

# GENERAL TERMS OF SALE 2026 (B+EXW)

(These terms of sale substitute all previous terms of sale)

Orders will have to be confirmed in writing by sending an e-mail:

**orders@a-emotionallight.com**. All sales will be made according to the following terms, which must be accepted by the client when placing the order. This price list (RSP, VAT not included) substitutes all previous price lists.

## 1 – LEAD TIME:

**The manufacturer will provide an estimated manufacturing time in the Order Confirmation, and it relates to the date on which the goods are ready to ship (Transport time is not included). This date is only indicative and not binding, so, the company will not admit any claims for delays on the shipping and delivery**

dates or any other claims of whatsoever nature (claims for compensation, etc.), unless specifically agreed with the manufacturer.

## 2 – PRICES:

The Prices content in this Price List are in €, are Recommended Retail Prices, VAT Excluded, and it replaces any previous price list.

## 3 – PAYMENT TERMS:

Payment conditions will be agreed previously between Commercial Direction and customer.

**Payment in Advance** with Proforma Invoice will be applied for:

- The first order placed by a new customer unless another payment terms be agreed with the Commercial Direction.
- Orders placed by those customers who have deferred payment conditions, but they have not made any purchase in the last 12 months.

Deferred payment should be agreed between Commercial Direction and the customer. The payment period starts just as of the date specified on the invoice and the payment/s must be made on the exact due date/s. The invoice maturity date cannot be altered by the customer in any case and any bank charges which may arise as a result of late payment will be added to the invoice.

The purchaser is not authorized to withhold due payments (neither the total payment nor partial payments), in the event that a claim has not been resolved. The merchandise delivered will remain in the property of Calor Color S.L. until full payment of said merchandise has been made.

## 4 - DELIVERY CONDITIONS:

**4.1 UE COUNTRIES:** Orders will be served **DAP** (INCOTERMS 2020, ICC Paris). Orders less than **1.000 € Net Price** will be charged with 45€ for administrative expenses (Shipping & Handling).

### Exceptions:

- **Bulgaria, Croatia, Estonia, Greece (only continental), Latvia, Lithuania and Romania:** Orders of less than **1.200 € Net Price** will be charged with 67€ for administrative expenses (Shipping & Handling).
- **Cyprus, Ireland and Malta:** Orders will be served **EXW** O Milladoiro (INCOTERMS 2020, ICC Paris). Transport costs full at customer charges.

**4.2 NOT UE COUNTRIES:** Orders will be served EXW O Milladoiro (INCOTERMS 2020, ICC Paris). Transport costs full at customer charges.

### Exceptions:

**Switzerland & Liechtenstein:** Orders will be served **DAP** (INCOTERMS 2020, ICC Paris). All the orders will be charged with 50€ for export paperwork.

Orders less than 1.000 € Net Price will be charged with 45€ for administrative expenses (Shipping & Handling).

**United Kingdom, Norway & San Marino:** ask for specific Terms of Sale.

**4.3 ALL THE COUNTRIES:** References **AC03, AF03, FL04-4 and FL04-16** will be served **EXW** O Milladoiro (INCOTERMS 2020, ICC Paris). Transport costs full at customer charges.

## 5- TRANSPORT DAMAGE AND CLAIMS:

Upon delivery of goods, the client must check and record in the delivery note, if there is any external sign of damage of boxes as well as if the carrier has mishandled the packages.

In the event the merchandise incurs in any damage during transport there is a maximum 24-hour period as of receipt of merchandise to give notice to our customer service department. After this period of time the manufacturer shall not be liable for any expenses originated from transport costs or repairs.

No claims and returns will be accepted without our authorisation, and a claim number will be issued. The claim number should be clearly visible on the label package of the returned lamp to be identified on the arrival to our warehouse. Goods received in our warehouse without previous notice or without a claim number will be returned to the sender.

Handcrafted products may not be identical, and no claims will be accepted for slight variations in the form of the lamps. Opalescent glass may present on occasions, lines, dots, areas with different tones or irregular marks on its surfaces. All the above are characteristics of the handcrafting or the material and may not be considered defects.

Bulbs provided are subject to quality control carried out by their manufacturer.

Calor Color S.L. reserves the right not to accept claims regarding bulbs.

## 6 - CANCELLATION OF ORDERS:

There is a 48 hours maximum period in which orders may be cancelled as of receipt of the order confirmation. After this period no cancellations will be admitted.

## 7 - RETURN OF GOODS:

As a general rule no returns will be admitted. In the exceptional cases, the Commercial Direction will authorize the return, with a . In this case, the customer should organize the transport to our warehouse and after check the goods are in perfect condition a maximum of the 90% amount of the goods will be refunded. If the goods are not received in perfect condition and with their original packaging the costs of reparation and packing will be deducted from the refund.

Returns will NOT be admitted on:

- Customized products
- Discontinued products
- Products that have been installed
- Products delivered after 3 months.

## 8 - PRODUCT MODIFICATIONS:

All product modifications are subject to price changes, request information. Single colour shades should be ordered in one colour; Two-colour shades should be a combination of colours from the ones recommended. No other combination of colours will be accepted.

### Cable length modifications:

- For cables between 1,5 and 3 meters: 5% surcharge.
- For cables between 3 and 5 meters: 7% surcharge.
- For lengths above 5 meters, ask for price.

### Painted Stainless Steel-customized colours:

There is possible to customize the color of the lamps made by stainless steel mesh painted.

- RAL or NCS code required
- Minimum order: 3 units
- Surcharge: 17%

## 9 - GUARANTEE:

Electronic material has a three-year guarantee.

### **NOTE:**

**Calor Color S.L. reserves the right to make any and/or all changes that he deems fit without any prior notice with the aim of improving the light fittings.**

**In the event of dispute or possible litigation the parties agree to waive their own jurisdiction and submit to the courts and tribunal of the province of A Coruña, Spain.**

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