

Sale General Conditions

1. All supplies will be made in accordance with these General Conditions of Sale. The buyer accepts them in all their parts; Any order implies the acceptance of these General Conditions by the Buyer, unless otherwise agreed in writing.
2. These General Conditions of Sale, together with the written offer of SEW-EURODRIVE ARGENTINA SA, will prevail over any other type of negotiations or correspondence, and constitute the sole and complete agreement between the Buyer and SEW-EURODRIVE ARGENTINA SA with respect to the conditions that control the order. SEW-EURODRIVE ARGENTINA SA will not be considered bound by any waiver or modification of these Conditions that have not been expressly made, in writing, and by a duly authorized representative.
3. These Conditions shall be deemed to have been communicated to the Buyer from the moment he receives an offer from SEW-EURODRIVE ARGENTINA SA accompanied by these Conditions. Alternatively, they will be considered as communicated if the Buyer received them previously in the course of his business relationship with SEW-EURODRIVE ARGENTINA SA, in all these cases being considered accepted by the Buyer, for all purposes, when placing his order.
4. The terms of payment for each transaction will be agreed between the Buyer and SEW-EURODRIVE ARGENTINA S.A. and will only be applicable once established by the latter. These payment terms must be specified in all documents related to the commercial operation. SEW-EURODRIVE ARGENTINA S.A. may carry out any credit and financial analysis of the Buyer that it deems necessary in order to establish the payment terms that will govern the commercial relationship.
5. Offers will only be valid for the period specified therein. SEW-EURODRIVE ARGENTINA SA, however, reserves the right to revoke them in whole or in part at any time before the Buyer receives the order. The operation will not be considered firm until the written acceptance of the order by SEW-EURODRIVE ARGENTINA SA after the completion of the Contract.
6. The data consigned in the catalogs, documentation, plans, photographs, and in general, all those included in the offers, may be modified by SEW-EURODRIVE ARGENTINA SA without prior notice.
7. All expenses and taxes that give rise to the formalization and fulfillment of the order, will be paid by the Buyer. In the event that the Buyer is the holder of a tax exemption or has a tax exemption certificate regarding any or all of the taxes that may be applicable to the operation, he or she must present to SEW-EURODRIVE ARGENTINA SA the document or certificate issued by the tax authorities competent in a manner acceptable to SEW-EURODRIVE ARGENTINA SA.
8. SEW-EURODRIVE ARGENTINA SA reserves the right to delay delivery due to non-payment, on the stipulated date, of advances or payments of previous orders of the Buyer, as well as for any variation in the characteristics of the products proposed by the Buyer, and accepted by SEW-EURODRIVE ARGENTINA SA after the completion of the Contract.
9. The supply will refer only to the materials specified in the corresponding order, accepted by SEW-EURODRIVE ARGENTINA SA. Agreements or verbal modifications will only be valid after being confirmed in writing.
10. The place of delivery of the products to be supplied will be in one of the following plants, to be defined according to the criteria of SEW-EURODRIVE ARGENTINA SA:
 - Buenos Aires Plant: Panamericana Route Km 37.5, Lot 35 - (B1619IEA) Garin Industrial Center - Prov. Of Buenos Aires
 - Córdoba Plant: National Route 19, Block 97, Lot 5 - (X5125) Malvinas Argentinas - Province of Córdoba
 - Santa Fe Plant: Route Prov. 21 Km 7, Lot 41 - Alvear Industrial Park - (2126) Gral. Alvear - Santa Fe Province
 - Mendoza Plant: Francisco Gabrielli (ex Urquiza) 2060 - Industrial Zone - Guaymallen- CP 5521 - Province of Mendoza
11. The delivery conditions and responsibilities for the merchandise that is the object of the supply are defined according to the following clauses:

EXW: Determines that the place of delivery of the merchandise is at the SEW-EURODRIVE ARGENTINA SA plant, transferring the risk to the customer at the moment in which the merchandise is placed on the means of transport contracted by the latter. Freight and insurance (optional) at the customer's expense.

CPT: Determines that the place of delivery of the merchandise is the one agreed between the parties, transmitting the risk to the client at the moment in which the merchandise is placed on the means of transport contracted by SEW-EURODRIVE ARGENTINA SA. of a transport, the risk is transferred when being loaded on the first one. Insurance (optional) at the customer's expense.
12. Packaging and transport costs will be borne by the Buyer, unless otherwise indicated in writing. In the event of transport by the Buyer, the merchandise will be insured only upon his express request, in writing and at his expense. If, at the Buyer's request, the transport is contracted by SEW-EURODRIVE ARGENTINA SA, the costs will be paid by the Buyer. Additionally, if the value of the transported merchandise exceeds USD 20,000.- (Twenty thousand United States dollars), the Buyer will pay an amount equivalent to 2% of the merchandise transported as insurance.
13. Supplies will be made as soon as possible. Any type of claim by the Buyer for non-compliance with the delivery period is expressly excluded. SEW-EURODRIVE ARGENTINA SA is not responsible for any type of delay, including, without limitation, those caused by acts of God, force majeure, union conflicts, non-compliance of sub-contractors, lack of communication in time and form of any necessary information that must be supplied by the Buyer, as well as any other circumstance beyond the control of the company.
14. In case of partial supplies, any partial supply will be considered as separate business and the fulfillment or non-fulfillment of this partial supply will not influence the other partial supplies.
15. If all or part of the finished products could not be delivered on the agreed date for reasons inherent to the Buyer, SEW-EURODRIVE ARGENTINA SA reserves the right to dispose of them after 30 days from the notice of availability. In such cases, the costs that SEW-EURODRIVE ARGENTINA SA must incur for the re-adaptation of the products will be borne by the Buyer.
16. This supply is considered to be made under the regime of "sale with reservation of domain under resolution condition" until the buyer has made full payment of the price thereof, leaving the operation subject to what the laws prescribe in this regard, with special attention with regard to the risk of the things that are the object of the supply and the eventual application of the commission agreement.
17. The order cannot be unilaterally canceled by the Buyer. Otherwise, SEW-EURODRIVE ARGENTINA SA may ask the Buyer for compensation for damages caused.
18. Any claim that the Buyer must make regarding the identity, quality, characteristics, defects, etc., of the merchandise, must be formulated in writing and within four days of receiving it. After this period, the total acceptance of the merchandise is presumed, excluding any possibility of claim.
19. In the event of vices or defects in the supply, SEW-EURODRIVE ARGENTINA SA will only be bound by its free choice, to repair or replace the merchandise or its corresponding parts, the Buyer being responsible for the transportation and labor costs necessary for that purpose. Any other claim or defects that the Buyer claims are expressly excluded. In no case, and as long as the Law allows it, SEW-EURODRIVE ARGENTINA SA will be responsible for any other damages that, directly or indirectly, could be caused to people or things as a result of defects in the supply. This also applies to the Buyer's loss of earnings.
20. The Buyer guarantees that the manufacture and supply of goods manufactured according to his instructions do not infringe the industrial property rights of third parties.
21. If molds, models, tools or other facilities are manufactured or purchased on behalf of the Buyer, SEW-EURODRIVE ARGENTINA SA will invoice a part of the costs to the Buyer. However, and when these costs do not fully cover the expenses in this regard, the molds, templates, tools, etc., will remain the property of SEW-EURODRIVE ARGENTINA SA.
22. Payments will be made in US Dollars or equivalent pesos according to the result of the exchange rate seller, source Banco Nación Argentina, in force on the day before the payment date. Any delay in payments will entitle SEW-EURODRIVE ARGENTINA SA to invoice interest for the delay, which will correspond to those applied by Banco Nación Argentina for short-term credits. Any payments by means of checks or letters will only be accepted under the reservation of its good end.
23. The Buyer will not have any right to compensation or retention of payments for any claim that he claims against SEW-EURODRIVE ARGENTINA SA In case of delay of a payment, SEW-EURODRIVE ARGENTINA SA may consider as past due any other payments to be made by the Buyer.
24. Offers will be valid for a period of four weeks.
25. Any payment conditions that differ from those set by SEW-EURODRIVE ARGENTINA SA, will only be valid if it has expressly accepted them.
26. The Buyer and SEW-EURODRIVE ARGENTINA SA expressly submit, and expressly waive any other jurisdiction and jurisdiction that may correspond, to the competence and jurisdiction of the Courts of the city of Buenos Aires.
27. **Export Control Regulations:**
 - (1) The Parties (SEW-EURODRIVE Argentina SA and the Other Party) acknowledge that the supply and / or service or parts thereof, in particular the export and transit of goods, technology transfer, trade and intermediation, technical support or Provision of resources may be subject to specific EU, German, US export control laws and regulations. USA or other countries (for example, restrictions against countries, people, use, etc.) and financial penalties (later called Export Control Regulations).
 - (2) The Parties will comply with all applicable Export Control Regulations. This includes, in particular, any regulations of the country of destination. The Parties acknowledge that the supply and / or service affected by said Export Control Regulations may be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation prevents SEW or the Other Party not only temporarily from complying with this Agreement, then each Party shall have the right to cancel the affected supply and / or service or the Agreement in its entirety or in part.
 - (3) Delays caused by the licensing procedures of the competent export control authorities will extend the execution time accordingly; this applies in particular to delivery times.
 - (4) All claims for compensation in connection with the denial or delay of an application due to the Export Control Regulations are excluded, unless they relate to damage caused by injury to life, body or health, or unless the damage was caused intentionally or through gross negligence by either Party.
 - (5) The Parties undertake to cooperate in any authorization / license procedure. Upon request, each Party will immediately provide the relevant information / documents (e.g. end-use certificates) that are required in the application process to the other Party.

TERMS AND CONDITIONS OF WARRANTY

SEW-EURODRIVE ARGENTINA SA guarantees the Buyer that the product to which this guarantee refers will be free of manufacturing and workmanship defects for 12 months, counting from the date of purchase of the product by the user. The warranty service covers only those defects that arise as a result of normal use of the product and not for those that result from:

1. Incorrect use and / or selection according to the technical specifications of the product.
2. Modification of the original nominal operating conditions for which the equipment was purchased.
3. Inappropriate or inadequate maintenance, alteration or repair carried out by personnel not authorized by SEW-EURODRIVE ARGENTINA SA
4. Damage or breakage during transportation.
5. Normal operating wear occurs within the warranty period.
6. Product damage or breakage due to improper installation and / or use, such as:
 - Misaligned mounting on the input and / or output shaft of the reducers, gearmotors or electric motors.
 - Mounting position other than the position specified on the equipment identification plate.
 - Use of lubricants not recommended by SEW-EURODRIVE ARGENTINA SA
 - Operating conditions in ambient temperature ranges other than the nominal ones.
 - Incorrect line connection based on its rated voltage.
 - Absence of protection elements due to overload or lack of phase in electric motors.
 - Incorrect calibration of the electrical protection of the motors.
 - Incorrect assembly depending on the recommended protection and ventilation conditions.
 - Presence of foreign elements inside the equipment, such as water or dirt.
 - Lack of protective ground connection, or poor connection.
 - Incorrect load connection or out of range as specified in the operation manual.
 - Repeated reconnection after an overload shutdown.
 - etc.
7. Any deviation from the installation, use and maintenance conditions specified in the installation and maintenance manuals.

To ensure the validity and validity of the guarantee, the user must request SEW-EURODRIVE ARGENTINA SA, after purchasing the products, to inspect the installation. After verifying the correct installation and operation of the products purchased by the customer, SEW-EURODRIVE ARGENTINA SA will issue a written proof of acceptable installation and operation. If the incorrect installation and / or use of its products is verified by SEW-EURODRIVE ARGENTINA SA, the user will be notified of such circumstance in writing, informing him or her of the expiration of the warranty service until the conditions of use and / or installation are corrected. The warranty and product inspection services are free of charge for the customer during the first visit up to a maximum of 4 hours of permanence in the place where the equipment is installed for verification. These services do not include travel and accommodation expenses of SEW-EURODRIVE ARGENTINA SA personnel entrusted to perform the services; These expenses are for the account and order of the client.

SEW-EURODRIVE ARGENTINA SA does not offer any guarantee that the operation of its products will be uninterrupted or free of errors. Under no circumstances will SEW-EURODRIVE ARGENTINA SA be responsible for any loss or damage and / or any charge for loss of profit that is a direct, indirect or remote consequence of the use or malfunction of the product, whatever the basis of the claim (contractual, tort or legal).