

1. GENERAL CONDITIONS

These General Conditions of Sale shall apply to all relations between Engineering Manufacturing of Air, S.L. hereinafter EVAIR and its Customers, being understood that the latter accepts these general conditions by the simple fact of placing an order, unless expressly agreed in writing by both Parties.

2. QUOTATIONS AND ORDERS

The characteristics and specifications provided in our catalogues shall be understood to be of an orientated nature, and EVAIR reserves the right to make any modification at any time and with prior notice of one month to improve the product.

The quotations are, to all effects and purposes, conditioned to the period of validity specified in the quotation. After this validity period, the prices will not be valid, and the Customer must request an update of the Quotation.

Customer Orders must always be sent in writing. Customer Orders will always be conditioned to the express and written acceptance by EVAIR through the ORDER CONFIRMATION. Any condition stated by the Client in their order that does not comply with the general conditions of sale or the characteristics quoted, will be considered null and void, unless EVAIR agrees in writing in the ORDER CONFIRMATION.

EVAIR reserves the right to cancel Customer orders pending delivery, when the purchaser has totally or partially breached this or previous contracts.

3. CANCELLATION OF ORDERS

Once the CONFIRMATION ORDER has been established, and after having been accepted, the CUSTOMER may not unilaterally cancel the ORDER. If the CUSTOMER fails to comply with this provision, he/she will be obliged to pay EVAIR the price of the work carried out or in progress, as well as the damages incurred as a result of the order. The fact that a final recipient third party terminates its commitment with the CUSTOMER shall not be considered as an objective cause of non-fulfilment by the CUSTOMER.

4. PRICES

The prices that appear both in the quotations and the tariffs do not include VAT or any other tax or levy applicable at any time, which shall be passed on in full to the client. The prices shown in the tariffs may be changed without prior notice. These prices are understood to be gross prices. The applicable discounts will be expressly agreed between EVAIR and the CLIENT.

5. DELIVERY TIMES

The delivery dates specified in our ORDER CONFIRMATION will be indicative, always understood to be the date of leaving the factory.

Under no circumstances EVAIR will accept financial penalties for non-compliance with the delivery date if this has not been previously agreed and is not stated in writing in the ORDER CONFIRMATION.

6. MODIFICATIONS OF ORDERS

The modifications requested by the CUSTOMER, after written acceptance by EVAIR, will be evaluated, and budgeted by EVAIR. The Client must modify the Client Order or send a new client order in accordance with EVAIR's Quotation.

7. DELIVERY CONDITIONS

They shall be as indicated below, unless expressly indicated in the ORDER CONFIRMATION.

The prices of the equipment manufactured by EVAIR in the factory in Zaragoza, will be in delivery conditions included up to the established delivery point, where it is the customer who unloads the equipment, unless expressly agreed in writing with the CUSTOMER. These conditions will be applied exclusively in the "Península Ibérica" and provided that the amount of the goods sent is greater than 12000€. For any other situation the conditions will be exworks EVAIR factory in Zaragoza (Spain).

Any request for unloading on holidays, weekends, at night, or requiring special transport, must be budgeted by EVAIR and accepted by the CUSTOMER, otherwise it will be charged to the CUSTOMER.

If the CUSTOMER requires specific packaging conditions, the Parties will establish the special conditions by mutual agreement and an estimate will be drawn up for subsequent acceptance by the CUSTOMER.

No claims will be accepted for materials or equipment damaged during transport, 24 hours after delivery and if they are not stated on the delivery note accompanying the goods.

8. STORAGE

Once the delivery period has expired and EVAIR has given written notice of the availability of the goods, EVAIR will invoice the goods and supplies included in the approved customer order.

If the material cannot be sent or is not collected by the CUSTOMER, for reasons beyond EVAIR's control, within a maximum period of one month, EVAIR may provide for its storage in its own or other facilities and invoice a minimum amount of 200€/month, plus the corresponding VAT, for equipment not collected, in addition to all the manipulation and maintenance work that may be necessary.

9. PAYMENT CONDITIONS

The terms of payment shall be those indicated in our Quotation and Order Confirmation. All material completely finished and available to the CUSTOMER will be invoiced under the previously agreed conditions, even if the physical delivery does not take place, when the reason for the delay is not attributable to EVAIR.

All invoices will be sent in advance by e-mail, on the same day they are issued, to avoid delays in their acceptance management, sending the originals by post, if the CUSTOMER so requests.

Payment cannot be delayed under any circumstances; any failure to pay will result in the immediate cancellation of the warranty and of orders in progress. In addition, all costs incurred shall be borne by the CUSTOMER.

As long as the goods have not been paid for in full, they shall remain in the possession of the CUSTOMER as a deposit, who may not in any way transfer, encumber or dispose of them. Regardless of the due date of the invoice, the CUSTOMER undertakes to deliver within a period not exceeding 30 days from the date of issue of the invoice, the corresponding agreed collection document (promissory note, confirming, or other form of payment).

EVAIR may suspend the delivery of outstanding supplies if there is a well-founded fear that the Client may fail to comply with its payment conditions. For credit payments, the due date will be counted from the date of dispatch of the goods or the issue of the invoice if it is later, but never from the date of receipt of the material or the receipt of the invoice, which are outside the responsibility of our firm.

10. PENALTIES

EVAIR will not admit any penalty, not agreed in writing, and specified in the CUSTOMER's order and in the corresponding ORDER CONFIRMATION.

11. WITHHOLDINGS

EVAIR will not admit in any case any type of retention, not agreed and reflected in writing in the CLIENT's order and in the corresponding ORDER CONFIRMATION.

12. WARRANTY

All our equipment is warranty for 24 months from the date of delivery of the goods.

The warranty covers manufacturing defect or malfunction of one of its components. The warranty applies solely and exclusively to the individual components and is limited to the repair or replacement free of charge of the defective material/component. The CUSTOMER must send an Order, previously quoted by EVAIR, of the defective material / component. The CUSTOMER shall send the components freight prepaid to EVAIR for analysis, and to determine if the Warranty applies. If the warranty is applicable, EVAIR will make a credit note. EVAIR declines all responsibility for any possible damages, labour costs, etc. that the customer may allege, caused by said defective material or component.

In order to benefit from this guarantee, the following points must be fulfilled:

- In order to exercise the guarantee, the equipment must have been paid in full to EVAIR. In no case shall the problem of an equipment already delivered be a justification for delaying payment. On the contrary, the delay in payment will result in the lack of technical assistance under the warranty.
- Acceptance of the defect by our quality department manager. Acceptance shall always be in writing.
- The equipment must have been assembled, installed, maintained and used in accordance with the instructions and manuals for installation, use and maintenance of the equipment, and must have been installed by qualified professionals and in compliance with the Local Regulations, and including the safety components marked in the manuals. Failure to follow the assembly instructions, connection diagrams or failure to include the safety components marked in the operating manuals will be grounds for exclusion from the warranty.
- They must be put into operation under the working conditions for which they were designed. Telephone technical support is not a substitute for commissioning and EVAIR reserves the right to invoice in the event of improper use of this service.
- In order to benefit from the warranty it is essential that all technical repairs, while the warranty is in force, are carried out by authorized EVAIR personnel, and the guarantee will be invalidated if these repairs are carried out by personnel who are not authorized by EVAIR.
- The equipment must be accessible for repair and replacement of parts. The guarantee, in no case, will cover the auxiliary means in accordance with the current legislation on risk prevention and safety at work for access to the equipment subject to assistance (lifting platforms, scaffolding, handrails, life lines, etc...) as well as the auxiliary means necessary for the dismantling/assembly, movement of spare parts and equipment, (cranes, jib cranes, etc...). EVAIR and/or its authorized personnel will not carry out repairs on equipment that lacks adequate access, is dangerous or has been installed without complying with current regulations.

In actions of our technical service, it is essential the presence of the appropriate personnel of the Client, to facilitate the pertinent means of access, as well as to vouch for the correct repair of the units.

13. RETURNS

No returns will be admitted without the written authorization of EVAIR. The returned material shall be in the original packaging and must arrive free of postage. It must never have been used. In all cases a percentage of no less than 35% of the amount will be deducted for reception, inspection, deterioration, and tests. Non-standard material will not be accepted for return, this being understood as that product manufactured under specific specifications indicated by the client. Material may not be returned more than one month after delivery.

In the case of replaced warranty material, which has been used and which will be returned to EVAIR when the original component can be repaired, a percentage of no less than 35% of the amount will be deducted for reception, revision, deterioration, and validation tests for its subsequent use. If it cannot be reused by EVAIR, the Client will have to pay 100% of the amount.

14. JURISDICTION

All the divergences that may arise in the interpretation of the present conditions of sale will be submitted to arbitration, as an indispensable prior step to the judicial process, and in case of litigation, both the buyer and the supplier, explicitly accept their submission to the Courts and Tribunals of Zaragoza with express renunciation of their own jurisdiction, in case of being another one.

15. DATA PROTECTION

The personal data provided during the development of the commercial relations between the CLIENT and EVAIR, will be integrated in computerized data files owned by the company EVAIR to proceed with the appropriate management of the products ordered, and the management of the corresponding payments.

The acceptance of these General Conditions implies the express consent of the CLIENT for EVAIR to carry out the data processing.