



TERMS AND CONDITIONS OF SALE

1. PRICES

- 1.1 Product prices are given in Euro and exclude VAT.
- 1.2 The price of the goods will be the price in EURO set out by GUIL S.L. in the pro-forma invoice, valid at the date of acceptance of order.
- 1.3 Prices given are Ex Works (EXW) GUIL Warehouse, L'Alcúdia (Spain). Shipping, insurance, customs and sales tax or duty of any nature whatsoever applicable to the sale or delivery are not included, unless otherwise agreed in writing.
- 1.4 Prices include export packaging of the goods.
- 1.5 GUIL S.L. reserves the right to change its prices at any time, not being responsible for any typographical errors that may appear in the price list, pro-forma or website. Prices are those which are in force on the date of dispatch. Please check prices and special offers.

2. ORDERS

- 2.1 All orders must be made in writing (by fax, e-mail or enquiry form on our web page), clearly indicating the models required as per our catalogue.
- 2.2 Orders will have to be signed and stamped by the buyer. In any case, acceptance of delivery of goods will be deemed conclusive evidence of the Buyers acceptance of these Conditions.
- 2.3 There is no minimum purchase quantity.
- 2.4 GUIL reserves the right to accept an order or not.
- 2.5 GUIL reserves all rights to make changes as far as design, weight and characteristics without notice, not being made responsible for any typographical errors that may appear in this website.
- 2.6 Any order implies the acceptance of our sales conditions.

3. PAYMENTS

- 3.1 Customer orders will only be accepted with an advance payment by bank transfer, cash deposit or postal order, free of any charges or commissions to our account. The expenses generated by the payment conditions selected by the BUYER are at his expense. Note: The receipt of payment should be sent to GUIL via fax/e-mail. Cheques are not accepted. For other payment methods a general administration fee will be charged.
- 3.2 All goods will remain the property of GUIL until the price of such goods has been paid in full.
- 3.3 GUIL may at any time suspend the provision of the goods if the buyer is late in making the payment.

4. DELIVERY

- 4.1 The merchandise is shipped at the buyers own risk.
- 4.2 The method of dispatch may be selected by the customer, if 'Freight Forward' the agency will be chosen by the buyer. If the customer wants 'Carriage Paid' terms, GUIL reserves the right to arrange the dispatch through the transport company/courier of their choice.
- 4.3 The buyer shall inspect the goods immediately upon receipt. Any complaints regarding damage, delays or loss must be forwarded to the carrier, as well as to GUIL, in written form within 24h of the receipt of the goods.
- 4.4 GUIL will not accept any complaint regarding quantity, missing accessories or incorrect articles after 7 days following the customer's receipt of the goods.

***IMPORTANT*:** Please check all goods as soon as you have received them to verify they are in perfect condition. If there are visible damages on delivery you MUST make a note on the delivery note (all copies). If you don't have time to open the packages before the courier leaves you must write on the delivery note: "RECEIVED, WITHOUT INTERNAL INSPECTION".

Whether the damages are visible or you find them after the lorry has gone you must send us pictures of said damages within the specified time limits (no later than 24 hrs) to be able to make a claim.

NOTE: If the goods are delivered directly to your customer they must also be informed of the above.



5. RETURN OF GOODS

5.1 No goods will be admitted in return without a written authorisation from GUIL.

5.2 If when you receive the goods you are not happy with the product, you have seven (7) days, from the date of reception, to make a claim to return it.

5.3 The freight for returning the goods will be paid by the customer, who will make sure the goods are returned with reinforced packaging so that they arrive in perfect condition.

5.4 The returned goods will be refunded with a depreciation of 5 to 20 % due to extra handling, examination and paperwork.

5.5 If GUIL were to, exceptionally accept an article in return, it would have to be in perfect condition and be returned in its original packaging together with manuals or accessories.

5.6 Discontinued products will not be accepted for return or refund.

5.7 Defective goods or incorrect shipments, that will be returned carriage paid by GUIL, must be communicated within seven (7) days of receipt of the goods.

6. WARRANTY

6.1 GUIL warrants that goods shall be free from defects in material and workmanship for a period of 24 months from the date of the invoice, unless otherwise specified.

6.2 This guarantee exclusively covers the replacement of defective parts and labour costs.

6.3 This warranty does not extend to any product which has been:

- Subjected to misuse, neglect, accident or abuse.
- Improperly repaired, altered or modified in any way without GUIL's specific permission.
- Incorrectly operated; used in violation of instructions provided by GUIL.

6.4 GUIL is not liable for personal injury or material damage resulting from negligence, incorrect use, adaptation or maintenance of the goods.

6.4 All products returned must be shipped 'Carriage Paid' by the customer. Defective goods returned under guarantee must be shipped 'Carriage Paid' and must include a written specification of the anomalies and damages observed. Any goods sent without carriage paid will be returned.

6.5 In the case of components manufactured by third parties, the guarantee period will be decided by the manufacturer of each part.

6.6 In the case of products that have been manufactured by GUIL according to buyer's specifications, drawings or models, GUIL cannot be responsible for the technical quality. In any case, these products are not guaranteed.

6.7 The Technical Service at GUIL has a minimum charge established, for special quotes and repairs, that will be confirmed in each case.

7. APPLICABLE LAW, JURISDICTION

These terms and conditions shall be governed by and construed in accordance with Spanish law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Spanish courts.