

# General sale conditions

Our acceptance of an order entails, in any event, that the buyer accepts the following general conditions of sale and supply:

## 1. Source of supply

ZALUX luminaires can be obtained through our established network of distributors in the different countries.

## 2. Offers

The written, oral and telephone offers are without compromise. The delivery of offers does not oblige us to accept the order. All orders and compromises are only valid if we have expressly ratified them in writing.

## 3. Prices

The prices of the Price List in force are understood to be for materials in stock. We reserve the right to modify the prices; if it is possible, said variation will be communicated in the best possible time.

## 4. Delivery Time

Delivery time will be confirmed individually once the order is accepted. Delivery time set by ZALUX, S.A., will be respected and only modified due to production or force majeure. Delay will be communicated to the customer in advance, for his approval. Delivery delays will not allow the buyer to neither cancel the order nor to apply any penalty nor indemnifications for it, except for the case that it has been specifically agreed in advance.

## 5. Orders

ZALUX, S.A., can unilaterally annul current orders, if the circumstances of a main force that impede their completion should occur. Understood as circumstances of a main force: industrial disputes, labour disruptions, shortage of raw materials, etc. The buyer cannot annul orders for specially made materials without our written agreement. In case of acceptance on our part, the expenses incurred up to the moment of cancellation will be charged to the buyer.

## 6. Packaging

The products are sold in their original cardboard package. Under certain circumstances or the buyer indicates to us to use another package, it will be charged to the buyer at its cost price.

## 7. Transport

With the delivery of the merchandise to the transport agency the delivery is considered to have been correctly made. The risks of transport of the consignment of our products are on the buyers' account. They can only reclaim from the transport agency for the damages incurred during transport. We will with the utmost pleasure collaborate and support their reclamation with details, etc.

## 8. Measurements

The measurements are given in millimetres in the descriptions of the models. We reserve the right to introduce small deviations in the measurements as well as modifications due to improvements to the models. The price would be susceptible to variation in this case.

## 9. Reclamations

Reclamations relative to numerous faults and defects will only be valid if the proper reclamation has been sent within the seven days as from the reception of the merchandise. If the reclamation is founded and the merchandise is in its original state, the corresponding acceptance will be sent.

## 10. Return of Material

Return of material will not be accepted for reasons of mistaken instructions, shapes, quantities or material to be repaired, if we have not previously given our written authorisation. Those returns must be sent DDP ZALUX and 30% demerit of the original value will be applied. We do not accept the return of specially made products.

## 11. Property rights

In all cases and even against a third party, ZALUX, S.A., conserves the full ownership of all the supplied materials, in the case that the full agreed payment has not been settled.

## 12. Patent rights

All the models in this catalogue are protected by law. Legal action with right to redemption will be taken against anyone making imitations.

## 13. Reprints

Total or partial reproduction of this catalogue is forbidden without the corresponding written authorisation of ZALUX, S.A.

## 14. Payment

The form of payment will be established at the time of making a firm order for the merchandise, in accordance with the usual standards in ZALUX, S.A.

## 15. Jurisdiction

For any question that could arise in the completion or interpretation of these general rules, the contracting parties, with expressly renouncing any local law code that could correspond to them, will be submitted expressly to the Magistrate Law Courts of Zaragoza.

## 16. Modifications

ZALUX, S.A. in its continuous improvement process, reserves the right to modify its technical specifications without any previous notice.

The buyer is responsible that the product purchased in components, once fully wired, meets the requirements of the respective country.