

Orbea S.Coop. Ltda.
Polígono I. Goitondo,
48269 Mallabia (Bizkaia)
Spain
t.(UK) +44 (0)1753 851111
t.(ES) +44 (0)2036 270549 (local call rate)
www.orbea.com
www.orca.com



SUMMARY TRADING TERMS AND CONDITIONS

ORDERING

- Orders to Orbea must be placed in writing, either by email or through our Dealer Area - B2B System.
- All orders will be processed at time of ordering and will be despatched if the account is operating within agreed payment and credit limit terms.
- Any orders received by ORBEA from an agent of a customers business will be valid and the terms detailed there apply.
- Pre-Orders placed after the pre-order cut off date cannot be guaranteed and will not have the pre-order discount applied.

CARRIAGE

- Carriage is chargeable as per agreed commercial terms and does not constitute part of any commercial targeted turnover.

DELIVERY

- Deliveries are all dispatched directly from Orbea's Spanish or Portugese plants. No stock is held in the UK
- A delivery note detailing the contents, will accompany the order.
- If any part of a consignment is refused for whatever reason, please notify the ORBEA office within three days, by email.
- If any part of the consignment is missing or damaged, please notify the ORBEA office within three days of receipt, by email.
- Deliveries will be dispatch as per your pre-order instructions.
- Accounts that are out of terms run the risk of having preorders either cancelled or delayed, and commercial terms adjusted to lower levels.

AVAILABILITY

- Any goods not available that are put on back order will be despatched automatically when they come into stock.
- Any future availability dates given to the customer are based upon the best information we have and are open to change due to the level of forward order business and factors beyond our control.

RETURNS AND WARRANTY

- Please contact the Orbea/Orca office to inform them if you have a return or warranty before sending the items to ensure the appropriate warranty reference number is applied and your claim is dealt with correctly.
- Where credit notes are issued they will be at the price prevailing at time of invoice.
- Any customer who promises to refund or replace any item without confirmation by a member of ORBEA staff does so at their own risk.

SPECIFICATION

- ORBEA reserves the right to alter specification without prior notice.

PRICING AND INVOICING

- ORBEA reserves the right to alter prices at any time without prior notice.
- ORBEA may from time to time have special offers or promotions. Any prices that apply to these promotions are only available on or before the closing date.
- Any orders received after the pre-order cut off date will be process at the wholesale price
- If a customer has a problem or query with an invoice please contact ORBEA within three days.
- All invoices are due for payment 30 days after the invoice date (unless otherwise agreed).
- A statement can be supplied to all customers soon after each calendar month end to assist in the payment process.
- Credit limits are in place and accounts will automatically be put on stop if the authorised limit is surpassed.
- Accounts are put on stop when the agreed trading terms are exceeded.
- When payment terms are exceeded, pre-order and backorder items will be released for general sale.
- ORBEA MALLABIA will levy an interest charge of 6% per annum on all overdue accounts.
- In accordance with s17(1) Sale of Goods Act 1979 it is the intention of both parties that all goods remain the property of ORBEA S.Coop. Ltda until, in accordance with s19(1) Sale of Goods Act 1979, payment is received in full. Nothing in this clause is intended to create a charge requiring registration at Companies House.
- If any part if these terms and conditions are invalid its invalidity does not affect the rest of these terms which will remain valid and enforceable in all respects.

Orbea S. Coop Ltda. Polígono I. Goitondo. 48269 Mallabia (Bizkaia). Spain (ES-F20032348)

Authorised Signature

Print Name

Position in Company

Company Name

Date:

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