

# Sales terms

Except in case of agreement with INTARCON, the following general sales terms prevail:

## Price

The prices indicated in this list, except for typographical errors, are retail prices with cash payment, do not include VAT or indirect taxes, and will remain in force during the period of validity of this catalogue or until a new edition.

## Installation

The buyer admits that INTARCON's products are capital goods for integration in a refrigeration installation. To that effect, the buyer assumes obedience to any applicable law and to guarantee the quality of the installation, which, in any case, is to be done by an authorised installer.

## Orders

The orders are to be placed in writing and to be confirmed by the seller through a pro forma invoice indicating the shipping date. The seller reserves the right to refuse an order. Once manufacturing has started, no cancellations will be accepted.

## Packaging

Prices include standard packaging for road transport, not suitable for overseas transport.

## Delivery

The delivery of INTARCON goods is according to FCA INTARCON (Pl Los Santos, 14900 Lucena - Spain) according to Incoterms 2020 of the ICC. The only accepted delivery claims are those received in written on the delivering note within 24 hours from the delivery.

## Refunds

No refunds will be accepted without prior authorisation from the manufacturer and, in any case, an amount no less than 10 % of the purchasing price will be deducted as a return cost.

## Technical-features

The information and features in this catalogue are given as an indication, technical data can be changed with no prior communication, and should be confirmed when placing an order.

## Warranty

The seller guarantees the product against any manufacturing default for 12 months from delivering date.

During the warranty period the manufacturer will cover the repair of the product in its facilities, the replacement of the product or the supply of spare parts for defective components, which is less burdensome and technically feasible. The cost and taxes on the refrigerant are expressly excluded from the warranty coverage when it has not been supplied by the manufacturer in hermetically sealed appliances. The warranty does not cover on-site labour for the replacement of the product or spare parts, nor the indirect damages or consequential losses that may be attributed to the malfunction of the product. Specifically, the manufacturer may not be responsible for the Tax on Fluorinated Gases stipulated in Law 16/2013, emitted into the atmosphere as a result of a leakage of a refrigeration unit subject to a tightness and resistance test by the refrigeration installer and a periodic leak control according to Regulations 517-2014 on F-Gas and Safety for Refrigeration Installations, RD 138/2011.

## Payment

Unless agreement with the manufacturer, the payment of the invoices will be in cash. The seller of the goods reserves the right to block delivery of the orders in the case that any risk in payment is perceived.

## Lawsuits

INTARCON's product trade is ruled by Spanish laws. Any conflict or argument is to be submitted to the judgment of the Córdoba Chamber of Commerce. In case of disagreement, both parties will relinquish to any jurisdiction to which may pertain and they will submit to the Court of Lucena (Córdoba) Spain.