**Bereiker S.L. -** CIF: B01274141
Pol Ind Goiain - C/ San Bartolomé nº19
01170 Legutio (Álava) - España
(+34) 945 465 460 I info@bereiker.com
www.bereiker.com

# SALES CONDITIONS

**VALIDITY.** The purchasing conditions and other general conditions for the purchaser will only be applicable insofar as they do not contradict the BEREIKER S.L. sales conditions, even if BEREIKER S.L., while aware of different and contradictory conditions and without disputing them, fulfils an order for the client.

**ORDER.** An order is not considered to be accepted until BEREIKER S.L. has confirmed it in writing. If, after an order is accepted, well founded information causes us to have doubts regarding the credit or solvency of the purchaser we reserve the right to cancel the order and the purchaser will not be able to make a claim for any damages that may arise.

**PRICES.** Our prices are the current prices in our factory and they should be assumed to be without VAT.

**SHIPMENT**. EXW, BEREIKER S.L., LEGUTIO – Araba España (Spain). INCOTERMS 2.020.

**COMMISSIONING.** Unless otherwise indicated, there will be no commissioning outside the BEREIKER S.L. facilities. In the event the scope of an order includes the installation and commissioning of equipment, the client will be responsible for providing the conditions and information needed for Bereiker staff to access their facilities, as well as any auxiliary resources needed for loading/unloading/moving the equipment to its final location.

**PAYMENT.** Unless expressly indicated in the detailed technical offer, our payment conditions are as follows:

- 30% by bank transfer when an order is made
- 70% on technical reception in our facilities and prior to shipping the equipment by an accepted and domiciled bill or promissory note for 60 days from invoice date
- In the event the scope of the order includes commissioning in the client's facilities the previous percentage will be distributed as follows: 60% upon technical reception in our facilities and prior to shipping the equipment by an accepted and domiciled bill or promissory note for 60 days from invoice date and 10% upon commissioning the equipment by an accepted and domiciled bill or promissory note for 60 days from invoice date.

**TECHNICAL MODIFICATIONS.** We reserve the right to supply merchandise with the same characteristics with any modifications that may be made by our technical office.

**DOCUMENTATION.** The documentation provided will consist of a user manual, EC certificate for the incomplete machine, materials list, plan for the assembly in writing and BEREIKER S.L. format, and a PLC programme on a magnetic support. Other formats will be charged additionally.

**DEADLINES.** The delivery deadline is considered after client payment into the account and it is considered complete if before it expires the merchandise that is the object of the order is available for technical reception in our facilities. In the event the shipment is delayed by causes imputable to BEREIKER S.L. the client may rescind the contract with at least four weeks prior written notice. We do not accept any kind of PENALTY.

**WARRANTY.** All our machines are guaranteed against all defects in materials or manufacturing for one year after the invoice date, which is the date they leave our factory (or, where appropriate, the date of the invoice related with commissioning). For the warranty to be valid, installation must be done according to the service conditions stated in writing in the order, with normal work time and usage. Any malfunctions due to natural wear, inappropriate use, or improper connection or assembly are excluded from the warranty. The scope of the warranty consists of repairing defects or replacing defective parts. Labour and transport will be the responsibility of the client. In the event of a return to the factory, repairs will be free, but transport will be the responsibility of the client. Any disassembly done outside our workshops void the warranty. Claims for imperfections that are clearly visible or for missing elements will only be accepted within eight days after receiving the merchandise. Any repairs done within the scope of the warranty do not modify compliance with payment commitments. The warranty does not cover per diem or mileage costs for assembly or installation workers.

**INDEMNITIES.** The purchaser may not seek indemnities from BEREIKER S.L. for damages directly or indirectly caused by non-fulfilment or infringement of any obligations, or extra-contractual actions or omissions or for defects in any merchandise unless BEREIKER S.L. has acted wilfully or knowingly or with gross misconduct or negligence. Specifically, BEREIKERS.L. is not liable for indirect damages caused by defects in merchandise supplied by BEREIKER S.L. The aforesaid does not affect the rights a client may have in regards to the regulations in the Spanish “civil code for damages caused by defective products”.

**CONFORMITY AND CLAIMS.** Client conformity in regards to the amount of products/equipment provided will be made by signing the corresponding packing slip at the time of delivery. If the client does not make a claim regarding a possible defect in quantity when the products are received BEREIKER S.L. will be exempt from all liability. The client must examine the products as soon as possible after receipt to verify their conformance with the technical specifications of the order and the absence of visible or hidden defects in the products. In any event, after receiving the products the client will have seven days to make a claim with BEREIKER S.L. for any differences in the kind of products delivered with the ones ordered or for any visible defects in the products. When a client finds a possible internal or hidden defect in a product, or if installation is included and the product does not function properly and BEREIKER S.L. is at fault, the period for making a claim will be 30 days after receiving the product. BEREIKER S.L. will not accept any claims it receives after the aforementioned periods have elapsed. If a client claim is justified and received in a timely manner BEREIKER S.L. will solely and exclusively be obligated to replace the defective products with other ones and it will not be liable for any damages to the client that may be derived from a delay or lack of delivering suitable products, in particular loss of earnings, and losses in production or profits. If there is a delay in receiving the products by the client BEREIKER S.L. may warehouse the products at the cost and risk of the client in BEREIKER S.L. or third party facilities.

**RETENTION OF TITLE.** The merchandise provided will remain our property until the invoice or invoices are paid in full.

**LEGAL VENUE.** The parties agree to be bound by the courts and jurisdiction of Vitoria, Spain and expressly renounce any other legal venue that may correspond to them.

*The purchaser agrees that all offers and provisions of products by BEREIKER S.L. and all its businesses and claims related with them are bound exclusively by the general sales conditions described above.*