

Necessary information to accept an order

For an order to be accepted by Electro A.D. (EAD) is completely necessary to send a Fax or an E-mail to formalize the order via the following:

- Via Fax at +34 93 772 84 91.
- Via E-mail at comercial@electroad.es and antonio.donado@electroad.es.

The following data must be indicated:

- Pump model, voltage and quantity.
- Data for the invoice: Name of the Company, Complete Address, VAT number and contact person.

Once the order's confirmation is submitted by EAD to the Client, no changes, modifications and/or cancellations will be accepted. If the Client does not accept the goods or does not proceed to pick them from our facilities, the amounts paid won't be reimbursed by EAD.

Delivery Terms

IMPORTANT

EXW (EXWORKS): EAD will inform about measures and weight so the Client can manage the withdrawal.

Delivery time: 3 or 4 weeks starting from the payment of the proforma invoice (for less than 100 units).

Minimum order: for spare parts the minimum order is 100€.

The packaging is an expense of EAD except the pallet if this one is necessary.

Terms of Payment

IMPORTANT

Bank transfer with payment in advance. EAD will not start to produce the order before receiving in the bank account the amount agreed on the proforma invoice.

Limited Warranty

EAD ensures that all of its products will be free from defects in material and manpower and will provide repair or replacement for **1 year** from the goods delivery date if indeed the product had defects related to original materials or workmanship.

EAD limited warranty consists of the repair or replacement of any of the elements proved as faulty in the conditions specified hereinafter. EAD reserves the option of either fully replacing or repairing the product and also the possibility of replacing faulty elements for new or updated ones.

This warranty shall only be valid if EAD receives the faulty product within the period covered by the warranty and properly identified by the serial number. The serial number located in the product's label cannot be altered, erased or be illegible. EAD is entitled to deny any warranty service if any of the prior requirements does not comply.

When sending a pump for examination the Client should provide EAD correct information about the pumped medium. Products that have been used with dangerous or aggressive gases/liquids must be cleaned completely before being sent to our facility.

Repairs/replacements shall be carried out in EAD facilities unless EAD agrees specifically with the Client otherwise.

Dismantling, freight, shipping, customs, taxes or other costs originated by the dispatch to EAD facilities of faulty material are at the Clients' expense. Once the product is received and EAD verifies that indeed the product is under applicable warranty the shipping back to the Client is at EAD expense.

The repair or substitution of a faulty element shall not mean a change on the beginning of the 1 year warranty period. This period remains the same from the date of the original delivery. However the repaired or substituted element will have a **3 month** warranty starting from the warrantied goods delivery date.

Before the substitution of any element under warranty, EAD may demand the return of the replaced elements, which will remain his property.

EAD warranty does not cover product faults or damages caused by any of the reasons stated below:

- wrong operation, inappropriate use, incorrect assembly or handling or any other negligence by the Client or third party including:
 - Installation, use or maintenance of the product not following EAD instructions stated on this link (<http://electroad.es/html/PDF/EAD - General Instructions for Installation and Use rev0.pdf>).
 - Installation or use of the product not following the technical or safety regulations from the country where it is used or installed.
 - Treatment which may cause damage or physical changes, superficial or in the product's appearance or damages in parts of the pump.
- Changes in the design or model, adjustments or adaptations of the product by the Client or third party, including:
 - Updates of the product not considered in the specifications or characteristics described in the user's guide.
 - Product modifications to adapt it to the technical or safety regulations of countries while the product is not specifically designed or manufactured for those countries.

- Changing any of the parts for others from third's companies.
- c) Any maintenance not carried out by EAD qualified staff unless EAD agrees with the Client.
- d) The periodical maintenance, repair and substitution of spare parts and final products from use, wear and tear, nor those materials likely to undergo periodic maintenance during the product's life such as rubber parts, motor brushes or other.
- e) Any accident or similar related to handling of liquids, chemical products and other substances, burns, floods, vibrations, excessive heat, inadequate ventilation, power overload, incorrect voltage supply, radiations, electrostatic discharges, including rays or other external forces and impacts.
- f) Any other anomaly or negligence alien to the product's own nature.
- g) Goods freight as conditions are Ex-Works.

No liability shall exist from conditions arising from the inability to use the product, or its inappropriateness for the specific purpose. It is the user's responsibility to determine the suitability of the product for any particular use.

In no case shall the warranty imply any kind of economic compensation for the damages originated from any cause, including consequential damages, among others, those damages or expenses caused to the machine where the product may be installed, those caused by a wrong performance of the product or related products, economic losses or image's damage.

Failure to pay shall entail EAD to rescind his warranty obligations. Moreover, the warranty shall be considered expired if, in case of breakdown, no proper measures to mend the damage are taken.