

# Zummo general terms and conditions of sale

## 1. Validity and application

**1.1** The General Terms and Conditions governing sales by Zummo Innovaciones Mecánicas, S.A., hereinafter referred to as Zummo, will be applicable to all sales orders, quotes and pro-forma invoices requested and/or confirmed by the customer.

**1.2** The present General Terms and Conditions of Sale constitute a total agreement between the parties. Any alteration must be made in writing and signed by a duly authorised representative of each of the parties.

## 2. Products

**2.1** Zummo manufactures and sells the items that appear in its current official catalogue.

**2.2** Zummo reserves the right to modify the specifications of the product(s) without prior notice.

## 3. Orders

**3.1** All orders must be placed in writing, by fax or electronic mail.

**3.2** The order must state the reference number(s) of the item(s), the number of item(s) being ordered and, in the case of export orders, the voltage and frequency required.

**3.3** Where replacement parts are being ordered the name of the model of the machine must be stated along with its serial number. Should these references not be known you can request an exploded diagram of the machine.

**3.4** Orders for special machines or for machines with modifications, that are different to those on the standard price list, must be specified very clearly on the order form and customers will need to wait for Zummo to formally accept the order and confirm a delivery date.

**3.5** Where the merchandise is to be delivered to an address other than the customer's company address the order form should state very clearly: "Delivery address" and "Billing address".

**3.6** If you wish to know the cost of your order you should request a quote when you place the order (domestic market).

**3.7** Where an order is cancelled Zummo reserves the right to make such charge as it deems appropriate to cover administrative costs.

**3.8** Any modification to the conditions of sale of our products as regards prices, transportation and methods of payment must be agreed with our sales staff in advance.

**3.9** We reserve the right to decide whether or not to accept orders from customers that have not fulfilled previous contracts.

**3.10** The prices indicated in the price lists do not include taxes and are "Ex-works" from the Moncada (Valencia) factory.

**3.11** Urgent orders will be despatched via urgent transport, the cost being payable by the customer who must accept to cover said cost prior to the goods being despatched.

## 4. Prices

**4.1** Prices will be those that are applicable on the date the order is placed. Zummo reserves the right to change prices without prior notice.

**4.2** The list prices do not include taxes or the WEEE levy.

**4.3** Quotes sent to customers for them to accept will remain valid up until the date stated on the quote.

## 5. Delivery dates

**5.1** Items in stock: 2 days\* if the total number of items is less than 20 and 5 days\* if the total number of items is equal to or more than 20. ZUMMO will advise of any variation on these timescales.

\* Timescale within which the merchandise is ready for despatch from the warehouse.

**5.2** Items to order: The delivery date will be that advised by the sales staff.

**5.3** Where payment is made in advance the timescale for delivery will commence from the date on which the funds are received.

## 6. Method of payment

### 6.1 Machines

- First transaction: By Bank Transfer in Advance.

- Subsequent orders: The method of payment will be agreed with and approved by Zummo. Please ask about credit term options.

### 6.2 Replacement parts

- By Bank Transfer in Advance.

- By Bank Giro debited from the customer's account no later than 15 days after the invoice is issued. This option must be expressly agreed by Zummo.

- Cash on delivery (providing the transport used has been contracted by Zummo).

**6.3** Credit and/or other payment terms granted to the customer will be cancelled should an invoice remain unpaid by the due date. In such a situation no further goods will be despatched until all amounts owing have been received.

## 7. Guarantee

**7.1** Zummo guarantees its products for a period of three years (check specific terms and conditions for each model) through your official distributor, starting from the date of the invoice to the distributor, as per the following conditions:

- The guarantee will be valid only upon presentation of the invoice number, serial number and statement of the number of cycles the machine has run.

- The manual for each machine states the precise terms of the guarantee and the reasons that would make it invalid.

- Repair or replacement of parts during the period covered by the guarantee does not imply any extension to the expiry date of the guarantee.

- Original replacement parts are guaranteed for 6 months.

**7.2** An "Order under Guarantee" form is available. For us to be able to respond to an order under guarantee it is essential that the "Order under Guarantee" form be completed. It can be requested by phone (+34 961 301 246) or by e-mail: administracion@zummo.es

## 8. Complaints

**8.1** A "Complaints and Suggestions" form is available that you can fill in and return to us by fax (961.301.250) or by e-mail: calidad@zummo.es. Zummo reviews these forms and takes any measures that might be appropriate.

**8.2** With regard to complaints relating to transport it is incumbent upon the customer to properly examine the state of the merchandise upon receipt. Should any abnormality sustained during transportation be detected the customer should lodge the relevant complaint, describing the defect or damage observed (machine has sustained a blow, machine damaged, defective packaging etc.) on the transport company's delivery note.

This report should be sent to Zummo by fax (961301250) or by e-mail (administracion@zummo.es) attaching a copy of the delivery note, within 24 hours of receipt of the goods. Once 24 hours have elapsed following delivery it will be understood that the customer has accepted the goods.

## 9. Returns

**9.1** Any customer wishing to return a Zummo product must advise Zummo by fax (961 301 250) or by e-mail (administracion@zummo.es) in order for the request to be assessed and subsequently authorized.

**9.2** Where the return is accepted:

- The merchandise must be delivered back to Zummo within a week, in perfect condition, in its original packaging and with the appropriate documents, stating the reason for the return and the name of the member of Zummo's staff who authorised the return.

- Refund of money paid in respect of the merchandise returned will be determined on the basis of an assessment made when the merchandise is inspected upon receipt at Zummo's facility.

- If Zummo has not caused the damage the customer will be liable to cover all costs relating to the carriage and inspection of the merchandise, all associated management costs and all packaging costs.

- Where the cause for the merchandise being returned is attributable to Zummo then the merchandise will be returned using Zummo's authorised carrier.

## 10. Safety

**10.1** Zummo ensures that its products and the procedures used in their manufacture comply with the current regulations detailed in the current User Manual and official catalogues.

**10.2** Any alteration made by the customer to the specifications of the product will be their sole responsibility.

## 11. Data protection

**11.1** In accordance with Law 34/2002 regarding Electronic Mail and Services provided in an Information Society and with Organic Law 15/1999 regarding the Protection of Data of a personal nature, customers' personal data will be registered on a customer and marketing database for customer relations purposes, to inform customers about our products and send customers promotional and advertising material.

**11.2** Customers may exercise their right to Access, amend, cancel and contest by writing to Zummo Innovaciones Mecánicas S.A. C/ Cádiz nº4, 46113 Moncada, Valencia (Spain) or by e-mail to: zummo@zummo.es

## 12. Applicable Law and Jurisdiction

The present General Terms and Conditions of Sale will be governed by Spanish law. The parties expressly waive any other jurisdiction to which they may be entitled and will submit to the Courts and Tribunals of the city of Valencia for the purposes of resolving any dispute that may arise in relation to these General Terms and Conditions of Sale.

## 13. Use of the brand

Zummo Innovaciones Mecánicas S.A. is the legal owner of all items and devices used to market its products and services especially the associated brands, designs and patents and any use of these on/ in products or their component parts, company names, promotional or sales literature, commercial documents, advertising material, the Internet or any other medium requires the prior express written consent of Zummo.

## 14. Validity of the Price List

This Price list will come into effect on 2nd January 2014 and will remain valid until 31st December of that year.