

TECNAC

Técnicas Ambientales del Centro S.L.

General Terms and Conditions of Sales:

All the transactions and services provided by TECNICAS AMBIENTALES DEL CENTRO S.L. (hereinafter referred to as "TECNAC") for the supply of any kind of his goods shall be subject to these General Conditions and implies the full and unreserved acceptance of them by the customer. This terms and Conditions shall prevail over the client's general purchase terms.

Offers and Orders Agreement:

"The TECNAC offers have validity until the end of the current year unless otherwise expressed and provided in the order.

Any order placed by the customer or through any gento r sales representative of TECNAC, should be subject to the TECNAC acceptance. The order shall only be considered as firm as from the customer's receipt of a fax or mail from TECNAC confirming the final recording of the order.

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Orders Cancellation:

"No order having been confirmed by TECNAC may be cancelled by the customer unless writing acceptance of TECNAC .

If the manufacturing process of one or more items included in the customer's order is yet started, the customer must compensate TECNAC for any expense or damage incurred as a result of the cancellation.

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Delivery and Shipment:

"The normal delivery is EX WORKS TECNAC factory C/Bronce nº 23 . Loeches (Madrid) Spain.

Any delivery dates given are estimates only. TECNAC shall endeavour to meet delivery dates but in no circumstances shall TECNAC be liable to compensate the customer in damages or otherwise for late delivery.

If delivery of any item comprised in the goods has not been made within a reasonable time of the estimated delivery date, the customer shall be entitled to cancel its order in respect of that item.

If TECNAC is unable to deliver one or more customer's orders due to force majeure or any event beyond the TECNAC reasonable control, the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased.

TECNAC shall be entitled to deliver the goods in one or more parts unless otherwise expressly agreed.

Prices do not include the shipment:

The shipment should be included in the order, as a separate cost, after communication and written agreement between TECNAC and the customer.

The shipment could be made by a carrier chosen by TECNAC or suggested by the customer.

Risk or loss or damage to the goods shall pass to the customer at the time of delivery of the goods from the factory.

Prices and Payments:

"Prices of the products are those applicable in the order acceptance by TECNAC and are quoted in Euros, exclusive of VAT or any other tax or taxes hereinafter imposed.

Customers shall be responsible for declaring and paying the import duties and taxes that may apply.

Unless otherwise provided in writing and agreed by TECNAC , it is agreed that all accounts shall be paid cash before shipping.

Prices do not include the shipment costs. Any shipment cost could be negotiate upon the order and included as a separate cost.

If the customer should fail to make any payment on the due date of all or part of the goods ordered or delivered, TECNAC may at his discretion suspend or cancel further deliveries.

The products will remain the property of TECNAC until full payment is made.

If the customer shall enter or offer to enter into any agreement or composition with its creditors or is in liquidation proceedings or become a bankrupt , TECNAC reserves the right to claim the goods whose payment is outstanding.

Products:

"Catalogs, price lists and advertisements are intended to present a general idea of the products and are not contractual.

All the products are manufactured according with the CE rules and particular in agreement with the European Directive 2014/68/UE.

All the Pressure vessels include the identification number of the notified body regarding the design pressure, minimum and maximum pressure and production run.

All the products involved have a name plate including:

- CE mark
- Manufacturer name
- Date of production
- Model
- Production run number
- Order number,
- Design pressure in bars,
- Volume in liters
- Maximum and Minimum temperatures in °C.

The design is according with the German construction and design code TRG 803 ,AD-Merkblätter (TRB) as well as the welding procedure.

The quality manufacture system comply with the UNE and DIN rules and are certified by Bureau Veritas according with UNE-ISO 9001/2008. All the pressure vessels manufactured are submitted to a proof air pressure test and once per month one product sample manufactured are submitted to a fracture test.

TECNAC reserves the right to change the design and /or modifying the technical data of his products at his discretion without prior notice.

Stock:

In case of manufacturing products with technical specifications adapted to Customer's particular requirements,

the Customer shall notify Tecnac of any change in the design and/or products' specifications as well as the termination of the purchase in writing and within 3 months prior to the date to manufacture the products with the new design to the expected date to terminate the purchases.

The customer expressly undertakes to acquire all raw material available in Tecnac's stock to manufacture the foresaid products ordered by the Customer and all the finished products

Warranty:

Tecnac products have a warranty of 1 year from the date of issue.

It will not be Tecnac's responsibility when technical factors such as reliability, maintainability, cadence, endurance, acceleration, vibration and environmental conditions out of range would not have been considered previously.

The warranty does not cover components previously handled without Tecnac's consent, provided and when not by authorized personnel.

Tecnac agrees to change the rejected material after inspection and agreed with our Department of Quality that will determine, who, how, when and where to send.

"The warranty is not valid for misuse by the customer.

The customer will be responsible for the correct selection of the component and the determination of the use."

"Rejected materials remain the property of Tecnac.

Tecnac's liability may not be taken into account in damages caused to persons or property, losses of stored material, losses of refrigerant gas or operating losses."

The guarantee of Tecnac is limited to the replacement of the guaranteed product. Tecnac reserves the possibility to make a payment instead of a replacement of the product

The components manufactured by Tecnac, do not fulfill a technical solution by themselves if not that form part of the system, so prior to commissioning it is recommended that the customer check.

"The absence of any anomaly.

Tecnac reserves the possibility of including in its guarantee some of the previous points after a thorough examination of the rejected product."

After acceptance of the first order by the customer these general conditions are accepted by said customer.

INTERPRETATION AND PROPER LAW:

"Any dispute differences questions at any time rising between the customer and TECNAC about the sales agreement , shall be decided in accordance with the Spanish laws.

If a friendly agreement cannot be reach between both parts, the customer submits to the jurisdiction of the Trade Court of Madrid.

The eventual nullity of a disposition included in this general conditions and terms of sale doesn't entail the nullity of the others dispositions"



Raúl Gregorio
Managing Director