

# **GENERAL SALES CONDITIONS**

### **PRICES**

- Prices lists are RRP (excluding tax.)
- Installation, light up and delivery fees are not included in the price.

#### **ORDERS**

- · All purchase orders must be sent in writing (e-mail).
- Orders cannot be cancelled once the goods have been shipped or if it has undergone customization whereby the manufacturing process has already commenced.

#### **PAYMENT**

50% of the amount shall be paid in advance and the pending amount shall be paid before shipment. Both payments shall be made via bank transfer to the account of Mibrasa®.

#### **DELIVERY AND PACKAGING**

- · Cost of delivery is not included in the prices stated in the price list and the goods will be delivered incoterms Ex Works.
- Standard packaging is included in the price. In the event that special packaging is requested, the buyer will be notified and charged in the invoice.

#### **RETURNS**

- All goods must be returned in original or perfect condition.
- · All returns must be notified in writing by e-mail or post, and must be confirmed by our sales department.
- · All returns must be delivered to Mibrasa®, prepaid and enclose the invoice and delivery note number.
- For all returned goods, there will be a 20% fee from the refunded amount to cover depreciation, demerit and administrative fees.
- · Claims related to transport, distribution or packaging must be sent in writing (e-mail) within two days of receiving the goods.

# WARRANTY

• A warranty is granted of 2 years on all new Mibrasa® equipment related to any manufacturing defect.

# The warranty does not cover product damage occuring as a result of:

- improper usage or improper installation of the equipment and/or failure to follow the directions stated in the instruction manual.
- the buyer or third-party influences attempting any repairs, modifications or adjustments without prior consent of Mibrasa®.
- · defects or damages that are not notified within the established warranty period.
- damage caused by negligence, not attributable to Mibrasa®: accidents, improper usage, insufficient cleaning and/or maintenance, improper handling or improper temperature conditions of the equipment, humidity, dirt or damage by causes external to Mibrasa®.
- The following items not covered under this warranty: grills, charcoal grids and accessories included with the equipment (tongs, ash shovel, ember poker etc.)

# RESERVATION OF TITLE

Title to the goods shall remain vested in Mibrasa® until the purchase price has been paid in full and received by Mibrasa®.

# JURISTICTION AND GOVERNING LAW

Mibrasa® and their commercial transactions shall be governed by Spanish law. The exclusive place of juristiction, in the case of any legal disputes arising in connection to this sale, will be the court of Girona (Spain).