



we create
the light of
tomorrow

**GENERAL TERMS
AND CONDITIONS OF SALE**

climarlighting.com

GENERAL TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale described below apply to products – light fittings and parts – manufactured and marketed by *Climar, Indústria de Iluminação, S.A.*, with head office at Rua Estrada Real, 50, 3750 – 866 Borralha, Águeda, Portugal.

A – GENERAL

1. Orders will only be accepted subject to the standard Terms and Conditions of Sale set out in this document.
2. The right is reserved to change product specifications, dimensions, references and prices as well as ending models production without prior notification or public announcement.
3. Valid purchasing orders are those arriving to CLIMAR, S.A. in written form (fax, letter, email, etc.).
4. Please check all product characteristics prior to installation and even before selection of any equipment.
5. Given the specific features and particularities of each project, the Client must review and validate the essential features (IP, IK, Protection Classes, etc.) and the suitability of the products proposed by CLIMAR, S.A..
6. Changes and/or cancellation of orders will only be accepted within a maximum period of 3 working days after receipt of the order confirmation document issued by CLIMAR, S.A..
7. Changes and/or cancellation of orders that occur after the period indicated in paragraph A.6, will be subject to a penalty of 20% to 80% of the value of the product in question (a percentage to be defined by CLIMAR, S.A. according to the ability to reintroduce the product on the market).

B – PRICES

1. All prices are quoted in EURO (€).
2. Prices do not include VAT or any other applicable sales tax or fees.
3. In the event of price or conditions of sale variation, valid prices and sale conditions are those at the order acceptance date.

C – DELIVERY

1. The products listed on the CLIMAR, S.A. Price Lists, Catalogues and Website are manufactured to order.
2. Delivery dates informed by CLIMAR, S.A. are merely indicative. Failure to deliver by the Delivery Date shall not constitute a breach of this Agreement and you shall not be entitled to rescind or repudiate the Agreement, in whole or in part, or claim damage for that failure.
3. All Export orders will be sent “Ex-works” at Client’s account and risk unless otherwise agreed in writing by CLIMAR, S.A..

4. The Buyer has the obligation of checking all deliveries and confirming its agreement by signing and stamping the transport document.
5. The undue reception of goods (obligation point C.4.) removes any and all liability from the Transport Company, as well as the entity responsible for its dispatch.

D – PAYMENTS

1. First delivery payment is made in advance.
2. Valid payments are those made to CLIMAR, S.A. Head-Office and CLIMAR, S.A. bank accounts after good reception.
3. All payments must be made in full. Rebates over fees are not allowed.
4. Credit granting is analysed by CLIMAR, S.A. following Client's written request and according with the following conditions:
 - 4.1. Credit terms are only studied for new supplies of more than EUR 5.000 + Fees + Taxes.
 - 4.2. Until credit approval, provisions of section D.1. applies.
 - 4.3. After examination of the Credit process, the Client will be informed of conditions, namely plafond, terms of payment and payment method.
 - 4.4. CLIMAR, S.A. reserves the right to withdraw or modify credit terms at any time by written notice to the Client.
 - 4.5. The non-fulfilment of credit terms may constrain the regular supply of goods by CLIMAR, S.A. If any sum is not paid when due, that sum will bear interest from the due date until payment is made in full.
5. All Goods will remain the property of CLIMAR, S.A. until the price of such Goods has been paid in full.
6. Payment for products manufactured to Customer specifications (customised):
 - 6.1. 50% with the order;
 - 6.2. 50% before shipment.

E – PRODUCT RETURNS

1. All the products/articles listed on the CLIMAR, S.A. Price Lists, Catalogues and Website, are only manufactured to customer order, for which CLIMAR, S.A. reserves the right not to accept their return.
2. Accepted returns will always have a 20% penalty.
3. All products must be returned in its original condition, otherwise beyond the return penalty, a reparation amount will also be charged.
4. Product returns are only accepted within the 30 days period from date of Invoice and only after receiving written notice from CLIMAR, S.A..

5. The Client is responsible for all transport costs related with the product return.
6. Returns are not accepted for products manufactured to Customer specifications (customised) and which are not included in our Price Lists.

F – CLAIMS

1. Claims related with the transport must be made within the 5 days period following the reception of the Goods by the Buyer. Transport claims will not be accepted after this period.
2. The claim must always be accompanied by documentary evidence and/or images.
3. Delivery anomalies shall be reported immediately to the driver and mentioned on the transport documents (bill of lading, invoice or other). Otherwise we will understand the goods were delivered correctly and subsequent claims will not be accepted.
4. Claims related with products damaged during transport will not be accepted by CLIMAR, S.A. if transport is at Client's responsibility.
5. CLIMAR, S.A. Commercial Department must be immediately informed by written of product defects detected during installation/mounting.
6. Products returning to CLIMAR, S.A. following Claim or for Repairs after the guarantee period are returning to CLIMAR, S.A. in order to be analysed. This analysis is subject to the payment of a 3% Repair Fee based on the listed product price.
7. If the repair cost exceeds 20% of listed product price, the Client will be informed of repair budget. Repair will only take place after Client's approval.
8. Products under Claim process or for Repair must be handled and stored with the same care as all other products.
9. The Customer shall be liable for damaged product disassembly, reassembly and transport costs.
10. The products presented on the Price List are covered by a 3 or 5-year manufacturer's guarantee in accordance with the terms of guarantee at www.climarlighting.com.

G – COMPETENT COURT

1. This document is in accordance with the Portuguese laws. For any discrepancy between CLIMAR, S.A. and the Buyer, both parts shall fall within the exclusive jurisdiction of the competent court of Comarca de Águeda (Portugal).

H – GENERAL DATA PROTECTION REGULATION (GDPR)

In accordance with the General Data Protection Regulation (GDPR), applicable since 25 May 2018 in all Member States of the European Union, any company is bound by the duty of secrecy, confidentiality and transparency in relation to data and/or documents that have been entrusted to the company.

At CLIMAR, S.A., we value and attribute maximum trust to the relationship we establish with our clients, considering Privacy, Confidentiality and Transparency three key elements in this relationship.

CLIMAR, S.A. provides its customers with the General Price List so that, among other purposes, they can develop and market its products and services. However, this privacy policy establishes that these documents cannot be published/shared in the different forms/communication platforms.

It is therefore prohibited to share/disseminate the General Price List on Web pages, Magazines, Newspapers or other forms of communication that are accessible to the general public.

Climar - Indústria de Iluminação, S.A.

Headquarters

Rua Estrada Real, 50
3750-866 Águeda - Portugal

t +351 234 690 330 | **m** +351 915 599 110
e geral@climar.pt

climarlighting.com