

RC CLIMA CEREZO

T&C - TERMS & CONDITIONS

DELIVERY

Ex – Works (Sant Feliu de Buixalleu, Spain), Based on the current load of the production plant, the term delivery will be estimated at the time of order confirmation.

SPECIFICATIONS

All equipment will be manufactured to RC Clima Cerezo S.L. specifications (unless otherwise stated in our proposal).

TECHNICAL DATA

Please note that whilst RC Clima Cerezo S.L. endeavours to ensure that the information is correct and fairly stated, due to our continual development policy, we reserve the right to amend this information without due notice.

TERMS AND CONDITIONS

These conditions will take precedence over any conditions supplied.

1. We apply the Terms and Conditions of RC Clima Cerezo S.L..
2. The client must assume the risks derived from the use that he makes of the goods or their sale to third parties.

In the case of delays in the delivery of already finished equipment at the customer's request, the goods will be invoiced on the date initially agreed and their payment will be required according to the general conditions of contract.

3. Prices do not include:

- a. Taxes (VAT), the corresponding tax will be applied at the time of invoicing. Not applicable for exports.
- b. Commissioning (unless otherwise stated and quoted separately)
- c. Installation, pipework etc. to be carried out by others.
- d. Building management system wiring and external control systems.

PAYMENT

To specify.

RC Clima Cerezo S.L. reserves the right to request, from the client, warranties intended to ensure the payment of any order if the customer's solvency conditions so they advise it. If, once these guarantees are requested, the client does not provide them, RC Clima Cerezo S. L. can cancel the order in question totally or partially, and in your case, the contract.

The merchandise will be property of RC Clima Cerezo S.L. until it has been paid in its entirety.

The lack of payment of the client will imply that RC Clima Cerezo S.L. can demand any Guarantee to supply the pending orders. In case the client does not accept the granting of the requested guarantees, RC Clima Cerezo S.L. may, without prejudice to the actions to which it is entitled, cease its contractual relationship with the client.

DAMAGES, RETENTIONS AND BONDS

For avoidance of any doubt we do not accept liquidated and/or ascertained damages, retention's or performance bonds.

RC Clima Cerezo S.L. does not incur in contractual defaults due to the impossibility of complying its obligations due to circumstances of force majeure.

It's understood that force majeure, as example, without limitation of any kind:

Mobilizing, acts of war and/or sabotage, revolutions, strikes, lockouts, acts of terrorism, no validity of raw material, fire, floods, irremediable energy supply deficit, storms, gales and other external atmospheric phenomena that motivates the interruption of RC Clima Cerezo S.L. production.

CANCELLATION

No order which has been placed with the Company may be cancelled by the Purchaser except with the agreement, in writing, of the Company and on terms that the Purchaser shall indemnify the Company in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

PRICES

The foregoing prices are for supply only of equipment and as such do not include for installation or commissioning. Our offer is based on the quantity of equipment requested and should this vary we reserve the right to re-quote accordingly.

QUALITY ASSURANCE

RC Clima Cerezo S.L. has the ISO 9001:2009 certificate.

VALIDITY

This quotation is valid for acceptance for a period of 30 (thirty) days from date hereon, and thereafter subject to re-submittal (upon request). We reserve the right to amend prices for equipment where the ex-factory delivery date is greater than 3 months from the order date.

WARRANTY

The equipment carries RC Clima Cerezo S.L. standard Parts (non-consumable) warranty for a period of 12 months from the date of commissioning or 18 months from the date of despatch, whichever is the sooner. Commissioning will be carried out by an approved RC Clima Cerezo S.L. company.

Warranty is only valid in the event that:

1. The equipment is properly protected & serviced in the period between delivery and commissioning.
2. The equipment is serviced & maintained by RC Clima Cerezo S.L. or an approved RC Clima Cerezo S.L. company in accordance with the Installation & Maintenance manual provided, during the Warranty Period.
3. Commissioning is carried out by RC Clima Cerezo S.L. or an approved RC Clima Cerezo S.L. company.
4. Commissioning documents have been completed and returned to RC Clima Cerezo S.L. within 14 days of the date of commissioning.

The warranty terms included in this quotation supersede warranty terms included within any other RC Clima Cerezo S.L. document. However the remaining terms and conditions set out in the RC Clima Cerezo S.L. standard Conditions of Sales - Warranty section remain unchanged. Full warranty procedure is available on request.