

# GENERAL SALES CONDITIONS

## A.- GENERAL

1. Prices of our price list are valid for standard material reflected in it, subject to the usual quality control in our factory. Any request for special products or for materials subjected to inspection on the customer's behalf or which requires any special certificates of quality will be quoted for and discussed in each case.
2. KITZ CORPORATION OF EUROPE may change the designs specified in the catalogue at any time without need of previous notice.
3. Orders for special products or abnormal quantities may not be cancelled, nor may the specifications, shipping schedule, delivery dates and other conditions agreed upon be changed unless KITZ CORPORATION OF EUROPE is reimbursed for any expenses occasioned or losses suffered.
4. These General Sales Conditions are automatically accepted in case of purchase order.

## B.- ORDERS

1. On placing the order which is to be done in writing, the following data must be supplied:
  - a.- The "Iso" or KITZ code or series number.
  - b.- The size of the valve, whether the bore is full or reduced.
  - c.- Type of connection.
  - d.- Pressure norms to which it will be submitted.
  - e.- Materials and service conditions.
  - f.- Refer to our quotation number
2. KITZ CORPORATION OF EUROPE reserves the right to freely refuse any order made to them, advising to the customer by writing.
3. Minimum order value of 100€ will be applied for orders below this order value.

## C.- PRICES

1. Prices will be those notified on accepting the order. These prices will be firm unless the customer requests any variation in the materials, sizes, shape or manufacture, delivery date, etc. of the products requested.
2. In the case of any increase in taxes, fiscal charges, etc., this increase will be borne entirely by the customer.
3. Unless otherwise agreed, the prices are understood ex factory, and goods will travel at the purchaser's risk.
4. Listed prices are gross, in EUROS, ex – works and packing excluded. Except otherwise indicated.
5. Packing increase: See particular sales conditions
6. Discount: According to current agreements.

## D.- PAYMENTS

1. Net at 30 days, unless otherwise agreed and subjected to financial coverage by our credit insurance company.
2. Payment delays will enable KITZ CORPORATION OF EUROPE to postpone the shipment of orders in process or to put them on hold, till the customer has settled with KITZ CORPORATION OF EUROPE. The referred payments. KITZ CORPORATION OF EUROPE will not undertake any responsibility for any prejudices caused by these delays.
3. Financial charges: According to current interest rate.

## E.- CREDIT LIMITS

KITZ CORPORATION OF EUROPE will determine credit limits. Whenever such credit exceeds the financial risk, a Letter of Credit or other means of payment will be requested.

## F.- DELIVERIES

1. For those materials available in our warehouse, delivery of the materials will be made as the orders are accepted and in the order of receipt. For those materials which are not available in our warehouse or which are special, we shall state the delivery date on accepting the order which is subject to "force majeure" such as strikes, work stoppages, fire, floods, accidents, inability to obtain materials, government intervention and other circumstances beyond our control.
2. The shipping weights are approximate and based on the design of the product.

## G.- INSPECTIONS

All third-party inspection will be invoiced. The cost per day of inspection will be indicated during the quotation stage.

## H.- CERTIFICATES

1. Standard test: According to EN 10204:2004
2. 3.1 material certificate on the body and cap in according to EN 10204:2004 of the valve is included in the pricelist Includes testing, material description, chemical and mechanical certificate. Our list prices include 3.1 certificate cost.

## I. GUARANTEE

1. KITZ CORPORATION OF EUROPE guarantees its products manufactured in our Barcelona's plant against manufacturing defects if they are used for the purposes for which they have been manufactured and sold. This guarantee expires one year from the delivery of the guaranteed product and the customer must notify KITZ CORPORATION OF EUROPE in writing of any defect observed immediately when it occurs within this period of time. The guarantee only includes the repair or replacement of the faulty product with a new one in perfect condition. When KITZ CORPORATION OF EUROPE has checked and proved the correct use and installation of the product, KITZ CORPORATION OF EUROPE will replace the product on the customer's premises, but this guarantee does not include the installation of the replaced product, which will be carried out by the customer. Our guaranty will never exceed the value of the product supplied.
2. This guarantee is null and void if the product guaranteed has been modified whether or not the modification has contributed to the fault or damage of the product. Any modification of the product is understood as made at the customer's risk and responsibility. The purchaser is obliged to indemnify KITZ CORPORATION OF EUROPE and free them of any responsibility in the case that said modified product cause injury to any person or facility. Any purchaser who modifies and resells our products is obliged to inform his customer that KITZ CORPORATION OF EUROPE does not guarantee or replace the modified product.
3. KITZ CORPORATION OF EUROPE will not be legally responsible for any claim of loss of profit, damages and losses suffered by customer who modify our products partially or totally.

## J.- CLAIMS

1. Any claims against KITZ CORPORATION OF EUROPE regarding our products must be made by the customer in writing and within 15 days from the collection date of the material, in our premises.
2. KITZ CORPORATION OF EUROPE may demand that the purchaser examine the goods at time of reception and give his agreement and approval to the quality and quantity, according to the ruling or article 336, 4th paragraph, of the Spanish Commercial Law.

## K.- RETURNS OF MATERIAL

1. KITZ CORPORATION OF EUROPE written authorisation is compulsory for acceptance of returned valves and is subject to final inspection of returned standard valves by our Q. A. Department. Such authorisation must always accompany the material being returned. Returns will generate KITZ CORPORATION OF EUROPE credit note for the value of the invoice less 20 %.
2. In order that returned material may be accepted it must not have been used and must not have undergone any modification.
3. No return of products which have been specially manufactured for the customer (special orders) or which have required special certification of quality will be accepted.

## L.- DOMAIN RIGHTS

Until the products have been completely paid for by the customer, the ownership and domain of it will belong to KITZ CORPORATION OF EUROPE.

## M.- LITIGATION

For any litigation, which may arise from sales relations between KITZ CORPORATION OF EUROPE and the customer, they will accept the decision of the Barcelona (Spain) Law Courts as ruling and final.

## N. - INTELLECTUAL PROPERTY RIGHT

Customer acknowledges that any and all patents, copyrights, designs, trade names, trademarks and all other intellectual property rights that KITZ CORPORATION OF EUROPE owns or shall own in the future related to the Products and/or manufacture thereof, as well as such instructions, manuals, specifications, designs and other information supplied by KITZ CORPORATION OF EUROPE regarding thereto are owned and shall be owned by KITZ CORPORATION OF EUROPE, and customer shall not challenge the same.

Unless customer has obtained the prior written approval of KITZ CORPORATION OF EUROPE for each type of use, customer shall not use the trade names and trademarks of KCE (including, but not limited to, the name "KITZ" and "Iso") for any purpose whatsoever.