

Standard Terms Of Sale

prilux



STANDARD TERMS OF SALE

These terms of sale apply to sales between GRUPO PRILUX ILUMINACION and professional customers that buy directly from Prilux or any other company in its group. Acceptance of an order by GRUPO PRILUX ILUMINACION S.L.U (PRILUX) signifies in every case that the buyer accepts the following standard terms of sale and delivery:

1. Prices.

The prices listed are recommended prices without VAT or ecoRae levy and are valid from the date of publication of the price list until further notice. All taxes and levies will be charged on invoices issued. The prices on the current Price List are for material in stock at our warehouses.

Unless other terms of delivery have been arranged, apparatus with bulbs included will delivered with PRILUX brand bulbs whenever that brand is available. The ecoRae levy may vary if another brand bulb is supplied.

We reserve the right to alter the prices and characteristics of products subject to notice as soon as possible.

2. Offers.

No written or verbal offer will be valid except for formal offers approved by PRILUX.

3. Delivery terms.

Delivery terms will be honoured to the best of our ability, but there is no implied commitment. Delivery terms are for information only. A delay in delivery will not entitle the buyer to cancel the order or claim penalties or damages unless expressly agreed otherwise. Even in this latter case, no penalty will apply where a stipulated commitment is not met for reasons of *force majeure*, whether on our part or that of a third party.

4. Orders.

Grupo Prilux may cancel pending orders if circumstances of *force majeure* arise that prevent the orders from being fulfilled. Orders for special order materials may not be cancelled by the buyer without our written consent. If we consent, the buyer will defray all costs incurred up to the time of cancellation. GRUPO PRILUX's express acceptance will be required for special manufacturing orders for fewer than **50** items.

5. Payment method.

The payment method will be the one in effect in accordance with standard GRUPO PRILUX rules at the time a firm order for goods is placed.

6. Ownership rights.

GRUPO PRILUX retains full ownership of all materials delivered until the reciprocal condition of payment of the price in full has been satisfied.

7. Transport.

Delivery of the goods will be considered proper and complete on delivery to the buyer and signature of the carrier's receipt. The buyer will notify PRILUX in writing of any incident as soon as possible and at all events within 2 business days after the incident. If there is any evidence of criminal wrongdoing, the incident is to be reported within 24 hours so that it can be reported to the competent authorities. In the event of a loss, PRILUX or a representative or adjuster may go to the premises to corroborate the existence of the loss, its cause, and its extent. In any case, the extent of PRILUX's liability is limited to the lost, stolen, or damaged goods. PRILUX will bear no liability for any other material, unfulfilled term, or loss that may occur due to a transport incident.

8. Return of material in good order.

Returns of material in good order will not be accepted without PRILUX's prior consent.

Returns will be effected freight prepaid by the buyer, and the following depreciation charges will apply:

- Up to 6 months from the date of the delivery note, a depreciation charge in the amount of 10% will apply for products in the Activa and Econcept catalogues and 15% for products in the Playtech catalogue.
- Between 6 and 12 months, a 25% depreciation charge will apply.

No returns of special order goods, Christmas or other seasonal products, or products that are not in their original packaging and in perfect condition will be accepted. In any case, **product returns will not be accepted more than 12 months after the date of the delivery note.**

The customer is responsible for properly packing returned products to prevent them from being damaged in transit. The ticket number previously issued by the After-Sales Service must be clearly marked on all material to be received by GRUPO PRILUX or Reception will refuse delivery. Receipt of any material not previously reported and approved will result in rejection of the return, and there will be a period of 7 days in which to supply the necessary documents.

9. Non-conformities on receipt of goods

Any claim relating to the quantity, documents, incorrect product, or visible defects is to be reported to PRILUX within 5 calendar days of receipt.

If goods are returned to Prilux, the customer will be responsible for properly packing returned products to prevent them from being damaged in transit. The ticket number previously issued by the After-Sales Service must be clearly marked on all material to be received by GRUPO PRILUX or Reception will refuse delivery. Receipt of any material not previously reported and approved will result in rejection of the return, and there will be a period of 7 days in which to supply the necessary documents.

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10. Defective elements and warranty.

The PRILUX product warranty offered to our professional customers is set forth in the "Terms of Warranty". Under the warranty, Prilux warrants that the products will be free from defects in workmanship for the warranty period, which starts on the date of the delivery note from PRILUX.

In the event of a defect, liability attaches solely to the defects in materials and workmanship based on the product data sheet and specifications or recommendations for use for each product. Products must be installed by a professional in accordance with prevailing laws and regulations and PRILUX's installation instructions. The Seller's liability will be limited to the sales price of the defective product component. In particular, the Seller will not be liable to reimburse expenses incurred by the buyer or in exchanging products.

GRUPO PRILUX accepts no liability for damage, alterations, or changes to/in the product caused by the customer or an unrelated third party as a result of negligence or intentional acts.

As special seasonal products, products in the Econcept catalogue entail complex assembly and disassembly. The installer is responsible for this handling and subsequent maintenance and is not covered by the warranty. Prilux accepts no liability for any product that has not been wholly produced and sold under these same terms by us.

11. Reproduction.

Reproduction of this catalogue in whole or in part without the corresponding consent of GRUPO PRILUX is prohibited.

12. Place of performance and jurisdiction.

The parties expressly submit to the Courts of Toledo for all questions that may arise in relation to performance or interpretation of these standard terms, and expressly waive any other jurisdiction to which they may be entitled.

13. ROHS Directive

PRILUX products are compliant with the extant directive restricting the use of hazardous substances in electrical and electronic equipment.

The right to make any technical change or modify performance is reserved.

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