



GENERAL SALES CONDITIONS

1. APPLICATION PURPOSE

These General sales conditions apply to all products designed, manufactured, repaired and supplied by Talleres Pena, S.L.

2. WARRANTY

2.1 Base Material

Talleres Pena S.L. guarantees that the quality of the produced parts is according to the requested materials in the purchase order. These materials will fulfil the all technical specifications according to the DIN from which each one proceeds. The material origin certificates will be registered in the internal records of reference “n” route at the customers disposition at any time they see fit.

2.2 Alloys

Talleres Pena S.L. guarantees that the characteristics of the utilized alloys in their products are according to the technical specifications of each one of them as to composition and hardness according to the origin specifications in the mentioned alloy.

2.3 Heat Treatments

Talleres Pena S.L. guarantees that, the heat treatments performed on each part are in perfect concordance with those requested in the order and these fulfil all the technical specifications like hardness and thickness of the layer, depending on the base material used and the heat treatment applied.

Treatments certificates will remain in the part's internal records at Talleres Pena, S.L. at the customers disposal, when requested by the construction / repair route number, purchase order number and invoice number.

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[2.4 Dimensions and finishing quality](#)

Talleres Pena S.L. guarantees that, the produced parts are according to the specifications in the drawing detailing their use for constructions and specifications agreed with the customer by writing for repairs.

[2.5 Manufacturing specifications](#)

In the event of a part being faulty, Talleres Pena, S.L. undertakes to repair the fault, or in the case of this not being possible, to replace the part with another which fulfils the specifications requested in the purchase order at no cost to the customer. Supplementary charges and costs of any kind will not be accepted.

[2.6 Warranty exclusions](#)

Talleres Pena S.L. will not be responsible for any defects, damage or claim caused by:

- Improper use of the parts or by them being manipulated badly.
- Normal wear caused by the use or useful lifetime of the parts.
- Claims related to customer production processes, such as the amount of production or final product quality.
- For manipulations or repairs carried out on parts without the express consent of Talleres Pena, S.L.
- In the case that Talleres Pena, S.L. do not manufacture /repair the whole plastification unit we not accept charges for premature wear unless we confirm through a written report that the no repair / manufacture parts are in good condition.
- In the repair of screws we cannot guarantee the breakage of screws as we don't know hidden defects or the previous history of the pieces.
- Tie bars repair : are excluded from the warranty, all those cracks that can appear in different areas of the union made by Talleres Pena, S.L.

Under no circumstances possible production losses, wear or effects on third parts will be covered. Also not will be cover any cost attributable to assembly and disassembly of the parts in the machine

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Talleres Pena S.L. does not accept any responsibility in the case of non-fulfilment of legal regulations in products manufactured for alimentary use.

2.7 Duration of the warranty

The warranty specified above is valid for 1 year for constructions and 6 months for repairs from the order date, except in specified cases, and with a document to this effect stamped and signed by Talleres Pena, S.L., this standard period is extended or not accepted.

3. CLAIMS

Without prejudicing the conditions set out in the part concerning the WARRANTY, there will be a period of 15 days for claims. During this time, Talleres Pena S.L. would, if it were the case, deal with claims for faulty packaging or any other fault visually detected in the supplied parts. After 15 days from the reception date it will be taken that the material is according to the requested and has arrived in perfect condition.

4. DESIGN

Talleres Pena S.L.. can collaborate on studies to improves the plastification of new materials or to increase production in mutual agreement and acceptance with the customer but, with no guarantees as to the exact result of the project unless it is one of the clauses specially demanded by the customer described in said order with the corresponding acceptance by stamping and signing by Talleres Pena, S.L.. Only written documents will be accepted as study documentation. In the same way, any undertaking by Talleres Pena, S.L. will be by written documentation and no other will be valid.

At the same time Talleres Pena S.L. will not be held responsible for results not obtained when these can be due to machine faults whether electric, electronic, mechanical, power failure, failure to increase screw revolutions or customer's lack of knowledge in the work process, material changes, loads, formulations, etc.

Projects and drawings made by Talleres Pena, S.L. are the exclusive property of Talleres Pena, S.L. and will be not delivered to the customer except when so agreed expressly in order.

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5. PROPERTY RESERVE

Talleres Pena S.L. are the sole owners of the supplied parts until 100% of the invoice is paid. In the event of Talleres Pena, S.L. taking back the parts, this does not exclude the customer from their responsibility in the paying of the proportional part of the piece depending on the time it has been used or the possibility of Talleres Pena, S.L. re-selling the part and a scale of compensation for use will be applied.

- ◆ Group I: Special parts. Total amortization in 1 year.
- ◆ Group II: Parts submitted to extremely corrosive and abrasive wear. Total amortization in 1 year.
- ◆ Group III: Standard parts that can be used as replacement parts for other customers and do not work abrasive or corrosive materials. Total amortization in 3 years.

6. PAYMENT CONDITIONS

The stipulated payment condition must not, under any circumstances, be exceeded and Talleres Pena, S.L. has the right to charge all the additional costs that this circumstance could cause.

Talleres Pena, S.L. has insured all its sales with the company Crédito y Caución and Talleres Pena, S.L. reserves the right to unilaterally modify the payment terms in case that such company reduces or eliminates coverage for the customer, even in the period between acceptance of the order and the date of the delivery date of goods.

If the customer wants to modify the payment terms agreed in the quotation or order, they must be accepted in writing by Talleres Pena, S.L.

If customer decides to cancel or postpone the order in progress, Talleres Pena, S.L. will have the right to charge the cost generated so far.

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7. PENALTIES

Talleres Pena S.L. does not accept any kind of penalty in their orders, except those agreed on, stamped signed expressly for particular customers in the time of the order.

8. TERRITORIAL JURISDICTION

This contract is subject to Spanish law. Any controversy or lawsuit will be heard in the courts of the city of Badalona (Barcelona). Both, the customer and Talleres Pena S.L. renounce any other court which could correspond according to present or future address. Anything not foreseen in these “General Sales Conditions” will be regulated according to Civil and Trade Official Regulation which corresponds to the case.

9. INTELLECTUAL PROPERTY

All of the documents involved in the preparation, execution and delivery of an order, such as sketches, drawings (in the case that the delivery of the document is agreed), illustrations, descriptions of the product, quotations, delivery notes, invoices etc. will not be copied or shown, or delivered to third parties without the express authorization of Talleres Pena,S.L.

10. DELIVERY CONDITIONS

10.1 Delivery times

10.1.1 The delivery times given in our quotations and acknowledgement of orders are only valid up the moment all manufacturing, repair and specifications and requests have been cleared between the customer and Talleres Pena S.L.. The technical clearances and requests on customer’s side that are necessary for manufacturing / repairing and, if these are supplied late, this will or could cause a delay that cannot be blamed on Talleres Pena S.L. In the same way, a delay in payment of any quantity in anticipation, if this was agreed on, would also cause a delay of the same proportion in delivery time.

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10.1.2 All delivery dates are approximate.

10.1.3 In case of extraordinary circumstances: war, strikes, earthquakes, fire, etc., in our installations or in our suppliers installations, the delay in delivery must be accepted by the customer.

10.1.4 Under no circumstance can a purchase order be cancelled because of delay in delivery.

10.1.5 Talleres Pena S.L. will not accept any kind of penalization and/or compensation because of delivery delay unless this was agreed on in the order.

10.2 Packaging

Packaging costs are not included in the quotation unless this was agreed on the enquire and purchase order.

10.3 Transports

Transport costs are not included in the quoted prices, all delivery costs must be paid by the customer. Talleres Pena S.L. will not be held responsible for any damage caused by transport.

In case that Talleres Pena S.L. will take the responsibilities for the transport (specified in the quotation and acknowledgement of order) the parts would be insured until delivery at the customer's installations, covered by a policy specially for this purpose.

TALLERES PENA, S.L.

Joan Pena Sanz
General Manager