

Terms and Conditions of Sale

The customer's attention is drawn in particular to the provisions of clauses 6 and 10.

1. DEFINITIONS

In these Conditions, the following definitions apply:

- "Acknowledgment" the Company's written acknowledgment of the Order;
- "Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in Spain are open for business;
- "Company" the company selling the Goods as identified in the Acknowledgment;
- "Conditions" the terms and conditions set out in this document;
- "Contract" the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
 - "Customer" the person or firm who purchases the Goods from the Company;
 - "Goods" the goods (or any part of them) as described in the Acknowledgment;
 - "Order" the Customer's order for the Goods.

2. CONSTRUCTION

In these Conditions, the following rules apply:

- 2.1 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.2 A reference to writing or written includes faxes and e-mails.
- 2.3 A reference to a statute or statutory provision is a reference to such as amended or re-enacted from time to time.

3. BASIS OF CONTRACT

- 3.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 3.3 The Order shall only be deemed to be accepted when the Company issues a written acknowledgment of the Order, at which point the Contract shall come into existence. The Customer is responsible for ensuring that the terms of the Acknowledgment and the description of the Goods therein contained are complete and accurate and satisfy the Customer's requirements.
- 3.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
- 3.5 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 3.6 A quotation for the Goods given by the Company shall not constitute an offer. Unless otherwise stated in the quotation, a quotation shall only be valid for a period of 30 Business Days from its date of issue. Any clerical error found in a quotation is subject to correction.

4. GOODS

4.1 The Goods are described in the Acknowledgment. The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements. Actual geometry, dimensions and designs are subject to design and manufacturing changes without notice.

5. DELIVERY

- 5.1 The Company shall deliver the Goods to the location set out in the Acknowledgment or such other location as the parties may agree ("Delivery Location"). Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 5.3 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. QUALITY

- 6.1 The Company warrants that on delivery, and for a period of 24 months from the date of delivery ("warranty period"), the Goods shall conform in all material respects with the details given in the Acknowledgment and be free from material manufacturing defects.
- 6.2 Subject to clause 10.3, if: the Customer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1; and the Company is given a reasonable opportunity of examining such Goods; and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business; the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1. The Company gives no warranty either express or implied of fitness of Goods for any particular purpose (whether known to the Company or not) nor makes any other warranty either express or implied.

7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to the Customer when the Company despatches the Goods from its premises.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
 - 7.2.1 the Company receives payment in full for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall: store the Goods separately from all other goods so that they remain readily identifiable as the Company's property; maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; notify the Company immediately if it becomes subject to any of the events listed in clause 9.1; give the Company such information relating to the Goods as the Company may require from time to time; and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
- 7.4 If the Customer resells the Goods before the Company receives payment for the Goods: it does so as principal and not as the Company's agent; and title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy the Company may have: the Customer's right to resell or use the Goods ceases immediately; and the Company may at any time require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

- 8.1 The price of the Goods shall be the price set out in the Acknowledgment.
- 8.2 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or any other aspect of the Order; or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

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8.3 The price of the Goods is exclusive of value added tax ("VAT"), any other relevant taxes and the costs and charges of packaging and transport of the Goods, which shall be invoiced to the Customer. The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.5 Unless otherwise stated in the Acknowledgment the Customer shall pay the Company's invoice as detailed in the Acknowledgment to the bank account nominated in writing by the Company. Time of payment is of the essence.

8.6 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum from time to time, accruing on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

9. TERMINATION AND SUSPENSION

9.1 The Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer suspends payment of its debts, or is unable to pay its debts as they fall due; a petition is filed, a resolution is passed, or an order is made, for the winding up of the Customer; an application is made to court, or an order is made, for the appointment of an administrator; a person becomes entitled to appoint a receiver or administrative receiver over the Customer's assets or a receiver or administrative receiver is appointed over the Customer's assets; or any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of those events.

9.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events stated in clause 9.1, or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Company's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1:

10.2.1 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of (i) 5 times the price of the Goods and (ii) 10,000 €.

10.3 Subject to clause 10.1, the Company shall have no liability under the Contract, including for the failure of any Goods to comply with the warranty set out in clause 6.1, if the damage, loss or defect arises:

10.3.1 because the Customer failed to follow the Company's instructions (available at the Company's website www.hermitecasf.com or on request) as to the storage, commissioning, installation, use and maintenance of the Goods; or

10.3.2 because the Customer failed to install the piping system otherwise than in accordance with best industry practice (the Customer acknowledging that the Company is not a designer of piping systems and that the design of piping systems should be undertaken by persons that are experts in that field, and acknowledging that the Company's installation guide relates to the installation of the Goods only and not of the piping system); or

10.3.3 because of corrosive or abrasive conditions or any working conditions exceeding or differing from those advised by the Company.

11. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by any event beyond the Company's reasonable control including without limitation industrial disputes (whether its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, breakdown of plant or machinery, fires, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

12.1 Assignment and other dealings. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

12.2 Notices. Any notice under the Contract shall be in writing and addressed to the registered office or principal trading address of the party to be served.

Notices may be served personally or by courier, in which case they shall be deemed served on delivery (or on the next Business Day if they are delivered outside the Company's normal business hours); or by first class pre-paid post, in which case they shall be deemed served on the Business Day after the day of posting; or by fax or email, in which case they shall be deemed served on successful transmission (or on the next Business Day if they are transmitted outside the Company's normal business hours).

12.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third party rights. The Customer agrees that any subsidiary or holding company of the Company, and any subsidiary or holding company of a holding company of the Company ("Group Companies") shall have the right to enforce and rely upon the terms of the Contract in accordance with the current law. Save for such Group Companies, a person who is not a party to the Contract shall not have any rights to enforce its terms.

12.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.

12.7 Governing law and Jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Spain. Each party irrevocably agrees that the courts of Spain shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Product Warranty

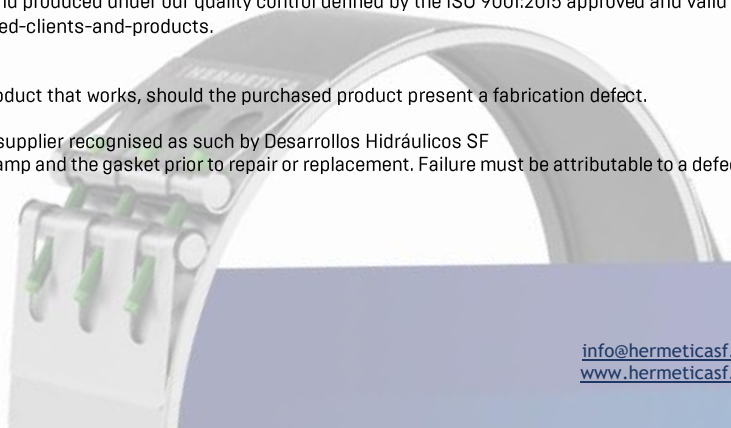
Desarrollos Hidráulicos SF guarantees that all HERMETICA clamps are designed and produced under our quality control defined by the ISO 9001:2015 approved and valid standard as you can check by visiting the website: <https://www.sgs.com/en/certified-clients-and-products>.

The warranty period for our products starts from the date of purchase.

Within the warranty period, this warranty grants the right to receive a substitute product that works, should the purchased product present a fabrication defect.

Conditions

The buyer shall only purchase all products exclusively from an official HERMETICA supplier recognised as such by Desarrollos Hidráulicos SF. Desarrollos Hidráulicos SF must be given a reasonable opportunity to inspect the clamp and the gasket prior to repair or replacement. Failure must be attributable to a defective material.



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This warranty is not applicable if the defect has been caused by the buyer and/or any third party due to improper use, negligence, different use or application than the one the product was designed for, use or installation of the product not according to the instructions given in the operation manual, or due to any other reason that is not linked directly to material or fabrication defects.

A list of pipes repaired, and clamps installed must be compiled by the user, signed by his representative and the HERMETICA Specialist.

The buyer shall bear the costs associated with returning the material to the factory for inspection.

Limitations of liability

Desarrollos Hidraulicos SF obligations under this warranty is expressly limited to replacing defective material. Desarrollos Hidráulicos will at its option either repair, replace, or refund the purchase price of that Product. Desarrollos Hidráulicos SF shall not be liable to the buyer for any other costs, losses, expenses, damages, or consequential damages including, without limitation, any damages for loss of business or loss of profits.

For more information, see www.hermeticasf.com where you can find, manuals, product information and where you have the possibility to contact our technical staff with your questions.

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