1. Definitions

1.1 These Terms shall have the following meaning:

"the Company" means INOCENTER CANARIAS, S.A.U.

"the Customer" means the buyer, which agrees to purchase the Goods.

"the Goods" means the products which are to be sold by the Company and purchased by the Customer pursuant to the Contract.

"the Contract" means the contract for the sale of the Goods to the Customer, as defined in these Terms.

"this Terms" means this Standard Terms and Conditions ruling the sales by the Company directly or through its commercial agents.

Unless otherwise agreed, the Terms shall not be applicable to those agreements which main purpose is not a sale or supply of products.

2. Scope

2.1 An offer or quotation given by the Company is an invitation to the Customer to place an order to be accepted by the Company and no order placed in response to or any acceptance of a quotation or estimate shall give rise to a contract binding upon the Company. A binding contract shall come into effect upon acceptance by the Company (sales acknowledgement) and under which the Customer is bound.

2.2 These Terms are the only terms upon which the Company sells and shall be an integral part of the Contract, with the exclusion of any other terms or conditions not expressly agreed. The provisions of any other Contract documents, including the Conditions of Sale, may differ from these Terms.

2.3 Variation of these Terms shall have effect unless it is agreed by the Company in a written document signed by a person authorized to do so.

2.4 In the event of the Customer, the Company may from time to time specify internal technical specifications and terms of trading regarding such matters as, without limitation, transport, minimum order sizes and packaging. Details of such specifications and terms of trading are available upon request to the Company and are hereby incorporated into these Terms.

3. Price

3.1 Unless otherwise agreed in the Contract or applicable Law, all prices are exclusive of any expense, tax or duty other than the selling price of the sale of transport or delivery of the Goods. Any such expense, tax or duty shall be added to the price and paid by the Customer.

3.2 Prices stated in quotations, estimates, or other documents issued by the Company prior to sales acknowledgement are not binding on the Customer. The Customer shall be at the Company’s discretion.

3.3 The Company may only increase the price agreed before payment date in the event of:

a) Variation in the international market for similar products and/or exchange or currency; or
b) There being any applicable incidental expenses arising in relation to the Goods or their delivery, and the Company shall pay any such increase arising therefrom.

4. Payment

4.1 Full payment for the Goods shall be made within the time and in the manner specified in the Contract. The Customer shall be responsible for the payment of all taxes, duties, levies, fees, charges, penalties and other similar expenses imposed by any competent authority upon the sale or transport or delivery of the Goods. Any such expense, tax or duty shall be added to the price and paid by the Customer.

4.2 In the event of default in paying the price, the Company may, in its absolute discretion, choose to:

a) Cancel the Contract and retain any payment or deposit made by the Customer;
b) Suspend delivery of the Goods until payment is made;
c) Take steps to recover any sums payable to the Company;
d) Claim damages from the Customer; or

5. Delivery

5.1 Delivery of the Goods shall be made at the place specified in the Contract or as subsequently agreed with the Customer and the transport and/or delivery of the Goods is the responsibility of the Customer.

5.2 Unless otherwise stated, Goods which are stated to be available “ex stock” (or an equivalent term) are subject to availability.

5.3 The Company reserves the right to make such deliveries as it deems fit, and in the event that the Goods have not been dispatched or delivered to the Customer, the Customer shall store the Goods in a proper manner in conditions which adequately protect and preserve them without charge to the Customer.

5.4 The Goods may be delivered in several parts, and the Customer will pay for the full amount and not for the part delivered.

5.5 Delivery can only be made to the address stated in the Contract unless the Company agrees in writing to deliver the Goods to any other address.

5.6 The Customer’s authority to sell Goods title to which is in the Company shall be limited to those goods which are under contract with the Company.

6. Risk and Title

6.1 Risk in the Goods shall pass to the Customer at the time and place of delivery to the Customer and the Company is not responsible for any risk of the Goods after delivery.

6.2 Title to the Goods shall pass to the Customer when payment in full has been made at the place and in the manner specified in the Contract.

7. Title to the Goods

7.1 Title to the Goods shall pass to the Customer when payment in full has been made at the place and in the manner specified in the Contract.

7.2 The Customer shall immediately notify the Company of any apparent defect or damage to the Goods and any loss or shortage in the Goods.

7.3 The Customer shall maintain the Goods at their own expense and risk until title to the Goods passes to the Customer.

8. Inspection and Tests

8.1 The Company shall deliver goods which are of the quantity, quality and description required by the Contract and which are suitable if they are used, supplied for use or made available for use in any nuclear application.

8.2 For sales in Spain, payment of delivery shall take place:

a) If the Contract involves carriage of the Goods, when the Goods are handed over to the first carrier;
b) If the Customer collects the Goods from the Company's premises, when the Goods are available for examination by the Customer. Otherwise the Customer will lose its right to claim the defect.

8.3 The Customer shall inspect the Goods and shall give notice of any defect which is evident on inspection or which he should have discovered during the inspection and in any event within three months following delivery of the Goods. The notice shall contain a statement of the nature of the defect, a description of the defect, and a notice of any other defects which the Customer has discovered in the Goods.

8.4 The Company makes no other warranties which exceed or differ from the warranties herein expressed. All other warranties are disclaimed by the Company and excluded from the Contract. Particularly, the Company does not warrant that the Goods are:

a) Suitable if they are used, supplied for use or made available for use in any nuclear application;
b) Suitable if they are used, supplied for use or made available for use in any other application;
c) Suitable if they are used, supplied for use or made available for use in any nuclear application;
d) Suitable if they are used, supplied for use or made available for use in any other application.

8.5 The Customer shall inspect the Goods immediately upon their arrival at the destination to which they are dispatched pursuant to the Contract for the purpose of ascertaining:

a) Whether the Goods have been damaged in transit; and
b) That the Goods are of the quality, quantity and description specified in the Company’s sales acknowledgement and the Company’s delivery note(s).

8.6 Any damage to the Goods in transit must be notified by the Customer in the notice of receipt of the carrier.

8.7 In the event of the Customer failing to notify the Company of any defect on discovery or within the time limit specified above, the Goods shall be deemed to be in accordance with the Contract as specified.

8.8 Notices of defects shall be made in writing to the Company immediately after the Customer discovered or should have discovered the defect and in any event within the three months following delivery of the Goods. The notice shall contain a statement of the grounds for the claim and a description of the defect. Notices of defects do not give right to the Customer to suspend or cancel the Contract.

8.9 Upon receipt of the notice under Term 8.8 and should the Company accept the claim, it shall at its option:

a) Replace the defective Goods without charge;
b) In relation to such defective Goods re-supply goods which are in all respects in accordance with the Contract; or

c) Reduce their price to compensate the Customer for the defect; or

d) The Goods are of the quality, quantity and description specified in the Company’s sales acknowledgement and the Company’s delivery note(s).

8.10 Notwithstanding the above, the Company is entitled to use reasonable time to investigate the claim and to request the Customer to satisfy the Company of its right to claim the defect.

8.11 The Customer is not entitled to any remedy other than that specified above in this Term 8, which absorbs and is included within the limits of Term 9 hereunder.

8.12 Any inspection of the Goods by the Customer shall not affect the rights or remedies of the Company in respect of the contract for the sale of the Goods. The Customer shall not be entitled to reject the Goods or to cancel the Contract on the basis of such inspection unless the Company accept the claim.

9. Right of the Company

9.1 The Company shall not be liable to the Customer for any direct loss or damage in excess of the value of the defective or non-conforming Goods, or for any loss or damage which results from the Customer's failure to use the Goods in accordance with the Contract or for any delay in the receipt of goods by the Customer or the Company.

9.2 The Customer shall not be entitled to recover any damages unless the Goods are defective in terms of quality or performance and are found to be defective by the Company, even if the Goods falls within the exception mentioned above, the Customer's authority to sell Goods title to which is not in the Company.

9.3 Notwithstanding the above, the Customer’s authority to sell Goods title to which is in the Company shall be limited to those goods which are under contract with the Company.

9.4 This Term shall not limit the responsibility of the Company towards end users (the Customer not being one) under the liability for defective products of the EU legislation (Directive 85/374/EEC, as amended) and the incorporation of such legislation into the Contract. The Company shall not be held liable to the Customer or any third party for any loss or damage which results from the Customer's failure to use the Goods in accordance with the Contract or for any delay in the receipt of goods by the Company.

9.5 Except for the right to claim payment of the price of the Goods any other right or cause of action arising out of the Contract shall expire after a year of their accrual.

9.6 If the Company is directly or indirectly delays or hindered in or prevented from performing the Contract or any part thereof by circumstances beyond its control then the Company may suspend further performance of the Contract for so long as any such delay or hindrance continues.

9.7 The Company may cancel the Contract in whole or in part at any time and for any reason, and the Company shall not be entitled to any claim for any loss or damage which results from the Company's failure to perform the Contract.

10. Waiver

10.1 The Customer’s failure or delay in exercising any of the rights or remedies provided in these Terms shall not be deemed a waiver of any of such rights or remedies.

11. Interpretation

11.1 These Terms shall be interpreted in accordance with the INCOTERMS 2010.

12. Waiver

12.1 Any rights and remedies of the Company in respect of the Contract or in respect of any failure by the Customer to observe the terms thereof shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of the time by the Company nor by any failure of or delay by the Company in the exercise of any such rights or remedies.

13. Severance

13.1 If at any time any one or more of these Terms (or any paragraph, sub-paragraph or any part thereof) is held to be or become applicable or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from and the validity and/or enforceability of the remaining provisions of these Terms shall in no way be affected or impaired thereby.

14. Notices

14.1 Any notice authorized or required to be given pursuant to these Terms shall be given in written form and sent by any means of communication (including without limitation, electronic communication) to the last known address or email address of the addressee to the persons and places indicated in the Contract or previously advised by the parties.

15. Governing Law

15.1 The Company may suspend performance or terminate this Agreement in compliance of the applicable regulation on money laundering, avoiding tax evasion, and preventing the financing of terrorism.