



DIN EN ISO 9001:2000
Certificado: 01 100 018023

tecnología en ventilación



SUPPLY AND SALE AGREEMENTS

1. **PRICE LIST.** The prices of this tariff will be valid as far as no new Price list is published, or until there is an official rise of material or workforce costs.
2. **BUDGETS.** All our budgets are conditioned, orientative, not binding and last up to the date shown on it.
3. **ORDER CONFIRMATION.** Represents, in a written form, the acceptance of the supply order, under this SUPPLY AND SALE AGREEMENTS, between the buyers and TECNIFAN S.A. TECNIFAN S.A. considers as SUPPLY AND SALE AGREEMENTS only those printed in its ORDER CONFIRMATION reports and those shown on its web page www.tecnifan.es, overriding any other that has not been expressly accepted afterwards and in a written form.
4. **PRICES.** The prices shown in the Supply order Confirmation will be definitive, except for force majeure. Confirmed prices will be understood as clear prices for material placed at our premises in Torrejón de Ardoz (Madrid) without insurance, or under other supply conditions that could be agreed and which are shown in this SUPPLY ORDER CONFIRMATION.
5. **DELIVERY PERIOD.** It only represents an orientative information. The lack of information in the supply order, changes in the original contracts, force majeure and/or workforce disorders, totally frees TECNIFAN SA from any estimated period. Under no circumstances, TECNIFAN SA will accept any economic charge due to supply delays if previously a supply date has not been agreed, and as so is shown in the ORDER CONFIRMATION.
6. **PAYMENTS.** Will be settled under the terms and periods shown in the budget and/or in the ORDER CONFIRMATION. If no other payment suggestion is made, it will be understood that payment will be in cash, in the moment of the delivery of the material.
7. **TAX.** Our budgets and ORDER CONFIRMATIONS do not include VAT, which will be a charge for the purchaser, as well as any other tax or expense that the invoice should present.
8. **WARRANTIES.** All products, parts and elements manufactured at our factory have a one year guarantee, for any manufacture or material flaw, as of the date shown in the supply note. For all other components, the supplier's guarantee will pass onto the purchaser, with the terms and conditions that each supplier may have. As well, we guarantee the correct function of our machines, under the conditions shown in the budget, as long as they are properly installed and maintained. This guarantees are subject to the following conditions:
 - a) Faults should be communicated to TECNIFAN SA as soon as possible, and enough proof must be provided.
 - b) During the guarantee period, our machine should not be exposed to a superior regimen that its normal, should be well kept, and must not be altered, abused, inadequately used or repaired by someone outside TECNIFAN SA.
Faults within the guarantee will be repaired according to the indications of our technical department. Transport and packaging costs of machines to be repaired at our premises will be at risk and charged to the purchaser.
 - c) Total or partial debts regarding expired payments will cancel all guarantees, even though they correspond to different supplies.
 - d) The guarantee given by TECNIFAN SA will never exceed the purchase price of the default material. (TECNIFAN SA will not be responsible under any circumstances for the damages that could arise as a result of machine function interruption, service delays or any other harm that its machines could produce)
9. **PACKAGING.** In case the purchaser should expressly indicate that purchased goods should be transported packaged, this will be done under TECNIFAN SA criteria, and charges will be passed to the purchaser.
10. **TRANSPORT AND INSURANCE.** Even though purchased goods are provided by TECNIFAN SA, transport costs will be charged to the purchaser, and transport risks will relay as well on the purchaser, except if other agreement has been reached and as so is reflected in the ORDER CONFIRMATION. It will only be insured when the purchaser expressly requires this service. Due to normal circumstances, TECNIFAN SA will not be responsible for the exact time of arrival of the material. In any way, unloading and haulage costs will be part of the purchaser's costs.
11. **CLAIMS.** Before the signing of the material delivery in the SUPPLY NOTE, the person responsible for this matter must make sure that what is provided matches exactly what is shown in the SUPPLY NOTE or if there is any clear default (except for unseen error) or damage in any machine. If this should happen, IT MUST BE POINTED OUT IN THE SUPPLY NOTE WHEN SIGNING. Nevertheless, any claim that the purchaser may want to make should be done necessarily within five labour days from the supply of the material.
12. **CANCELLATIONS AND RETURNS.** Cancellations from the purchaser will carry the charge of all expenses incurred as a result of this cancellation. The return of the purchased goods will need previous authorisation from TECNIFAN SA, and packaging, insurance and transport cost will be charged to the purchaser. No refund will be made until those goods have been examined and its quality approved.
13. **OWNERSHIP'S RESERVE.** All the goods listed in the supply order belong exclusively to TECNIFAN SA until the purchaser has effectively paid in cash the total amount of the agreed price. If bills of exchange or receivables are given, they will never represent formal payment until they are effectively paid (Spanish Commercial Code, Art. 1170), and will only be considered as an instrument to enable the purchaser to postpone the payment. The purchaser undertakes the commitment to accept this SUPPLY ORDER CONFIRMATION and to communicate the Ownership's reserve to the owner of the installation where the machines will finally lay. As long as the Ownership's reserve lasts, the Purchaser will have the goods as deposit, and will insure and keep the properly. In case of distraint, suspension of payments or bankruptcy, the Purchaser will have to declare, where it corresponds, that those goods belong to TECNIFAN SA.
14. **ARBITRAGE.** In order to clarify any questions that may arise from the interpretation and fulfilment of these SUPPLY AND SALE AGREEMENTS, TECNIFAN SA and the Purchaser will refer the matter, if the law permits it, to the Madrid's Chamber of Commerce, which will appoint an arbiter and will manage the arbitration, under the Chamber's rules.
15. **JURISDICTION.** In order to clarify any questions that may arise from the interpretation and fulfilment of these SUPPLY AND SALE AGREEMENTS, which have not been shorted out through and arbitration, TECNIFAN SA and the Purchaser give up any other jurisdictions and will refer the matter to Madrid's Law Courts.

TECNIFAN S.A.