



# General conditions of sale

## ORDERS

All orders may be placed in writing or by telephone. JCM will send order confirmation for your review, which means that JCM has accepted the order. All stipulations revoking or completing these general conditions of sale will be considered accepted by the Client where no written response is received from him.

JCM will send order confirmation, which must be reviewed by the client.

## DELIVERY OF MATERIAL

1. Except any specific agreement otherwise, the products in the JCM TECHNOLOGIES, S.A.U. price list will be delivered within the agreed times as of the day of payment or as of acceptance of the order by JCM TECHNOLOGIES, S.A.U. in the event of deferred payment. The delivery times will depend on the availability of each product and may vary by approximately 3 to 15 days working days. A single delivery will be made of orders for several items, which will correspond to the item with the longest delivery time. These terms are to be used as a guideline and JCM TECHNOLOGIES, S.A.U. will make every effort to respect them. However, any delays will not lead to cancellation of the order or compensation of any kind. Any penalty clause for delays included by the Client in his order will be rendered null and void following the application of these conditions of sale.

2. Delivery will be considered made when the product is made available to the Client by the carrier and the addressee signs the delivery note. The addressee must check the products on reception and indicate any exceptions and complaints that may be justified within a maximum of 8 days as of the delivery date. Where not all the packages indicated in the carrier's delivery note are received, a claim must be made to the carrier.

## TRANSPORT CONDITIONS

1. All orders on the Spanish mainland over 700 Euros will be sent under D.D.P., conditions, with no charge for transport. JCM TECHNOLOGIES, S.A.U. reserves the right to choose or change the agency. Orders below said amount will be sent freight prepaid, charged in the invoice.

2. Orders within the E.U. over 5,000 Euros will be sent under D.D.P. conditions, with no charge for transport. Orders below said amount will be sent Ex-works.

3. Orders outside the E.U. will be sent under F.C.A. conditions.



## **PAYMENT CONDITIONS**

1. Except where specifically stipulated, invoices are paid by bank draft due 60 days as of the invoice date.
2. The payment terms may not be delayed for any reason. The Client may not retain any amount of the total sum due in the foreseen terms.
3. The sale, transfer, submission as deposit or capital contribution by the Client of all or part of his business or his materials and the failure to pay will authorize JCM TECHNOLOGIES, S.A.U., notwithstanding any other rights and actions, to suspend all deliveries until total payment has been made. All outstanding sums will be immediately demandable.

## **GUARANTEE AND AFTER-SALES**

JCM TECHNOLOGIES, S.A. guarantees that all the equipment labelled with the CE marking is compliant with the provisions established in Royal Decree 444/1994 of the Official Spanish State Journal dated 1 April 1994 transposing European Directive 89/336/EEC.

JCM TECHNOLOGIES, S.A. offers a warranty period of 5 years from the date of manufacture for the following products (validity effective for products manufactured from 01/01/2015):

- KEE range
- VERSUS line
- MOTION range
- RADIO safety products: SECURITY: RADIOBAND, RADIOSENS and RADIOCONTACT
- ROLL868-DMR

For the rest of the products JCM offers 3 years from the date of manufacture, which will include all manufacturing or component defects on all its products.

Any problems arising from the incorrect installation, undue use, damage caused by natural catastrophes and acts of vandalism or terrorism are not included in the guarantee.

- Batteries supplied with equipment are excluded from the 5 year warranty and have a warranty period of 1 year from the date of manufacture
- All equipment repaired will be given a 6-month guarantee as of the repair date.
- No charges will be billed for equipment working correctly (except that specified in Points 1 to 4) or for that on which design improvement modifications authorised by JCM TECHNOLOGIES, S.A.U. are to be made.
- The general repair conditions of equipment under guarantee are to leave the equipment in condition for sale.



Therefore, a charge will be applied (the maximum billing amount will be 75% of the purchase price of the product) to the repair of equipment under guarantee in the following cases:

1. Where the equipment works correctly but accessories are missing or damaged.
2. Where the equipment does not include its production label.
3. Where the transmitter has no battery or the battery is worn and is more than one year old.
4. Where the motor, signal or power supply terminals on the equipment have blown.

· All material will be accepted for repair provided that it arrives through the established form of distribution, includes a delivery note and is carriage paid. Once repaired, it will be returned freight prepaid if still under guarantee.

The established form of distribution is: [www.jcm-tech.com/rma/](http://www.jcm-tech.com/rma/)

The aforementioned link must be completed with the client's contact information, the list of items with the SAP code, and the amount shipped for the product return to be accepted.

· Equipment to be repaired that is not under guarantee will only have the accessories required for it to work properly fitted, except where indicated otherwise by the client.

## **RETURNS**

· JCM TECHNOLOGIES, S.A.U. can accept returns of material following consultation with the Sales department and within a maximum period of 20 days as of delivery.

· The following conditions will be applied for refunds:

1. The delivery note is required for the returned material.
2. The refund may not be made before prior inspection by JCM TECHNOLOGIES, S.A.U., the staff of which will carry out the inspection without 15 days.
3. After this time, the refund will be made on the next invoice due.
4. The refund will be for 95% of the amount invoiced, provided that the product and packaging are in perfect conditions.
5. Where the return contains damaged packaging, a maximum of 95% the total amount will be refunded.
6. Where the return contains damaged plastic or metal boxes, a maximum of 75% the total amount will be refunded.
7. Where the return contains customized equipment, a maximum of 75% the total amount will be refunded.

The established form of distribution is: [www.jcm-tech.com/rma/](http://www.jcm-tech.com/rma/)



The aforementioned link must be completed with the client's contact information, the list of items with the SAP code, and the amount shipped for the product return to be accepted.

## **SPECIAL EQUIPMENT OR PROJECTS**

For special or customised equipment (that does not appear in the current price list), a prior feasibility study will be carried out and its price and conditions of development and delivery will be indicated in an estimate.

## **RESERVATION OF OWNERSHIP-RISKS**

1. JCM TECHNOLOGIES, S.A.U. expressly reserves ownership of the products delivered until complete payment of the price of sale, interests and expenses, etc. As a result, payment of any drafts, promissory notes, cheques or other bond creating an obligation to pay will not be considered made, pursuant to this provision, until said documents have been paid in full.

2. However, the risks are transferred to the Client as of delivery of the products.

The Client agrees to the safekeeping and preservation of the products and the signing of the appropriate insurance policies in order to cover any damage and accidents that may be caused to the products.

3. Should the Client suspend payments, JCM TECHNOLOGIES, S.A.U. may reclaim the products. The amounts previously paid on account will remain held by JCM TECHNOLOGIES, S.A.U. as a penalty clause.

## **RESCISSION CLAUSE**

1. Total or partial breach by the Client of any of his obligations, not making any payment when due, delays in payment by the Client and, more particularly, noting of a dishonoured bill of exchange or of a deposit on part or all of his business may, in the opinion of JCM TECHNOLOGIES S.A.U., lead to expiry of the term and, as a result, the immediate demand of any outstanding amounts and the interruption of all deliveries and the rescission of all valid contracts.

2. Where this rescission clause is made effective, JCM TECHNOLOGIES, S.A.U. or its representatives are expressly authorized to enter the Client's property to recover the products involved in the application of Section Six.

## **FORCE MAJEURE**

The parties will not be liable for any breach due to force majeure. In compliance with the obligation, it will be delayed until the case of force majeure has ended. Where the force majeure lasts for more than two (2) months, the contract may be terminated on request by one of the two parties without any type of compensation.



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