

## **TERMS OF SALE**

**Bombas Zeda, S.A.**

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These general conditions apply to all sales operations concerted *Bombas Zeda, S.A.* except, where appropriate, in all that is expressed differently in the corresponding written offer. Therefore it has no value or legal effect, other conditions that are not explicitly accepted by *Bombas Zeda, S.A.*

The contents of the order shall be as specified in your order or failing in our above-mentioned offer. In the same way that the implementing rules.

The prices listed in the bids or price list refers only to products, equipment or services specified. Prices are valid only for ordering all materials specified in the offer or taxes that may be on the order, have no form of contract will be paid by the customer and his sole responsibility. The Value Added Tax (I.V.A.) is not included in the offers and therefore will be charged on the invoices separately. Expenses of any kind, motivated by changes requested by the customer, after confirmed the order, will be billed separately.

All deadlines and payment are subject to Law 15/2010.

The measurements given in dimensional drawings group(s) and/or pump(s) are approximate and in any case the customer may claim change fees if they are not committed in writing by *Bombas Zeda, S.A.*

The delivery will be above the stipulated late penalty not admitting it, or delays in payment stated maturity, understanding can be partial or total deliveries. If once the delivery and through no fault of *Bombas Zeda, S.A.* can not be delivered up, your invoice, which began at the time of payment and guarantees later compliance with the deadline stipulated one week will be issued. To avoid those problems resulting from the application of this last clause, please in the event that the customer needed a delay in the delivery of materials, we communicate with at least 15 days in advance.

All claims for damage receive the merchandise, they will be made within 24 hours upon receipt of the merchandise, not later admitted claims.

Should monitoring implementation is included in the order, the customer shall communicate in writing to *Bombas Zeda, S.A.* and completing our document "DD2" at least one week before your request their presence at the facility. If *Bombas Zeda, S.A.* outside causes such as bad weather, public transport delays, strikes, convenience of work, parts handling difficulties due to lack of facilities for elevation work, missing parts or parts installed, etc. our staff is forced to remain standing or even back at a later date, the value of that time will be billed to the customer at the same prices as with normal activity. The days and / or hours of work are considered from the start to the return of our staff to our facilities. Because our staff is on vacation in August, during this period it will be impossible to perform commissioning and technical assistance.

*Bombas Zeda, S.A.* guaranteed for one year from the date of invoice, good quality and performance of the supplied materials are subject to proper working temperature, degree of PH, degree of hardness, electrical and / or hydraulic.

*Bombas Zeda, S.A.* responsibility is limited to repair or replacement as soon as possible the necessary steps to replace damaged or defective in our factory in Bilbao parts. Travel expenses, freight and / or elevation in situ pumps, are paid by the applicant.

*Bombas Zeda, S.A.* not supported in any case, charges for repair, replacement and / or expenses incurred by the customer or third parties, of any kind, even concept and warranty period.

*Bombas Zeda, S.A.* be exempt from responsibility for all faults or defects that occur in materials as a result of storage, use, maintenance or incorrect operations, or changes made to the materials themselves without their approval, or if the installation is done without following their instructions or modified later without your consent.

The decision on the need to replace or repair damaged parts is taken only by expressly authorized by *Bombas Zeda, S.A.*

### **The warranty becomes effective when:**

- Our products have not been used correctly, as an example, operating errors, improper installation, overloading, failure to comply with maintenance standards, use of fuels, lubricants and/or inadequate fluids, existence of thrust inadequate assembly, cavitations, etc.
- There have been modifications and/or repairs without the control of personnel and/or written authorization from *Bombas Zeda, S.A.*
- The customer has not complied with the contractual commitments of full payment of your order including tax and payment within stipulated.