



## Terms and conditions of sale:

- The attached budget is valid for the term of sixty (60) days.
- The acceptance of the budget by the client implies the acceptance of the present terms and conditions. These will prevail upon the terms of purchase that may be contained in orders or other documents relating the clients.
  - o **Price:** Exworks.
  - o **Shipping:** Shipping will be made postage due. Transport risks and problems that may arise are responsibility of the recipient, even if they are sent with no cost at destination.
  - o **Method of payment:** **The payment agreed with the client will be confirmed in writing.**
  - o **Default:** Any delay in the payment pursuant to the agreed terms shall entitle Valfonta to charge the client for interests for late payment. Additionally, when default occurs, Valfonta is empowered to suspend or cancel further orders that may have been placed by the client, without affecting any other decisions.
  - o **Deadlines, deliveries and claims:** Valfonta only accepts orders confirmed in writing. Delivery times are estimate and possible delays will not be a cause for rejection of the products or compensation. Valfonta reserves the right to fulfill orders in one or more shippings, always billing according to the agreed conditions. Any claim relating the delivered products, must be made within ten (10) days after receipt thereof.
  - o **Returns:** The client has a period of thirty (30) days for returns, when applicable. However, if the products have been manufactured in attention to the technical requirements of the client, no refund thereof shall be allowed, unless the return is due to a fault in manufacturing. When applicable, the return of the products will be carried out by issuing a letter, by the client to Valfonta, in which the amount, type and price of the products to be returned are indicated, as well as the reasons of the return. Valfonta will acknowledge receipt of the refund application by giving, when appropriate, the reasons that may prevent it. If no reason exists to prevent the return of the products, the client will be entitled to send Valfonta such products. All charges incurred in terms of transportation due to the return will be borne by the client. At the time Valfonta receives the products in its facilities and confirms that they are in good condition, it will proceed to refund the price of the returned products, according to the following rules.
  - o **Warranty:** The warranty of the products is one (1) year to be counted from the invoice date. The warranty is strictly limited to the replacement of the products delivered by Valfonta. Damage or defects caused by improper use, installation, or prohibited manipulations performed by the user before it is returned to the factory are not included. Our warranty is limited to the product itself, not being admissible by Valfonta any costs unrelated to the products. The warranty does not imply the possibility of compensation for damages or any other reason. Our technical team will inspect the returned item and default application object security, who along with our quality department will issue a report previous to the consideration of our warranty.
  - o **Liability:** Valfonta agrees to deliver the products, in the terms set out in these conditions. Additionally, Valfonta binds itself to the obligation that the products meet the technical specialties applicable in each case.
  - o **Jurisdiction:** The present terms and conditions shall be construed and governed in accordance with the Spanish Legislation. Valfonta and the client expressly submit themselves to the Courts and Tribunals of the city of Barcelona (Spain) to resolve any legal dispute arising from the interpretation and/or fulfillment of these conditions, expressly waiving any other jurisdiction that may correspond.