and in the original packaging. The return shall be carriage paid and shall be made within a maximum period of 6 months. Any return of material that is not for reasons attributable to manufacturing reasons by VALVULAS VS must be requested, admitted and will be sent to us postage prepaid.

For used materials, the return must always be consulted before carrying it out.

In all cases it will be necessary a written agreement by VALVULAS VS before making any return.

It will not be accepted any claim / return for alleged error in quantities or measurements after 7 calendar days from the date of delivery of the goods.

It will not be accepted any return of products manufactured and specified in the order / customer contract. In situations that, at our discretion, and under prior agreement and in writing is modified as indicated above, VALVULAS VS

will apply the deductions detailed below:

- Return of the material within 15 days after delivery. 20% of the value of the returned goods.
- Return of the material within 90 days of delivery. 25% of the value of the returned goods.

The previous points will only be applied when the merchandise arrives in perfect condition, not accepting any material in bad conditions.

After 90 days of delivery, no returns will be accepted.

Any product considered special manufacture by VALVULAS VS will not be covered by the above.

16. CANCELLATION OF ORDERS

Any order for products that involve a manufacturing process, handling, special technical studies, involves a cost for the buyer, which will be applied at the time of cancellation or cancellation, either temporarily or permanently, as follows that will be applied at the moment of the cancellation or temporary or definitive cancellation in the following way:

- After receipt and introduction in the system. 25% of the value of the cancelled goods.
- During manufacture. 75% of the value of the cancelled goods.
- Once the completion of tests has been communicated. 95% of the value of the cancelled goods.

17. EXPIRATION OF ORDERS

Any order for which a period of 6 months has elapsed without any evolution in the same by the customer, will be considered automatically canceled and if you wish to continue with it later. The client will have to send a new order on which the prices, conditions etc... will be revised if it is considered opportune.

18. SUBMISSION OF COURTS

Both parties, waiving their own jurisdiction and domicile, if different, expressly submit to the jurisdiction of the Courts and Tribunals of the city of Bilbao/Bizkaia.

19. LIABILITY OF VALVULAS VS.

VALVULAS VS has a Civil Liability insurance, to cover circumstances of this nature that could be caused with the supply of its products, during the warranty period.

It is very important to take into account that VALVULAS VS manufactures valves and elements for the conduction of fluids in special applications, so the following must be taken into account:

- The application of a valve or element manufactured by VALVULAS VS in a place not expressly indicated in writing by VALVULAS VS, will not give rise to any type of claim or direct by the customer.
of claim either directly by the customer, or indirectly by insurance companies.

- The customer-user is responsible for choosing the model of valve or element to place in your installation, depending on the fluid and performance you want to get from the product.
- VALVULAS VS as a manufacturer of various models of valves and elements for fluid handling, has the technical staff to guide and ensure the operation of their products.
- VALVULAS VS makes the acknowledgment of receipt of orders, which in no case means that it is aware or agree on the application that is given to their products, this being the responsibility of the customer-user.
- VALVULAS VS guarantees its products in the applications and limits established in writing.

20. JURISDICTION

Spanish law shall apply in case of dispute concerning these General Conditions of Purchase or those connected with other conditions and / or those applicable to the contract signed with VALVULAS VS.