

## **KOBOL** KOBOL Terms of Sale

### **1. General**

- 1.1. These general terms and conditions cover all Kobol Refrigeration S.L. equipment sales.
- 1.2. Sales orders require the full and unreserved acceptance of these terms and conditions of sale, therefore the customer shall waive the right to impose its own purchase conditions.
- 1.3. The fact that Kobol Refrigeration S.L. may at any time forego any of the terms and conditions of sale herein shall not be interpreted as foregoing any of these conditions at a later date.

### **2. Offers, Acceptance, Modification and Cancellation of orders.**

- 2.1. Unless otherwise agreed, offers and quotes are valid for a period of 30 days only.
- 2.2. Kobol Refrigeration S.L. is bound not by written or verbal orders drafted by its employees, but by written confirmation signed by the purchaser of the corresponding offer.
- 2.3. An order accepted by Kobol Refrigeration S.L. triggers the start of the manufacturing process, and can no longer be modified in any way, unless the modification is requested in writing by the customer within 5 working days of Kobol Refrigeration S.L.'s receipt of the purchase order.
- 2.4. Any change in the order shall result in a change to the originally planned delivery time.
- 2.5. For changes requested more than 5 working days after the manufacturing order is received, a quote will be given, for its acceptance, regarding the extra costs that the requested change entails.
- 2.6. For cancellations of orders accepted by Kobol Refrigeration S.L., the works performed and materials purchased for the order will be billed to the customer on the date of the order cancellation request.

### **3. Shipping and transportation**

- 3.1. Unless otherwise specified in the order confirmation, the materials or equipment ordered will be delivered by Kobol Refrigeration S.L. to the customer either directly or by a carrier designated by the buyer. FCA Av. Leizaur, 67 31350 Peralta (FCA Incoterms 2020).

3.2. The transportation of materials of equipment shall be at the risk and expense of the customer or of the addressee designated by the customer for any purchase of delivered materials. In the event of damage, defect or non-compliance of the materials with the delivery note, the customer is entitled to make all the necessary objections and submit its reservations about the shipment in writing to the carrier, within the deadline laid down by current regulations.

3.3. Without prejudice to the provisions to be adopted with regard to the carrier, complaints regarding apparent defects or non-compliance of the delivered materials shall be filed in writing no later than 48 hours after delivery.

3.4. The delivery times indicated on receipt of the order are purely indicative. The customer will be informed as soon as possible of any delays.

3.5. Kobol Refrigeration S.L. reserves the right to make partial deliveries, in agreement with the customer, and to bill them separately.

3.6. Since the delivery times are indicative, the customer waives any right to compensation in this regard, and failure to respect delivery times shall not give rise to any right to seek compensation for damages, or to suspend and/or cancel ongoing orders.

## **4. Storage costs**

4.1. Any request by the customer to suspend the delivery shall result in the billing of storage fees, amounting to 5 Euro/day/sq.m.

4.2. Kobol Refrigeration S.L. reserves the right to charge the storage fee from the 8th day on which the materials or equipment has been made available to the customer.

## **5. Returns**

5.1. With the exception of the special conditions related to the warranty, no material may be returned without the prior written consent of Kobol Refrigeration S.L. The return is at the buyer's own risk and expense. Any material returned without the prior written consent of Kobol Refrigeration S.L. shall be put at the customer's disposal, at its risk and expense.

## **6. Price**

6.1. The materials shall be delivered at the prices listed and at the rates in force at the time the order is accepted. Prices are exclusive of taxes.

6.2. Unless otherwise stated, prices are CFA in Av. Leizaur 67, 31350, Peralta. In cases in which the parties agree on an ex-works price, the costs arising from the use of an exceptional mode of transport, requested by the customer, will be at the latter's expense.

## 7. Payments

7.1. Unless otherwise specified in the order confirmation, the standard payment period is:

- a) First purchase: payment in advance.
- b) Second purchase: 30% advance payment, 70% paid on delivery.
- c) 30 days from the billing date.

7.2. Payments are made to the order and billing address of Kobol Refrigeration S.L. For the purposes of this article, payment is taken to mean not only as the handing over of a bill of exchange or cheque, entailing a payment obligation, but also the fulfilment of this commitment within the agreed deadline.

7.3. The payment deadline specified in the contractual invoice must be met. Failure to meet this deadline will result in the application of late payment penalties, equivalent to a minimum of 3 times the legal interest rate, suspension of deliveries until full payment of the sums due (principal and interest), removal of all price discounts, bonuses or special benefits provided for in the sales terms of Kobol Refrigeration S.L., including those agreed but not yet settled by Kobol Refrigeration S.L. towards the defaulting customer. Kobol Refrigeration S.L. also reserves the right to cease all commercial dealings with the customer.

7.4. If payments are not made on the scheduled date, all money due under the order in question and all other payments due to Kobol Refrigeration S.L. shall immediately become payable no matter what conditions had previously been agreed, and without prior notice. This condition is also applicable if there is a change in the legal capacity or professional activity of the customer, a business transfer or lease, or transformation into a commercial enterprise, or there are changes to its general management or its directors or to the legal form of this enterprise, or its financial situation, negatively affecting the customer's credit.

7.5. In the case of payment by bill of exchange, the non-sending of bills shall be considered as a rejection of acceptance, similar to a payment default. In addition, when the payment is in instalments, non-payment of a single instalment shall make the entire debt immediately payable, without prior notice.

7.6. As a penalty clause, the defaulting customer shall pay an extra 10% based on the total amount claimed, with a minimum of 1,000 Euro.

7.7. The customer may not suspend payments or suspend the due date for any reason whatsoever without the prior written consent of Kobol Refrigeration S.L.

7.8. In addition, for those cases outlined in section 7.5. or if the customer fails to fulfil any one of the obligations arising from these terms and conditions of sale, Kobol Refrigeration S.L. reserves the right to cancel the sale. This cancellation will take effect 10 days after a notice is issued by registered letter or fax, demanding payment, to which no response has been given. If the sale is cancelled, the customer undertakes to return to Kobol Refrigeration S.L. the materials in question,

without delay and at first request, the shipment being at its own risk and expense.

## 8. Complaints

8.1. Claims for order non-compliance shall be notified by email to: [sales@kobol.es](mailto:sales@kobol.es), giving details, with serial number and photos, within 15 days of receiving the goods. Complaints sent after this time shall not be considered.

## 9. Warranty

9.1. Kobol Refrigeration S.L. guarantees that its materials are free of any manufacturing and design defects, providing such manufacturing or design has not been undertaken by the customer, for a period of 12 months from delivery of the equipment or materials. Repairs/interventions performed under the warranty shall not have the effect of extending the warranty period. Until the warranty period expires, Kobol Refrigeration S.L. undertakes to replace or repair its defective equipment.

9.2. Excluded from the warranty:

- a) Normal wear and tear of the equipment during the warranty period.
- b) Normal wear and tear or deterioration due to negligence or lack of supervision or maintenance or mismanagement by non-Kobol Refrigeration S.L. personnel.
- c) A defect resulting from the customer's decision to act by itself or through third parties to make modifications or repairs.
- d) Glass and refrigerating fluids are not covered by the warranty.

## 10. Reservation of title

10.1. Kobol Refrigeration S.L. shall remain the owner of the delivered materials until full payment of their price and of the sums due under article 7 above, with the understanding that the customer shall assume all the inherent risks arising from their delivery.

The customer, as the custodian of the equipment or materials, is responsible for any damage arising after delivery, and shall take, at its own expense, the necessary measures to allow at any time identification of the sold materials.

10.2. Kobol Refrigeration S.L. reserves the right to claim back all materials in the event of non-payment on a due date or in the cases covered by article 7.3.

10.3. The customer that decides to return the equipment or materials shall meet all the relative expenses.

10.4. The customer shall immediately notify Kobol Refrigeration S.L. in the event of bankruptcy, non-payments or one of the procedures laid down in the company insolvency law, or in the event of its winding up, and shall immediately prepare, at its own expense, a complete inventory of the materials in its possession, which it will make available to Kobol Refrigeration S.L. so that the reservation of title clause can be applied.

10.5. If the materials have been used, or become obsolete or deteriorated, the resulting depreciation shall be taken into account to determine the residual claims of Kobol Refrigeration S.L. in relations with the customer. In addition, the customer shall not alter or remove the identifying marks on the materials and on the packaging.

## **11. Confidentiality**

11.1. The studies, documents, data and information provided by Kobol Refrigeration S.L. to the customer or that come to the latter's knowledge during the execution of the order shall remain the property of Kobol Refrigeration S.L., unless otherwise agreed, and shall be provided on request.

11.2. All the above documents shall be considered confidential, and shall only be disclosed to third parties, even if they are entitled to have a knowledge of them, if duly authorized in advance in writing by Kobol Refrigeration S.L.

## **12. Applicable law and dispute resolution**

12.1. The order is subject to Spanish law. If the parties fail to resolve a conflict that might arise in an amicable manner, the Chamber of Commerce and Industry of Navarra is granted exclusive jurisdiction to resolve the conflict, even if other parties are involved.