

BAC VALVES. General Sales Terms and Conditions

1 Definitions / Application

These terms and conditions of sales apply to and are an integral part of any and all quotes or confirmations of sale issued by BAC VALVES, S.A. ("Seller") and acceptance of said quote or confirmation of sale, together with all technical data, standards, specification, drawings, and design attached, referred to, or later incorporated into said quote or confirmation of sale by Seller ("Seller Data"). Acceptance shall be by a written Purchase Order signed by person, firm, company or corporation ("Buyer") or by Seller's confirmation of sale and by no other means. Any term or conditions of Buyer contained in any purchase order ("Contract") or other document, which are either different from or additional to the Terms and Conditions of Sale stated herein and in Seller's quotation or confirmation of sale are hereby objected to; are excluded from the terms of sale unless expressly and specifically agreed to in writing by Seller prior to acceptance of the order; and shall not be binding on Seller under any circumstances unless so accepted by Seller in writing. If Buyer proceeds without requesting resolution of any conflict in the terms and conditions of sale, then Seller's decision as to be governing requirement shall be final and all cost incurred in correcting Buyer's erroneous interpretation shall be borne by Buyer.

2 Validity of quotation and Prices

2.1 Unless stated otherwise, all prices are quoted ex-works, exclusive VAT and do not include instalment of the goods.

2.2 The Seller's prices are based on its current cost of packing, materials, labour. In case that Buyer required other type of delivery terms, Seller will offer and charge to the Buyer the cost of the transport. The Seller can alter its prices if delivery is delayed, through no fault of the Seller, to reflect any change to these cost. Unless otherwise stated in the seller's quotation, are exclusive of packing. Wooden cases will be extra if required.

2.3 Any price quoted by the Seller is subject to receipt of and Order within 30 days of the quoted being given after which the Seller reserve the right to revise the quote.

2.4 List prices and discounts are subject to change without notice.

3 Delivery terms

3.1 Prices (a) are for goods delivered EXW (Ex works) according INCOTERMS Seller's shipping point, exclusive of freight, insurance and handling.

3.2 The delivery time is stated on the quotation. Any additional requirements will be over and above the delivery quoted. The delivery time starts from receipt of full and final information.

3.3 The Seller shall use reasonable commercial endeavours to deliver the Goods by delivery date, but time for delivery shall not be of the essence.

3.4 If delivery is delayed due to any act or omission of Buyer or if having been notified that the Goods are ready for despatch, Buyer fails to take delivery or provide adequate shipping instructions, seller shall be entitled to place the Goods into suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to completed, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

3.5 The following storage fee will apply if the order cannot be released by the agreed scheduled ship date due to issues not of our making. After a one week grace period, one tenth of one percent (0,1%) per day to a maximum of 7,5% of the order value.

4 Payment terms

Where permitted by our credit insurance company we will offer payment term of net 30 days from date of invoice. However, should we not be permitted to offer these terms, payment, by Confirmed Irrevocable Letter of credit confirmed on a recognized international bank (all bank charges to the account of Buyer) or cash in advanced will be required. All Letters of Credit must be received in draft 2 weeks after order confirmation and the original after Seller's confirmation of the draft. The Seller may charge interest on overdue payments at the rate of 8 percentage points above the base rate of the European Central Bank to be added on a daily basis until full payment is made.

5 Penalties or Liquidates Damages

Unless agreed in writing by the Seller, Seller will not accept liquidates damages or penalties.

6 Performance Bond

Unless explicitly stated, it is the Seller's policy not to provide Bonds.

7 Spares

Spares for commissioning are not recommended as a requirement of our product. We do however recommend spare for 2-year operational use. Prices are available on request. We always strive for accuracy in our quotations and/or orders, they are however, based on the information provided and without obligation from us. It is the customers' responsibility to assess the suitability of equipment quoted and/or ordered. For this reason, in case of kits, spare parts or components it is very important to provide us the valve serial number, otherwise we will not be responsible of the material quoted and/or supplied. Seller has not any obligation to produce/keep/stock spares for products supplied with more than 15 years from the production date.

8 Technical Terms

8.1 Unless stated, if required our valves will be supplied with BAC standard primer.

8.2 Unless stated no NDE/Special testing is included in our scope of supply.

8.3 Standard Certification charges are quoted within our quotation, as extras, if required. Unless otherwise stated any additional requirements should be advised and we will quote accordingly.

8.4 State whether Directive 97/23/EC (PED) is applicable, giving service conditions (line media and pressure). If the PED does apply and you do not give us service details, we will assume that the line medium is a nondangerous liquid and that the maximum rated pressure is the service pressure.

8.5 Buyer must explicitly state whether CE marking in accordance with Directive-94/9/EC (ATEX) is required. Additional charges may apply - further details are given in the SVL ATEX policy (available on request). A request for CE marking to ATEX must be accompanied with details of the explosive environment (Zone O, 1 or 2).

9 Orders

9.1 Buyer may not modify an order in any way without the express written consent of Seller. Any said modification proposed by Buyer which is accepted by Seller will be subject to modification charges or changes in the price. specification, or delivery time of the goods as determined in Seller's sole discretion, which shall be binding on Buyer when communicated to Buyer. Seller may suspend work during the pendency of any modifications or adjustments in its sole discretion.

9.2 Unless agreed and specified, no documentation will be supplied other than the level requested. Any request for new or additional documentation is fully chargeable. All documentation will be supplied in English.

9.3 Cancellation Should an order be cancelled the following fees will be apply from order placement:

Up to 4 weeks 20%

5 to 6 weeks 50%

7 to 8 weeks 75%

8 weeks 100%

10 Inspections and Testing

Third party inspection arrangements and fees are the responsibility of the Buyer and the buyer's chosen third party inspection agency. Seller will not be held accountable for fees unless they are clearly detailed as being included within our quotation. If not already agree a fee will be charged for this operation.

11 Warranty

The Seller standard warranty unless otherwise agreed will be 12 months from our ex-work delivery. Any defects or alleged non-conformances of our product must be informed in writing to the Seller with full details of the claim. This claim will be investigated and an action plan developed should we accept liability.

12 Damage, Loss in Transit or Returns

12.1 Return of goods Seller's written permission must be secured before returning the goods for credit, whether said good are nonconforming or defective or otherwise.

12.2 In order for any goods to be returned or replaced, the Buyer must examine the packaging and good on receipt and notify the Seller and the nominated earner of any shortage loss or damage within 3 working days of delivery. Any claim will only valid if the Buyer have examined the goods prior to signing an advice note. If the goods are lost in transit or there is a delay in delivery the Buyer must notify the Seller and the nominated carrier within 14 working days of the due delivery date.

13 Data Book Dossiers

Data dossiers are not provided as standard. Data dossiers requirement shall be defined within the inquiry. Unless otherwise agreed then standard Data dossier is deemed to consist of 1 hard copy.

14 Force Majeure

14.1 If an event occurs which is beyond the control of the Seller, for example but not limited to, industrial or government action, material shortage, war, natural disaster which delays of the good or prevents the goods from being supplied, the Seller may suspend without liability the contract.

14.2 If either party is delayed or prevented from performance of its obligations by reason of clause 14.1 for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay all Goods delivered performed as at the date of termination.

15 Severability

If any of these term and conditions are deemed void or unenforceable, they shall not form part of the Contract, but the remaining terms and conditions shall continue for force and defect.

16 Data Protection

Both parties agree to comply with the provisions of the Spanish Data Protection Law.

17 Third Party Rights

Any person who is not party to this contract has no right to enforce terms of this contract under the Contract.

18 Law

These terms and conditions are governed by the Laws of Kingdom of Spain and any disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Spanish Courts.