

Sales conditions

Auma Iberia, S.L.U. quotation is based on the below mentioned sales conditions which are binding as an integral part of our quotation and applicable for the total amount offered. Please be advised that any variations to our current revision and scope of supply such as additional technical requirements, variations in the technical aspects of our scope, reduction, or augmentation of quantities, will implicate a revised commercial and delivery impact.

Applicable Law and Arbitration

The terms and Conditions of Sales and the contractual agreement shall be governed by Spanish Law and any disputes arising shall be arbitrated in the Court of Tarragona.

Price validity

Our commercial offer shall be fixed and firm for a validity of up to 60 days unless previously withdrawn by means of a formal written withdrawal.

Prices

The prices quoted are net in € (Euro) and are valid only for the quantities offered and current scope of supply. In the event of any changes in material requirements, mechanical properties, quantities, testing requirements, paint system or others will result in amended prices and deliveries accordingly.

Where the delivery period is longer than 2 months, Auma Iberia, S.L.U. is entitled to increase the agreed prices accordingly where, following conclusion of the contract, there are major changes in the cost of salaries, materials, energy or raw materials and Auma Iberia, S.L.U. is not responsible for these changes.

Taxes

The quoted prices are net from any duties / taxes such as: customs, property, licence, privilege, sales, service, exercise, value added, gross receipts, or other taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement value or use, or any services performed in connection thereafter.

Terms of payment

Considering the total amount, we will consider progress advanced payment to be agreed in the event of an order. Standard payment terms are indicated in our offer.

Delivery period

Based on current workload, Auma Iberia, S.L.U. has indicated in the offer a delivery of the equipment quoted in weeks from receipt of your official written order which shall include complete technical definition of the required scope of supply and shall include clear valve top works drawings.

Please be advised that for deliveries which fall within the August & December sub supplier shutdown periods it is necessary to consider an additional 2 weeks each.

Please kindly be advised that our final contractual delivery time which is dependent on receipt of all contractual documents and our internal review of the purchase order, shall be confirmed.

in our order confirmation which will be sent within maximum 14 days from receipt of your purchase order. It is imperative to receive the valves top mounting drawing with the PO as the order cannot be processed without these important documents.

Please be advised that we are available to evaluate any specific project requirement for different delivery time requirements.

Delivery location & term

The prices quoted are based on goods being rendered Ex Works Auma Iberia, S.L.U. Spain facility, located in Vila-seca, according to INCOTERMS 2020.

Where dispatch is delayed beyond any agreed delivery period at the Customer's request or as a result of circumstances for which Auma Iberia, S.L.U. cannot be held responsible, the Customer shall be charged for the costs of storage, and in any case a minimum of 0.5 % of the net invoice amount, for each month of storage, as from one month after notification of readiness for dispatch. This shall be without prejudice to the Auma Iberia S.L.U.'s additional statutory rights.

Packing

The prices quoted are inclusive of our standard packing. All wooden materials used for packing are duly anti parasite fumigated and treated.

Warranty period

Auma Iberia, S.L.U. guarantees (based on normal and correct use within the service and pressure range for which it has been purchased) that the goods supplied are free from defects in design, materials, and workmanship, therefore covered by manufacturers standard warranty period of 12 months from start-up or 18 months from date of delivery whichever expires first.

Auma Iberia, S.L.U. liability will be limited to the free replacement or repair of defective parts at point of manufacturing facility in Vila-seca Spain, providing that such parts are returned carriage paid.

Auma Iberia, S.L.U. will not be liable for any defect due to normal wear, negligent use, tampering, incorrect application, improper handling, incorrect operation, or storage.

In particular, Auma Iberia, S.L.U. shall not be responsible for any consequential or damage arising from the use of the goods.

Spare parts

Kindly be advised that firm defined prices for spare parts required for start-up / commissioning and two years operations can only be submitted after purchase order receipt and consequently after Auma Iberia, S.L.U. technical dept. have defined in detail the scope of supply & bill of materials.

Auma Iberia, S.L.U. after sales & service department can thereafter supply a correctly detailed spare parts list together with unique spare part codes for actuator seal soft seal kit and actuators control system accessories.

3rd party inspection

Auma Iberia, S.L.U. scope of supply does not include for any 3rd Party Inspection.

Should this be a contractual requirement, kindly note that any costs arising for this requirement shall be borne by the client, furthermore, please note that Auma Iberia, S.L.U. shall apply a daily rate of € 600.00 for any third-party inspection requirements.

Order suspension

Auma Iberia, S.L.U. cannot be held responsible for orders being suspended from manufacturing by clients.

Should any order for whatsoever reason be “suspended” by the client, the client must give immediate formal written notice to Auma Iberia, S.L.U. the extent of the scope of supply to be “Suspended” and is required to advise Auma Iberia, S.L.U. of an estimated period of “suspension”.

Upon receipt of formal notification, Auma Iberia, S.L.U. will communicate officially to the client the status of production/manufacture of the items placed on hold, and subject to the status of manufacture may require the client to advance payment in order to cover the costs of manufacturing up to such date of notification.

Auma Iberia, S.L.U. shall supply documentary evidence of the status of manufacture for which the advanced payment is required.

Upon release for manufacture Auma Iberia, S.L.U. contracts department will communicate the new contractual delivery based on the manufacturing workload at time of release.

Order cancellation

Should any order for whatsoever reason be “cancelled” in full or partially, the client must give immediate formal written notice to Auma Iberia, S.L.U. as to the extent of the scope of supply to be “Cancelled”. Upon receipt of formal notification, Auma Iberia, S.L.U. will communicate officially to the client the status of production/manufacture of the items “cancelled” in order to determine the cancellation costs which indicatively are:

- a) Within 2 weeks from P.O. receipt 5% of the order value
- b) Within 4 weeks from P.O. receipt 30% of the order value
- c) Within 8 weeks from P.O. receipt 60% of the order value
- d) Upon machining completion and final assembly 80% of the order value
- e) After assembly & final testing 100%

Penalties for delayed deliveries

Unless otherwise agreed in writing herein, Auma Iberia, S.L.U. will not accept any penalties for late delivery.