

Field of application:

The present conditions of e-sales are concluded on the one side by the company KSB POMPES ET ROBINNETERIE with the social capital of 2 000 000 DHS whose registered office is located at 1 Rue El Koutia Oukacha, Ain Sbâa 20580, Casablanca, registered with the Trade and Companies Register of Casablanca. Under the number 192 475 hereafter called KSB POMPES ET ROBINNETERIE and managing the site <https://shop.ksb.com> and, on the other side, by any natural or legal person wishing to proceed to a purchase via the Internet site <https://shop.ksb.com>, hereafter called "the purchaser" or "customer".

Article 1: Purpose

The present conditions of e-sales aim at defining the contractual relations between KSB POMPES ET ROBINNETERIE and the purchaser and the conditions applicable to any purchase carried out by the means of the Internet site <https://shop.ksb.com>.

The acquisition of a product through the present site implies unreserved acceptance by the purchaser of the present conditions of e-sales, which the purchaser acknowledges having read prior to his order. Before any transaction, the purchaser declares to have taken knowledge of the general conditions of sale on the site <https://shop.ksb.com>

The company KSB POMPES ET ROBINNETERIE retains the possibility of modifying these conditions of sale at any time, in order to respect any new regulation or with the aim of improving the use of its site. Thus, the applicable conditions will be those in force at the date of the order by the purchaser.

Article 2: Scope of obligations:

2.1 These general terms and conditions are intended to govern the entire relationship between KSB Pompes et Robinetterie and its customer.

2.2 The scope and content of KSB Pompes et Robinetterie's obligations are solely determined by its acceptance of the order registered on the site. This acceptance is sent in the form of confirmation by e-mail to the address known to the customer.

2.3 All deliveries and services are governed exclusively by these terms and conditions; any deviation from these terms and conditions is subject to the written approval of KSB Pompes et Robinetterie.

Article 3: Price:

3.1. The prices appearing on the site <https://shop.ksb.com> are EXW in MAD including all taxes (TTC) taking into account the VAT applicable to the day of the order. Any change in the rate of the VAT could be reflected on the price of the products.

3.2. The EXW prices indicated do not include shipping costs.

3.3. KSB POMPES ET ROBINNETERIE may revise its prices at any time, inter alia, in the event of a change in the factory's sales conditions or in the event of exchange rate fluctuations.

3.4 The commissioning of goods is not included in the sales prices of KSB POMPES ET ROBINNETERIE. This commissioning will be invoiced at the hourly rate applicable at the time of commissioning.

Article 4: Access to the site

To access the site <https://shop.ksb.com>, the purchaser must ask KSB POMPES ET ROBINNETERIE to create an account on the site <https://shop.ksb.com>. He will then receive an ID-USER as well as a secure login, only the holder of the e-mail account will be entitled to place orders.

The buyer will be able to change his password, which he will keep under his responsibility. He will have access to all the options allowed on the site <https://shop.ksb.com>, namely: to consult his account, to place order...

Article 5: Transaction

The confirmation of an order implies the acceptance of these terms of sale, the recognition of having perfect knowledge of them and the renunciation to prevail itself of its own conditions of purchase.

All the data provided, and the recorded confirmation shall be deemed proof of the transaction. KSB POMPES ET ROBINNETERIE will communicate by e-mail the confirmation of the recording of the order.

If the customer wishes to contact the company KSB POMPES ET ROBINNETERIE, he can do it either by mail at the following address: 1 Rue El Koutia Oukacha, Ain Sbâa 20580, Casablanca; or by email at the following address: maroc@ksb.com, or by phone at +212 522 35 29 34.

Article 6: Delivery and insurance:

6.1 The goods are sold, taken and approved in the stores of KSB POMPES ET ROBINNETERIE. They travel at the customer's risk, even if they are delivered, exceptionally, to the customer's stores or to another agreed place. The customer should take out such insurance as he may deem necessary to guarantee the collection or delivery.

6.2 KSB POMPES ET ROBINNETERIE shall not be responsible for commissioning the products, unless this has been expressly agreed in writing between KSB POMPES ET ROBINNETERIE and the customer.

Article 7: Delivery and commissioning times.

7.1 The agreed delivery periods begin to run from the date of the written order confirmation of KSB Pumps and Valves, but in no case before the clarification of all commercial and technical questions between the contractual parties, and the provision of the documents, materials, authorizations, approvals, payment guarantees to be provided by the customer and the receipt of the agreed down payment, if this is not the case the delivery period is extended accordingly unless the delay is caused exclusively by KSB Pumps and Valves.

7.2 Compliance with the delivery period is subject to the condition that KSB Pumps and Valves is supplied correctly and in good time by its own suppliers. The customer will be notified as soon as possible of any delays that become apparent.

7.3 The delivery period shall be deemed to have been observed if KSB Pumps and Valves has carried out the actions required by the contractual terms of trade. If acceptance is to take place, the delivery period ends on the date of acceptance, unless the customer refuses to accept the goods for good reason, or alternatively on the date of notification that the goods are ready for acceptance.

7.4 If the dispatch and/or acceptance of the goods is delayed for reasons for which the customer is responsible, KSB POMPES ET ROBINNETERIE will charge the costs incurred by the delay within 15 working days from the date of the notification of readiness for dispatch in accordance with the current price list.

7.5 In the event of force majeure, strikes and other circumstances or events beyond the control of KSB Pumps and Valves, the delivery period is extended accordingly. If the duration of such events exceeds three months, KSB Pumps and Valves and its customer may withdraw from the contract without being entitled to claim damages.

Article 8: Transfer of ownership / transfer of risk

8.1 Ownership of the goods shall not pass to the customer until the price has been paid in full, including interest and the lump-sum compensation pursuant to Article 10.3, if applicable.

8.2 The delivery of bills of exchange or any other instrument creating an obligation to pay shall not constitute payment within the meaning of this article.

8.3 As long as the price of the goods has not been paid in full, the customer may neither pledge them nor encumber them with other securities. The customer is not entitled to resell the delivered goods or to incorporate them in his own or a third party's installations before the transfer of ownership in accordance with Clause 8.1 unless he has obtained the express prior consent of KSB POMPES ET ROBINNETERIE. In this case, the customer undertakes to insert in the contract with the third-party purchaser a retention of title clause, according to which the third-party purchaser shall not become the owner of the goods until full payment of the price by the customer to KSB POMPES ET ROBINNETERIE. In this case, the customer shall assign equal rights and claims arising to him from the resale duly authorized by KSB POMPES ET ROBINNETERIE to the third-party purchaser and shall fulfil all formalities required in this respect. An assignment as described above shall in no case release the customer from his obligation to pay the price to KSB POMPES ET ROBINNETERIE.

8.4 The delivered material is under the responsibility of the customer, the transfer of risk is affected at the time of delivery to KSB's premises, the purchaser should take out the necessary policies and make the necessary arrangements to guarantee KSB's ownership until full payment and full transfer of ownership

Article 9: Claims

9.1 The customer is obliged to check the conformity of the goods upon receipt and to approve their acceptance. In case of discrepancy with the delivery documents, or in case of damage, shortage, or other deterioration of the goods, the customer is obliged to exercise immediately and by priority his recourse against the carrier, as well as to take all useful measures to limit his damage. No claim by the person responsible for non-conforming deliveries can be accepted unless it is made in writing and, under penalty of forfeiture, immediately upon discovery of the defect, but in any case, within five working days of delivery of the goods.

9.2 Any claim for hidden defects must be made, under penalty of forfeiture, in writing within five working days of the discovery of the defect or from the time the customer should have discovered the hidden defect.

9.3 Any return to its stores that KSB POMPES ET ROBINETTERIE authorizes will be at the customer's expense, risk, and peril.

Article 10: Payment

10.1 KSB POMPES ET ROBINETTERIE's invoices are payable within a maximum of 60 days end of month from the date of issue. KSB POMPES ET ROBINETTERIE shall not accept partial payment, unless expressly agreed in writing.

10.2 In the event that KSB POMPES ET ROBINETTERIE has explicitly authorized payment in advance, the price shall become immediately and fully due and payable in the event of non-payment of the price or the balance due on the due date. In this case, KSB POMPES ET ROBINETTERIE also reserves the right to take back any delivery or to make any delivery against cash payment. If an invoice is not paid on the due date, all other invoices of the customer shall become immediately due and payable.

10.3 Any delay in payment shall automatically entail on the day following the date of payment shown on the invoice, the payment of interest at the legal rate in force.

10.4 Payments must be addressed to KSB POMPES ET ROBINETTERIE's head office.

10.5 Complaints about invoicing can only be considered if they are made in writing within 5 working days of the invoice date.

10.6 If there are well-founded doubts as to the creditworthiness of the purchaser, in particular if the purchaser is in default of payment, KSB POMPES ET ROBINETTERIE is entitled to demand advance payments or securities and to revoke previously granted payment periods, without prejudice to its rights for future deliveries.

Article 11: Guarantees

11.1. a Unless expressly agreed otherwise in writing, the warranty on the goods shall extend for 18 months from the date of delivery. It covers hidden manufacturing defects which are noted and reported to KSB POMPES ET ROBINETTERIE in accordance with Article 9.2 of these general conditions...

11.1 b Goods which are found to be defective shall be returned to KSB POMPES ET ROBINETTERIE in accordance with Article 9.3 of these General Terms and Conditions. KSB POMPES ET ROBINETTERIE reserves the right to choose whether to repair or replace the defective goods as soon as possible, depending on the possibilities open to it, but without prejudice to the provisions of Article 9 of these General Terms and Conditions.

11.2 Only if repair, or replacement is not possible for KSB POMPES ET ROBINETTERIE or is disproportionate, the customer may demand either rescission of the contract or a reduction in the price paid, without rescission of the contract being possible if the defect is, in the reasonable opinion of KSB POMPES ET ROBINETTERIE, minor. Under no circumstances shall the customer be entitled to claim any compensation whatsoever other than the reduction of the price, and shall be excluded from any compensation by KSB POMPES ET ROBINETTERIE, all indirect or incidental damages, such as loss of customers, loss of profit, loss of earnings, etc.

11.3 Unless expressly agreed otherwise in writing, the commissioning warranty shall extend for six months from the date of commissioning to the customer. The commissioning guarantee consists of an undertaking by KSB POMPES ET ROBINETTERIE to remedy the commissioning defect by repair. The warranty on this repair work extends for three months from the date of its execution.

11.4 No warranty is given for goods or commissioning work which has not been delivered or performed by KSB POMPES ET ROBINETTERIE. The warranties offered in these General Terms and Conditions are the only warranties available to the customer.

11.5 KSB POMPES ET ROBINETTERIE shall have no warranty obligation if the customer has carried out work on the goods himself or through third parties, if the customer has handled the goods in a manner not in accordance with the instructions of KSB POMPES ET ROBINETTERIE or with the instruction manual, or, in the case of commissioning, if the customer has carried out corrective or repair

work himself or through a third party without the express prior written consent of KSB POMPES ET ROBINETTERIE.

Article 12: Catalogs

The characteristics of the goods as described in the KSB POMPES ET ROBINETTERIE catalogs are only indicative, and KSB POMPES ET ROBINETTERIE reserves the right to make changes to the goods as it sees fit.

Article 13 : Express cancellation clause :

In the event of non-payment of a single instalment or if the Customer applies for terms and conditions from any of his creditors, or if he applies for a judicial or extra-judicial composition, or if he makes a confession of bankruptcy or is the subject of bankruptcy proceedings, or if any part of his assets are seized, in the event of the death, liquidation or dissolution of the customer, or in the event of force majeure as defined in Article 4 and lasting for at least 30 days, KSB POMPES ET ROBINETTERIE shall be entitled to terminate the contract with immediate effect by sending a registered letter without notice of default. The customer or his beneficiaries shall be obliged to return the goods to KSB POMPES ET ROBINETTERIE within 24 hours of the dispatch of the above-mentioned letter.

Article 14 : Compliance and export control

14.1 As stated in its general code of conduct, KSB POMPES ET ROBINETTERIE and its employees are committed to honest and professional behavior, including compliance with legal requirements and ethical standards. KSB Pumps and Valves expects similar behavior from its customers and other business partners. If the customer fails to comply with statutory provisions, in particular in the event of fraudulent or corrupt actions, KSB POMPES ET ROBINETTERIE is entitled to terminate the contract immediately and without notice. It also reserves the right to claim damages.

14.2 The purchaser undertakes to comply with the applicable regulations concerning the management of its personnel, environmental protection and occupational health and safety rules, and, within the framework of its activities, to constantly reduce the potential negative effects on human health and the environment.

14.3 The purchaser undertakes to comply with the regulations applicable to export control and embargoes. The purchaser shall immediately inform KSB POMPES ET ROBINETTERIE if the goods to be delivered are destined for a country or individual subject to export restrictions or embargoes. The same shall apply if such facts become known to the purchaser later. The Buyer shall be responsible for obtaining any license required for export under the applicable regulations unless KSB POMPES ET ROBINETTERIE has expressly undertaken to obtain it. All deliveries shall in any event be made after any necessary licenses have been granted; delivery dates shall be adjusted accordingly. If the necessary licenses are not granted within a reasonable period, both parties shall have the option of terminating the contract.

Article 15 : Responsibility

The company KSB POMPES ET ROBINNETERIE in the process of remote sale, is held only by an obligation of means. Its responsibility cannot be engaged for a damage resulting from the use of the Internet network such as loss of data, intrusion, virus, rupture of the service, or other involuntary problems.

Article 16 : Intellectual Property

All elements of the site <https://shop.ksb.com> are and remain the exclusive intellectual property of the KSB Group. No one is authorized to reproduce, exploit, or use for any purpose whatsoever, even partially, elements of the site whether in the form of a photo, logo, visual or text.

Article 17 : Personal data

The company KSB POMPES ET ROBINNETERIE undertakes to preserve the confidentiality of the information provided by the purchaser, which he would be brought to transmit for the use of certain services. For this reason, the purchaser has a right of access, of modification and suppression of information relating to it. He can make the request at any time by mail to the following address KSB POMPES ET ROBINNETERIE 1 Rue El Koutia Oukacha, Ain Sbâa 20580, Casablanca, or on the e-mail address: maroc@ksb.com

Article 18 : Miscellaneous

18.1 The invalidity or non-fulfilment of one or more provisions of these general terms and conditions shall not affect the validity or non-fulfilment of its other provisions, which shall remain fully applicable.

18.2 The failure of KSB POMPES ET ROBINETTERIE to exercise a right or entitlement under these General Terms and Conditions or the toleration by KSB POMPES ET ROBINETTERIE of a failure to exercise a right or entitlement under these General Terms and Conditions on the part of the Customer shall not be deemed to be a waiver by KSB POMPES ET ROBINETTERIE of its rights under these General Terms and Conditions.

Article 19 : Applicable law - Jurisdiction

The contractual relationship between KSB POMPES ET ROBINETTERIE and its customer shall be governed exclusively by Moroccan law. Any dispute relating to the contractual relationship between KSB POMPES ET ROBINETTERIE and the customer shall be subject to the exclusive jurisdiction of the courts of the judicial district where the registered office of KSB POMPES ET ROBINETTERIE is established.



KSB Pompes et Robinetterie

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