

## **Herbe Valves SL**

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## **TERMS AND CONDITIONS OF SALE**

### **Scope of Application**

*These Terms and Conditions of Sale shall apply to all contractual relations between HERBE VALVES S.L. and the purchasers of its products.*

*The conditions proposed by the Buyer in the order or in any other document shall only be deemed to be incorporated into the sales contract when they have been expressly accepted by the corresponding Order Confirmation or express agreement between the parties.*

### **Offer and Acceptance**

*Unless otherwise provided, the offers of Herbe Valves S.L., shall be valid for 7 calendar days from the date of issue.*

*Notwithstanding the foregoing, Herbe Valves S.L. may revoke its offers at any time before having received the buyer's acceptance.*

*Once the corresponding order confirmation has been issued to the buyer, it shall be understood as a binding agreement between the parties.*

### **Delivery terms and conditions**

*The delivery times indicated by Herbe Valves S.L. are estimates.*

*Penalties for late deliveries will not be accepted unless indicated in the offer and there is a bilateral agreement between Herbe Valves S.L. and the buyer.*

*Delivery shall be made EX WORKS unless otherwise agreed between the parties.*

*Herbe Valves, S.L., can upon request of the buyer take care of the management of transport being the payment and the risk of the same responsibility of the buyer, being Herbe Valves S.L., exempt from any claim.*

### **Cancellation of orders**

*Herbe Valves will accept cancellations within 5 working days after the issuance of the order confirmation.*

*Cancellation requests may be considered after this period, however, Herbe Valves S.L. reserves the right to refuse such requests.*

*In any case, Herbe Valves S.L. reserves the right to charge for any material purchased or work performed up to the date of cancellation.*

### **Force Majeure**

*Neither party shall be liable for delay in performance or failure to perform its obligations resulting from events or circumstances beyond its control, such as war, fire, labor disputes, trade disputes, license refusals, except when the foregoing circumstances are the result of a default by the party claiming them. Failure to perform or delay shall not be considered a breach of contract, and the time for performance shall be extended by a period of time equivalent to that by which performance of the obligation has been prevented.*

*If the delay or non-performance continues for a period of three months, either party may terminate the contract with respect to products not yet delivered to the Buyer.*

*In the event of termination under these circumstances, neither party may claim indemnity or compensation of any kind, any advance payment shall be refunded and the goods in transit not yet delivered shall be returned.*

### **Return of goods**

*Any defect or failure of the goods must be notified to Herbe Valves S.L. within 3 working days of receipt of the goods.*

*No return of merchandise will be accepted without the approval of Herbe Valves S.L. All products being returned must be in new condition, with original packaging, only then can they be credited less a restocking fee, calculated according to the reason for return.*

*Special products cannot be returned unless otherwise stated by prior arrangement.*

*Herbe Valves S.L. does not guarantee full reimbursement in case of acceptance of the return.*

### **Retention of title**

*Herbe Valves S.L. reserves ownership of the goods delivered until the buyer has paid the price of the goods in full.*

*Until ownership of the goods is transferred to the buyer Herbe Valves S.L. shall be entitled to recover possession or control of the goods, including entering the property or real estate where the goods are located to recover possession.*

*If the buyer incorporates or processes the unpaid products into a new product, Herbe Valves S.L. shall become the owner of that new product in the proportional part corresponding to the value of the unpaid products and until the original products are paid for.*

*The purchaser assigns to Herbe Valves S.L. the credit rights arising from the sale of any goods or new products not paid to Herbe Valves S.L., in the proportion corresponding to the amounts owed by the purchaser to Herbe Valves S.L.*

### **Warranty**

*The products supplied have a warranty of 24 months from delivery, the same will affect production defects (<https://www.herbesl.com/wp-content/uploads/2023/02/GARANTIA-HERBE-VALVES.pdf>).*

*The valves will not be guaranteed in case of defects caused by fluid wear, incorrect handling, incorrect installation or manipulation of the product.*

### **Payment**

*The agreed prices, unless otherwise agreed, do not include any taxes or duties.*

*The method of payment is specified in the order confirmation, being the interest rate for late payment payable from the due date of the invoice resulting from the application of the LAW 3/2004 of measures to combat late payment in commercial transactions.*

*The place of payment of the price shall be the domicile of Herbe Valves S.L., even if bills of exchange, cheques or promissory notes have been drawn for the payment of the price.*

### **Certificates**

*Herbe Valves S.L. is an ISO 9001:2015 certified company.*

*Herbe Valves S.L. may issue certificates of conformity for its products, either by itself or through the intervention of a third party upon request by the purchaser.*

*The certificates issued will be used by the customer with due diligence and for the intended use.*

*Herbe Valves S.L. is not responsible for certificates not issued and signed by the General Manager of our company.*

### **Applicable Law**

*All transactions between Herbe Valves S.L. and the Buyers of its products shall be governed by Spanish law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods and Spanish commercial uses and practices.*