



GENERAL SALE CONTIDITIONS

The following sales conditions will be acknowledged by the buyer in the moment of the purchase agreement. These conditions will constitute the clauses of the contract without any further formal agreements.

1º.- OFFERS

The offers are without any obligation for the salesperson.

2º.- ORDERS

The orders should be made in writing (e-mail, fax, mail, etc). In these cases the reference, quantity and description of the corresponding article should be indicated.

3º.- EXPEDITION AND SUPPLY

All the shipping will be carried out on account and risk of the buyer, as well as for the forwarder or transport agent designated by UTILES Y FORMAS, HERRAMIENTAS Y MAQUINAS, S.L. (from now on UTIFORM).

4º.- RESERVATION OF PROPERTY

The goods supplied by UTIFORM will become the buyer's property as soon as payment obligations are completely settled. If the buyer does not accomplish these obligations, UTIFORM will be able to claim its goods and the buyer will return them covering the expenses that this originates.

5º.- PAYMENTS

Every first order will be paid previous to the shipment in cash, against refund or wire transfer. Partial payments will be adjusted to the clauses shown in the order and will never exceed 90 days. In case of a delay in payment, 5% will be charged in concept of financial expenses.

6º.- GUARANTEE

The machines have a guarantee against all matter or manufacturing defect during the first 1000 hours of operation, without being able to exceed 12 months after the date of billing. In order to have a valid guarantee, Utiform must have the copy of the signed certificate within 10 weekdays after the delivery of the machine. The guarantee does not cover manpower, wear pieces, as well as those installed and/or manipulated incorrectly by the operative, and it is limited strictly to the single substitution of the recognized faulty pieces without any compensation for damage. Faulty pieces must be returned free of charge and packing for UTIFORM. The guarantee of the diesel motors is made directly through the nets of the after-sales service of the manufacturer. The guarantee is not applied in the following cases:

- Use and faulty maintenance or abnormal material
- Deterioration, negligence, lack of surveillance, wrong handling, lack of maintenance
- Replacement or reparations due to the normal wear
- Wear parts, especially: rotor and stator, motor and hydraulic oil, tyres, couplings (connecting rods, joints, axls), spray gun accessories (nozzles, gun head, etc.) battery and filters.
- Assembly of non original parts

Tools are exempt of guarantee or replacement if the manufacturer estimates it.

7º.- RECEPTION OF GOODS AND COMPLAINTS

The buyer should make as many objections as it estimates necessary about quality and quantity at the moment of reception of the goods. Complaints will not be admitted after four workdays from the reception of goods.

8º.- RETURN OF GOODS

Return of goods must be accepted in writing by UTIFORM before shipment. The expenses of transport, unless stated another way, will be in charge of the buyer, same as the items sent for repair. If the returning of goods takes place because of a mistake in the order placed by the buyer, it must cover the transport costs. In case of repair, once carried out the repair, the transport of goods will be carried out by UTIFORM paid by the buyer.

9º.- CREDIT INSURANCE

All operations are covered by a Credit Insurance, which will be in charge of the administration of any type of collection incidence.

10º.- OBSERVATIONS

The data regarding measures, weights, dimensions, carrying capacities, etc. are approximate and without obligation on the part of UTIFORM since they could be subjected to technical changes. UTIFORM has reserved the right of temporary or definitive annulment of some of the models.

11º.- JURISDICTION AND COMPETENCE

Any emergent divergence of the contract will undergo the competent tribunals for the city of Almoradí (Alicante).