



## SISTEMAS ESPECIALES DE CALEFACCIÓN

cables calefactores - resistencias flexibles serie - mantas calefactoras - sistemas de deshielo  
trazado eléctrico - calefacción granjas - calefacción invernaderos

# General sales conditions of Elementos Calefactores AS, S.L.

The drawing up of an order by a buyer implies their unreserved acceptance of the following general sales conditions of **Elementos Calefactores AS, S.L.**

These conditions cannot be amended by any contrary stipulation that may be in the buyer's purchase order or contained in the general purchasing conditions of the buyer or in general, or in any of their commercial documents, regardless of the date on which the stipulations were made, without the express and written consent of **Elementos Calefactores AS, S.L.**

### PRICES

Prices are always "EX WORKS" in our factory and without VAT (the official current value will be applied at the time of purchase).

Shipping fees are not included. Prepaid shipping deliveries can be made, and the amount will be charged to the invoice later. When the shipping fee is paid, the goods will be sent using the courier chosen by **Elementos Calefactores AS, S.L.**

Whatever the conditions and method of shipping, the product will always travel at the buyer's risk and expense, therefore, any claims that may arise from this must be managed by them.

All expenses of any nature, caused by amendments made by the buyer after confirming the order, will lead to a price review. Likewise, any expenses for inspection or certification services by official organisations will be borne by the buyer.

The general rate prices may be amended without prior notice depending on variations in the costs of raw materials.

### PAYMENT CONDITIONS

Prices, when this is not determined otherwise in the conditions, are calculated for payment by transfer to the order in the first transactions.

Subsequent purchases will depend solely on their acceptance by our insurance company, with a maximum of 45 days to make the admissible payment.

The formalisation of a claim does not entitle the buyer to suspend or deduct anything from the committed payments.

All our sales are made with reservation of ownership. Consequently, the transfer of ownership of the goods to our customers is reserved until full payment of the amount, interest and other charges.

The manufacture of special products will always be by prior payment once the order has been drawn up.

Any delay in paying invoices due will result in the closure of the credit account until both the debt and a charge for the delay have been paid.

## DELIVERY TIME

The delivery time is established in good faith. If delivery is delayed for any reason, it must be well understood that **Elementos Calefactores AS, S.L.** cannot be held liable for any damages that may be caused.

## GUARANTEE

**Elementos Calefactores AS, S.L.** guarantees its products against all construction or material defects for a period of one year from the supply date. The guarantee is limited to the replacement or repair, at our discretion, of the faulty item so long as it has been used for the purposes for which it was intended and in accordance with the specifications and instructions for installation and use. The use of a product in applications or conditions other than those defined as intended will always be under the user's responsibility, voiding the guarantee.

Products that have been handled by persons not authorised by **Elementos Calefactores AS, S.L.** are excluded from this guarantee.

Faults caused by catastrophic events (fire, floods, etc.), atmospheric events, blows or falls are excluded from this guarantee. **Elementos Calefactores AS, S.L.**, by not installing the appliances it supplies, is not liable for any direct or indirect damages caused by a fault or defect in its materials or products, nor for any other claim that could derive from this unless mandatory by law.

The replacement of faulty parts, materials or equipment will not imply the extension of the guarantee.

Elements intended for immersion in aggressive waters, fluids and chemical solutions are under no circumstance guaranteed against corrosion or other defects caused by this.

During long periods of storage or inactivity, the heating elements may acquire moisture that temporarily decreases the value of the electrical insulation, which can be recovered by connecting or pre-heating it.

To validate the guarantee, the products must be accompanied by the corresponding purchase invoice.

## RETURNS

No returns will be accepted without our prior written authorisation and will be assigned a reference number to include on the delivery note and shipping labels.

The maximum period for accepting returns is 15 days after receipt of the material.

The material must be sent with shipping fees paid after receiving the consent of **Elementos Calefactores AS, S.L.**, including a copy of the invoice and with its corresponding packaging. Once inspected by our technical department, it will be repaired or replaced, as appropriate.

Items that have been manipulated, used improperly or mechanically damaged will not be dealt with and will remain at the customer's disposal for 30 days, after which they will be discarded.

In the event of agreeing to pay for standard returned material, the payment will be established since 90% of the value of the material invoiced, excluding packaging, so long as this product has not undergone any amendment.

The cancellation of the resulting payment will be carried out by deducting its amount from new purchases.

**Important:** The goods leave our warehouses in perfect condition, therefore, if they arrive damaged, a claim must be made within 24 hours to the courier company (which is normally covered in insurance) to claim for this damage. We will NOT accept any claim for this matter.

## LIABILITY

Total liability for any claim will be limited to the price of the product or service that caused the claim. Under no circumstance will it be liable for the consequences of accidents or incidents (accidents to people, damage to other property, economic or financial consequences).

## JURISDICTION

Any litigation, dispute, controversy, discrepancy or divergence that arises between **Elementos Calefactores AS, S.L** and the buyer with regard to the supply or to the interpretation of or compliance with the above conditions will be subject to the jurisdiction of the Courts and Tribunals of the City of Barcelona, expressly waiving any other jurisdiction on the grounds of their domicile or other legal circumstance.