

General Sales Conditions

1. Order and Acceptance: The orders placed by the purchaser shall necessarily specify the product, quantity and place and date of delivery. The seller may accept or reject any order. The order shall be understood to be accepted unless the seller rejects it in writing within 10 days of being placed. Before accepting any order, the seller may enlarge or suspend the product range or any part of it. In placing the order, the purchaser declares that it has read and understood each and every one of these conditions and signs and expressly accepts their incorporation into the contract.

2. Offers: Offers are purely informative and are not binding on the seller until it has accepted the order. The seller reserves the right to review the price offered during and after this process.

3. Prices: All prices expressed include transport to the place designated by the purchaser, unless indicated otherwise in writing. The seller reserves the right to increase the price stated in the order if such increase is due to an increase in the cost of raw materials or transport, changes of legislation, or any other cause which the seller cannot reasonably avoid.

4. Delivery: Delivery shall be understood to be made in accordance with the International Commerce Terms (Incoterms) when the products have been delivered to the place of delivery which shall necessarily be stated in the order. If the purchaser or its consignee do not collect the products or any part of them in the agreed dates and places, the seller may, at its own choice, cancel the said delivery and any other pending deliveries, charging to the purchaser all losses suffered, or store the products on the account, cost and risk of the purchaser, which must pay all costs and expenses thus incurred. The same rule shall apply in any cases in which the purchaser asks for delivery of the products to be delayed or for the products to be stored on the seller's premises until they are collected or delivered. Shipment or delivery dates are given in good faith and the seller shall do everything in its power to ship or deliver on the said date. Nevertheless, delay in shipping may never be understood as breach of the contract. Any claim for delay must be made in writing within 10 calendar days following the date of delivery of the material: otherwise, no liability or charge for delay shall be accepted.

5. Inspection and communication: The purchaser is obliged to inspect the products at the moment of delivery and to inform the seller, immediately and in writing within a period no greater than seven (7) calendar days of the delivery date, of any shortage, defect or deterioration in the delivered products. Defects in quality or quantity of any delivered product shall not be grounds for cancellation of any pending orders. Any difference between the quantity or lengths of the delivered products and the ordered products shall not give rise, due to the mere fact of such difference, to any claim for breach of contract. In the case of non-standard products (or products made to customised order), and only if the difference is less than 5%, the purchaser will be obliged to pay the price of the quantity of products actually delivered to it.

6. Reels: The reels and pallets on which the products are delivered shall be charged to the purchaser by the seller, who shall return to it the percentage stated in the current sales tariff of the amount charged for the reels or pallets if these are returned to the seller within 2 years of delivery, carriage paid and in good condition. The admission of reels and pallets into the seller's warehouses shall be decided by the seller's own technicians. Any defective reels and/or pallets shall be rejected at the moment of arrival.

7. Description and guarantees: The seller guarantees that the products delivered to the purchaser are in saleable condition and conform to the description contained in the contract. The seller's catalogues, price lists, Internet websites or any publicity material are of an informative and approximate nature, are subject to change without prior notice, and do not form part of any contract whatsoever.

8. Limitation of liability: The seller's liability for any defect of the product or delay in delivery shall be limited, at the seller's choice, to the replacement of the products in question or the refund of the price paid by the purchaser following the return of the product. The seller shall not be liable for any loss of profits, earnings, clientele, data or any direct or indirect loss arising out of this contract or in relation herewith or due to any infringement or non-fulfilment hereof (excluding the case of wilful misconduct by the seller). The seller does not guarantee the resale,

These general terms and conditions of sale shall be applied to all products sold by the company Draka Cables Industrial, S.L.U., to its customers. Any other terms and conditions different from these conditions shall not be effective, unless agreed otherwise in writing between the said customers and Draka. These terms and conditions cancel all previous discussions, proposals, agreements or contracts, verbal or written, between the parties and their agents or advisors.

handling and use of the product for uses different from the instructions and recommendations approved by the seller. The seller declines any liability on all material of the purchaser's property stored in the seller's warehouses. Returns of products will only be accepted if they are in good condition and by written agreement and with all expenses being on the purchaser's account. Returns of products specially manufactured in accordance with the customer's requirements will not be accepted.

9. Force majeure: If, for reasons of fire, accident, warfare, strike, lock-out, mutiny, riot, stoppage of production plants, seizure, restriction or shortage in energy supply or transport, government prohibition or restriction or any other cause (whether or not of the same nature as the foregoing) beyond the reasonable control of either of the parties, the seller is unable to carry out or sees postponed, delayed or impeded the shipment or delivery of all or a part of the products in the place and on the date set for their delivery, a reasonable postponement shall be granted for compliance or, if pertinent, the delivery shall be cancelled without penalty. In any case, the seller shall not be liable in any manner for any losses or damages suffered which may arise directly or indirectly out of or as a consequence of the aforementioned events or occurrences.

10. Conditions of payment: Payment for supplies shall be made in the form and in the period stipulated by the purchaser in the order, unless stipulated otherwise in writing. The seller retains the property right on any product supplied until full payment has been made for it. The seller reserves the right to cancel any incomplete order or to suspend delivery in the event of the purchaser failing to comply with any of its obligations, or if the seller considers that the purchaser is not in a position to comply with its obligations. The seller reserves the right to charge a monthly interest consisting of the Euribor plus 4 points on any unpaid amount. Any payments outstanding or unpaid due to lack of liquidity or insolvency proceedings shall entitle the seller to suspend the contract in progress without prior or written notice.

11. Independence of clauses: The fact of any clause being declared void shall not affect the validity or enforceability of the remaining clauses.

12. Confidentiality: The purchaser shall maintain the confidentiality of any information relating to the seller's products or business (whatever the source of information). This restriction shall not extend to any information required from the purchaser by any administrative or judicial authority or by the Ombudsman.

Any contract subjected to these conditions shall be governed and interpreted in accordance with Spanish Law. The parties expressly waive any other jurisdiction which may correspond to them and submit to the courts and tribunals of the city of Barcelona for the settlement of any dispute which may arise in relation with this contract.



Draka

Can Vinalets, 2
08130 Sta. Perpètua de Mogoda
Barcelona
Tel. +34 93 574 83 83
Fax. +34 93 560 13 42
es-dcb-info@draka.com

www.draka.es
Atención al cliente 902 317 318