

GENERAL CONDITIONS OF SALE

These general conditions of sale (*) apply strictly to all sales of products made by GOLMAR Sistemas de Comunicación, SA (hereinafter GOLMAR), except for any other specific written agreement with the customer.

Prices, payments. -

Prices are listed in the current official price list and are per unit and in euros. They are for sale to the public and do not include VAT, shipping, or other taxes, fees, or charges.

Payments shall be made to GOLMAR within the agreed terms and for the amounts agreed. Failure or delay in payment of any sum owed to GOLMAR may result in the application of the provisions of Law 3/2004, of December 29, to the suspension of the execution of other pending orders and, after 60 days have elapsed without any amount owed being paid, to the termination of any existing contractual relationship between the parties.

Deliveries and availability. -

Product availability is immediate from the central warehouse, except in exceptional circumstances, under pre-order conditions, or with a delivery time "to be consulted". Delivery times are always approximate, and penalties for late delivery are not applicable.

Shipping. -

Freight charges for non-urgent shipments to the Peninsula and Balearic Islands will be paid for full delivery notes with a minimum amount of 600€. For shipments to the Canary Islands, the minimum amount is 1,200€.

In both cases, they will be handled by a transport agency chosen by GOLMAR.

In cases where the merchandise travels at the customer's expense and risk, shipping, insurance, and other costs inherent to the shipment of the goods are the customer's responsibility.

Returns. -

All product returns must always be authorized in advance by GOLMAR. Returns due to causes beyond GOLMAR's control will be subject to a 15% depreciation of their purchase value.

Before returning products, it is essential to submit a "Return Request" to GOLMAR, stating the reasons for the return and the details of the associated invoice. "Return Requests" are not accepted after 30 calendar days from the date of purchase.

Once this request has been accepted in writing, the customer may return the products. These products must be in perfect condition and available for sale with their original boxes and intact packaging, with shipping costs to be paid by the customer.

Returns of used, discontinued, special, custom-made, or non-original products will not be accepted. Special products are defined as those not included in the current rates.

Claims. -

The customer agrees to review the quantity, correspondence, and integrity of the products received in each shipment within a maximum of five days from the delivery date. After this period, no claims will be accepted for the aforementioned reasons.

Reservations. -

A retention of title is established for products purchased by a customer in favor of GOLMAR until full payment has been made. The risks inherent in the products supplied will be transferred to the customer upon delivery by GOLMAR.

Any payment by check and/or promissory note is for payment purposes only. Ownership of the products will transfer to the customer upon full settlement of the debt.

The delivery of a check and/or the simultaneous establishment of a financial relationship is not considered redeemable. Payments will always be considered to cover outstanding invoices.

Samples. -

GOLMAR does not provide products as samples or for testing. Any delivery of products will be considered a sale, meriting a commitment to pay under the conditions agreed upon delivery, and in accordance with current legislation.

Warranty. -

The warranty conditions offered by GOLMAR to its customers are specified in a document provided for this purpose. This document forms part of these general terms and conditions of sale.

Jurisdiction. -

In the event of a dispute between the parties regarding the fulfilment and execution of these conditions, the Courts and Tribunals of Barcelona shall have sole jurisdiction, with Spanish law applying. The parties expressly waive their own jurisdiction and rights if they differ from the above.

(*) GOLMAR reserves the right to modify these general conditions of sale, as well as the prices and technical and aesthetic characteristics of the products without prior notice.

January 2025

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Warranty. -

Golmar Sistemas de Comunicación SA (hereinafter GOLMAR) will respond to the lack of conformity of its products from the date of its sales invoice for a period of 3 years, if it is verified that it is a consequence of a defective component or manufacturing fault, provided that it is notified without delay after its appearance and complying with the terms set out in current legislation.

Products processed as warranties that do not comply with the provisions of this section and GOLMAR's general sales conditions will be considered out of warranty.

The warranty consists of the repair or replacement of the elements that have been found to be defective, either due to material or manufacturing defects. GOLMAR will respond to all warranty claims from its customers and in the cases provided for in Article 125 of Royal Decree-Law 1/2007.

The warranty does not cover deficiencies, damages or breakdowns caused to the products by: improper or negligent use, impacts, vandalism, repairs or manipulations not carried out by GOLMAR or by Technical Services authorized by GOLMAR, causes beyond the design or manufacture of the product (for example, power supply failures), incorrect installation or start-up of the equipment or carried out in places not suitable for the correct operation of the equipment, failure to follow the instructions in the product manuals, adverse environmental conditions, chemical or electrochemical effects or by contact with inappropriate substances, scratches or scrapes that do not affect normal operation, inadequate or non-performed maintenance of the equipment or installations, damage during transport or during unpacking not attributable to the manufacturer, use of the product with accessories or other products of a type, condition or standards not specified by GOLMAR, or absence or illegibility of the serial number label.

The liability of GOLMAR and its employees, subcontractors and suppliers for claims arising from the performance or non-performance of their contractual obligations shall not exceed the basic contractual price in the aggregate and shall not in any event include damages arising from loss of profits, revenue, production or use, capital costs, downtime costs, delays and claims of the Buyer's customers, loss of anticipated savings, or any other special, indirect or consequential damages.

Digital services and continuity of service: For all digital services associated with a product supplied by GOLMAR, the warranty and service continuity period for its customers is 3 years from the date of the sales invoice. GOLMAR will provide at least 6 months' notice in the event of closure or interruption of service, maintaining the warranty described above. Substantial changes to the contractual terms of service will be notified at least 3 months in advance.

Note:

Components and products replaced during the warranty period will remain the property of GOLMAR.

GOLMAR is not responsible for the data or information in any electronic format stored in the products or components, nor for their preservation, integrity, or restoration, during the time or process of repair or replacement of products and/or components.

The validity of the warranty is subject to the existence and correspondence of the purchase invoice.

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