

GENERAL TERMS AND CONDITIONS – MANUFACTURES CUSELL, S.L.

General Provisions

All sales are based on the following terms and conditions, unless a specific contract with diverging conditions has been signed by both parties prior to sale. By placing an order, purchaser automatically accepts these terms and conditions.

Force Majeure

Any Force Majeure situation, such as natural disasters, wars, strikes, supplier non-conformity, unforced delays or any other situation beyond seller's control, will automatically cancel any obligations on seller's behalf.

Warranty

All sales for delivery within the EU are covered by the statutory Spanish warranty regulations at the time of sale.

Any sales for delivery outside EU are covered by a 3 month warranty against production faults.

The liability shall in all cases be limited to the value of the goods.

Delivery

All prices quoted are Incoterm EXW unless specifically indicated otherwise on seller's quotation. Any sale is conditioned by the applied Incoterm and passing of risk is determined thereby.

For domestic deliveries, all goods delivered by seller's carrier are covered by a minimum insurance, covering up to a maximum of 12,00€ per kilo of goods, with a maximum of 1.600,00€ per delivery. For deliveries within the EU with seller's carrier, insurance and conditions applicable are stated on the carrier's web site: <http://www.ups.com/content/es/en/resources/ship/terms/shipping/index.html?WT.svl=Footer> . Any additional insurance must be arranged for and paid by purchaser. For overseas deliveries, insurance and conditions are agreed upon in each case.

Purchaser must claim any damage to goods prior to 72 hours after receipt at destination.

Any delays in delivery will have no effect upon the commercial transaction and will as such not be legal reason for cancellation of the order by the purchaser.

Cover purchase is only admitted by seller's written consent.

Prices, payment and minimums

All prices are valid only according to the seller's conditions on the relevant quotation.

Prices are net and do not include VAT or any other tax.

All prices are Incoterm EXW, unless specifically stated otherwise on seller's quotation or in separate partner contract.

All sales are based upon pre-payment, unless specifically stated otherwise on seller's quotation or in separate partner contract. Delays in payment of due invoices are subject to a 2% monthly interest as per the invoice due date.

Any cancellation of an order prior to production will produce an administrative fee of 50,00€. Any cancellation of an order during production or after production has commenced will not cancel purchaser's obligation to pay the order.

Bank fees are the responsibility of the purchaser, seller should receive the exact amount quoted.

Bankruptcy of the purchaser will result in the immediate due of all outstanding payments.

For orders under 100,00€ a 50,00€ administrative fee will be applied.

Retention of title

The delivered goods shall remain seller's property until full payment of the complete order has been received.

If the delivered goods has been resold or used in an appliance, it nevertheless remains seller's property until full payment has been received.

Production

Custom made production is subject to fluctuations in quantities of approximately +/-10%. Buyer has the obligation to accept and pay for the final quantity within these limits.

Tooling is manufactured for production use only and the quoted price is calculated as a participation cost. If buyer wishes to take possession of the tooling he must pay a 35% profit margin on the quoted mold price in order to release the mold from seller. If the tooling cost is for a modification of existing tools, the tool remains the property of the seller. If the tooling is of Asian manufacture, the tooling remains manufacturer's property. Seller will store tooling for an unlimited time as long as production is maintained with this tooling, whereas seller will store tooling for up to five years only if not used, after which seller shall have no obligation to store or compensate for the tooling. After this period the tooling will be destroyed and recycled.

Orders and quotations

Quotations are valid subject to complete compliance to obligations by seller's suppliers is performed.

Orders must include reference to seller's quotation n° and date of quotation.
In the event of an order being placed with reference to conditions of purchase that do not comply with the present conditions, or part of them, such conditions shall hereby be opposed in their entirety.
Any custom made production is non-refundable.

Jurisdiction and place of fulfillment

Place of Fulfillment and Place of Jurisdiction for both contractual parties is E-08213 Polinyà (Barcelona). Seller also is entitled to file action against buyer at his general place of jurisdiction.

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