

# GENERAL CONDITIONS FOR SALE

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## GENERAL TERMS AND CONDITIONS OF SALE

### 1.- Prices and conditions of sale

1.1. SAFE RAIN, S.L., reserves the right to modify the prices of this rate without prior notice.

1.2. Our prices are net excluding any taxes, duties or fees, which in any event will be borne by the buyer.

1.3. The payment conditions must be agreed prior to placing the order with the sales department, and in accordance with the content of Law 15/2010, of 5 July, amending Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions, without exceeding in any case the maximum periods established therein.

1.4. All credit sales of SAFE RAIN, S.L., are covered by the insurance company Crédito y Caución. In the first €300 net of purchase, the payment method applied will be charged in advance, until the corresponding authorisation is obtained from the insurer.

1.5. The non-payment of any bill, bill or promissory note will imply the immediate suspension of supplies and services.

### 2.- Orders and delivery times

2.1. Orders can be placed by phone, email, WhatsApp or in person.

2.2. SAFE RAIN, S.L., guarantees that the delivery time will be as short as possible for items in stock. Under no circumstances will penalties be accepted for late deliveries.

2.3. Any order received signifies acceptance of all the conditions expressed herein.

### 3.- Shipping

The merchandise will always travel at the buyer's own risk.

#### 3.1. Conditions for the Peninsula and the Balearic Islands:

Shipping for orders over €600 net will be paid by SAFE RAIN, S.L. (the following products are not included in this promotion: manholes, pipes or special products).

For orders of a lower amount, SAFE RAIN, S.L., offers its customers the possibility of paying these freight at origin and including them in their corresponding invoice.

#### 3.2. Conditions for the rest of the world:

We offer the possibility of managing your shipment door to door, through the main international logistics companies, check prices with our salespeople.

### 4.- Return and warranty policy

4.1. The deadline for returns will be 30 calendar days from the date of purchase.

4.2. To return any of our products, you must notify the sales department in writing. It is necessary to indicate: reference number, units, a brief explanation of the problem and invoice number. Once the return of the material has been accepted, it must be sent to the facilities of SAFE RAIN, S.L. postage paid.

4.3. **Any shipment that has not been previously approved will not be accepted.** The goods must arrive in perfect condition and in their original packaging.

4.4. Material that exceptionally and after more than 30 days is authorized to be returned, will suffer a depreciation of between 5% and 10% of its value.

4.5. The payment will not be effective until the perfect condition of the material and its packaging has been verified. If it is declared that it is not appropriate to grant a warranty on the product, it will remain available to the customer at our facilities for one month from its communication. If it is not withdrawn during this period. we will proceed to destroy them. The payments will always be made under the same terms in which the sale was made.

4.6. SAFE RAIN, S.L. guarantees all its products for three years, against any manufacturing defect (applicable to those products purchased after 01/01/2022, for products purchased earlier the warranty will be two years).

4.7. Defective parts will be replaced as long as their handling and installation has been adequate.

4.8. SAFE RAIN, S.L. will not be liable in any case for damages, even incidentally, that occur due to the modification or alteration of its products, limiting its liability to the replacement of the defective product.

4.9. This warranty does not extend to the end consumer. SAFE RAIN, S.L., will only be liable to its direct customer.

#### 5.- Reservation of title

5.1. SAFE RAIN, S.L., expressly reserves ownership of the goods delivered or made available to its customers until the purchasing party has paid in full for them and, where appropriate, for the default interest generated, in the event of non-payment of the goods supplied.

5.2. SAFE RAIN, S.L. may choose between exercising its reservation of title and recovering the goods with the relevant compensation for commercial depreciation and deterioration, or claiming the price plus interest for late payment.

#### 6.- Jurisdiction

All disputes or discrepancies arising from the interpretation, execution or fulfilment of the offers, acceptances or confirmations of orders of SAFE RAIN, S.L., shall be understood to be subject to the jurisdiction and competence of the Courts and Tribunals of the city of Toledo (Spain).