

GENERAL CONDITIONS OF SALE

Generalities. The issuance of an order by the buyer implies the acceptance of these general conditions of sale unless there is a particular agreement between the two. This document is informative, so that GRIFERIAS A. BORRÁS, S.L. has the right to do any change or modification without warning.

Additional agreements. If any conflict or ambiguity, a particular arrangement between the client and GRIFERIAS A. BORRÁS, S.L. will have preference over the present general terms and conditions

Prices. The current price list is understood in EUR, free of any taxes, considering the merchandise in our warehouses. Taxes and shipping costs, if any, will be established on each invoice. Prices include packaging and are always according to the rate of date of the invoice. Each Price Rate cancels the previous Price Rate from its printed date, considered the date of entry into force.

Offers and orders. Only offers and orders made by email, fax and exclusively for the Spanish national territory, those made by telephone will be accepted.

Shipping. Our products always travel at the receiver's risk and expense, even if they do it at paid freight, so any responsibility in relation to damages or losses due to transportation, as well as delays in deliveries, must be made to the carrier agent. It will be supplied, freight paid only within the territory of Spain (except the Canary Islands, Ceuta and Melilla) for orders over 150 EUR.

Delivery terms. Orders that are received without indication or without ratification of the delivery date by GRIFERIAS A. BORRAS, S.L., will be served within the shortest possible time according to our delivery possibilities and can be done in several deliveries. In this case, the expected delivery times are for guidance, so delays or fractional deliveries will not be cause for compensation or any claim.

Devolutions. We will not accept returns of unidentified material with its due invoice and without the proper permission of our Commercial Department. No material not included in the current tariff will be admitted. Materials with defects produced outside our facilities cannot be returned. If the packaging in any return suffered any deterioration, it would result in a 20% depreciation on the net price to be refunded. Only those products included in the catalogue in force and that are in perfect conditions of sale will be admitted to return. Returned items will be shipped freight prepaid by the customer to our facilities: C / Gall, 7 - 08950 Esplugues de Llobregat (Barcelona). The credits for account of returns, where appropriate, will be considered according to the price of the tariff in force on the date of purchase.

Payment conditions. For the Spanish market, invoices will be

paid in cash or 60 days from the date of invoice. The first expedition to new clients of the Spanish territory, will be paid in cash according to proforma invoice. Prior to shipping, it will be necessary to check other applicable payment terms for other special or off-rate orders. These special conditions will only apply to markets excluding Spanish, with the means of payment being authorized for this purpose, the SWIFT bank transfer, Cash Against Documents and/or L/C. For all markets, any delay in payment on the fixed dates will result in the immediate suspension of shipments.

Warranty. It covers the replacement of the parts that are recognized by our Quality Control as defective, being inexcusable the presentation of the purchase invoice. This does not include the costs of installation or any possible damages that could have occurred directly or indirectly. In case the product is no longer manufactured at the time of application of guarantee, a similar product of equal quality will be supplied. GRIFERIAS A. BORRÁS, S.L. guarantees its products for 5 YEARS for all the mechanical parts, covering its replacement and 2 YEARS on the finishes, previous revision in the factory (except accessories and complements).

Any repair or replacement of components of the affected product does not extend the warranty extension. GRIFERIA A. BORRÁS S.L SHALL NOT BE LIABLE, in any case, for the damages caused to people or things by an improper use of their products. In all cases, it only covers any manufacturing defect, being excluded from warranty its misuse or cleaning with abrasive products. The guarantee will be void and will not be applicable, when the installation instructions given are not followed, as well as the maintenance that must be carried out in your case. The buyer must check the condition of the product according to its use and application.

Domain reservation. The products delivered to the client will be owned by GRIFERIAS A. BORRAS, S.L. Until the full payment of the corresponding invoice.

Jurisdiction. The layout of GRIFERIAS A. BORRÁS, S.L. To resolve by friendly way any discrepancy arising with our customers is based on the good faith presided over by the commercial relations between the parties. Nevertheless, in case of litigation, the parties will be subject to the express jurisdiction of the Courts of Barcelona, expressly renouncing any other jurisdiction.

This purchase agreement is governed by Spanish law.

GRIFERIAS A. BORRÁS, S.L.