APPLICATION

These General Sales Conditions apply to any sale of products or services carried out by DIRNA BERGSTROM, S.L. (hereinafter DIRNA BERGSTROM). The placing of an order by a customer (hereinafter CUSTOMER) implies automatic acceptance without any reservation of these GENERAL SALES CONDITIONS.

Any deviation from these GENERAL SALES CONDITIONS must be agreed between DIRNA BERGSTROM and the CUSTOMER in writing.

PRICES AND ORDERS

The prices indicated in any DIRNA BERGSTROM document, such as price lists or offers, do not include VAT.

The prices indicated in the price lists are subject to change without prior notification. DIRNA BERGSTROM will report any changes at the earliest opportunity.

DIRNA BERGSTROM will only accept orders received in writing, either by email, fax or conventional post.

DELIVERY CONDITIONS

The delivery condition for the goods is Ex Works (EXW, in accordance with INCOTERMS® 2010 of the International Chamber of Commerce ICC). This means that DIRNA BERGSTROM places the goods at the CUSTOMER's disposal at its factory in Alcalá de Henares (Madrid, Spain), and that all costs and risks as of this moment are taken on by the CUSTOMER. This applies even when DIRNA BERGSTROM organises the transport and includes transport costs in the invoice, unless explicitly agreed otherwise.

The goods will only be insured when so requested in writing.

THE CUSTOMER will hold the transport agent liable for any damage to the product and/or packaging, along with any losses or delays occurring during transit.

PAYMENT TERMS

Goods will be supplied following payment, unless explicitly agreed otherwise.

In order to open a credit account with DIRNA BERGSTROM, the CUSTOMER must first fill out all the details in the NEW CUSTOMER form, which implies acceptance of these GENERAL SALES CONDITIONS.

DIRNA BERGSTROM reserves the right to carry out any background checks it deems appropriate in order to establish the CUSTOMER's financial solvency. Based on this, DIRNA BERGSTROM will define the maximum risk level for a specific customer. Should DIRNA BERGSTROM set up a credit account for a CUSTOMER, the preferred payment date will be 30 days from invoice date.

NON-PAYMENTS AND RESERVATION OF OWNERSHIP

Any non-payment will automatically generate the suspension of the Credit for any service or supply to be made, without prejudice to any legal actions which DIRNA BERGSTROM may consider appropriate. Any delay in payment will be subject to a minimum monthly surcharge of 1%. Any other expenses deriving from non-payment will also be paid for by the CUSTOMER.

DIRNA BERGSTROM conserves the property of all products supplied to the CUSTOMER until all amounts have been fully paid and reserves the right to recover its products in the event of any non-payment. Any cost caused for this reason will be paid for by the CUSTOMER.

WARRANTY

Warranty coverage

The warranty covers parts and materials with abnormal operation or manufacturing defects, including the replacement or repair of the part recognised as defective, at the discretion of DIRNA BERGSTROM. The warranty does not cover any transport cost or the cost of gas charges. It does not include the labour for replacing parts, except for the case of Parking Cooler (see next paragraph).

Warranty period in accordance with product type

1. **Parking Coolers** (electrical air conditioning equipments for driver rest periods in the cabin with the engine turned off): **24 months** from the issue date of the DIRNA BERGSTROM delivery note or invoice. This is the only case in which the warranty includes labour for part replacement. This applies solely and exclusively to the time indicated in the current repair times table and the defined hourly rate. It does not include any call-out or travel costs.
2. **Special electrical air conditioning units** (with moto-compressor): **12 months** from the issue date of the DIRNA BERGSTROM delivery note or invoice.
3. **Components and kits of several air conditioning components** (e.g. evaporators, condensers, heaters, evaporator and condenser kits, T-range products): **12 months** from the issue date of the DIRNA BERGSTROM delivery note or invoice.
4. **Spare parts and fittings: 90 days** from the issue date of the DIRNA BERGSTROM delivery note or invoice.

In all cases, acceptance of the warranty is subject to approval by DIRNA BERGSTROM's Technical Department.

The installer/seller will be answerable before the customer or user for ensuring that the installation has been carried out strictly in line with the instructions in the equipment's assembly documents, and that the user is given the warranty card, duly filled out, and the guide for using and maintaining the unit.

Exclusion of warranty

The warranty will not be valid in the following cases:

1. Inappropriate use of the unit. In particular, the warranty does not cover the following applications (this list is not exclusive):
    a. Using Parking Cooler equipment (models such as Compact, SlimFIT, LITE, Dinamic) in vehicles which are used for off road applications where the equipment is exposed to vibrations, bangs or tilts (e.g. agricultural machinery, construction and mining vehicles and similar).
    b. Using in saline or chemically aggressive environments.
    c. Cleaning with high-pressure equipment and/or use of detergents.
2. Modifications or replacements in the equipment without express authorisation by DIRNA BERGSTROM.
3. Installation, handling or repair of the equipment or its parts by personnel not authorised by DIRNA BERGSTROM.

Warranty procedure

The CUSTOMER must send the part subject of complaint to DIRNA BERGSTROM, c/ Francisco Alonso, 6, E-28806 Alcalá de Henares (MADRID, Spain), with carriage paid.

Before sending the part, the CUSTOMER requires written acceptance from DIRNA BERGSTROM; moreover, the part must be sent with the form “Shipment authorisation” (see Chapter “RETURN OF MATERIAL”). The part will also be accompanied by a copy of the Dirna Bergstrom delivery note or invoice and the serial number of the unit as well as a description of the observed defect. Once DIRNA BERGSTROM's Technical Service accepts the validity of the warranty, the piece will be replaced FREE OF CHARGE. This may be the repaired part or a new part, in accordance with the criteria of DIRNA BERGSTROM's Technical Department. DIRNA BERGSTROM will issue the corresponding credit note whenever labour is included. CUSTOMER invoices for this concept will not be accepted.

RETURN OF MATERIAL

Materials can only be returned if first accepted in writing by DIRNA BERGSTROM. THE CUSTOMER must fill out the "Shipment authorisation" form[1] with all the required details, and enclose this printed form with the shipment. No returns will be accepted unless accompanied by this form.

In all cases, the CUSTOMER will refrain from issuing invoices charged to DIRNA BERGSTROM. Once the return has been accepted, the corresponding credit note will be issued minus, at least, 10% of the amount of the material value due to verification and packaging cost.

JURISDICTION

Both DIRNA BERGSTROM and the CUSTOMERS agree to subject any disputes resulting from the interpretation or implementation of these General Sales Conditions, or of the supplies deriving from them, to the Courts of Madrid and expressly waive their own jurisdiction and venue.

[1] The form is available at www.dirna.com on the page: http://www.dirna.com/customer-service-terms-conditions-of-sale/