



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General.**

**1.1** The sales of our products will be governed by the present General Terms and Conditions of Sale, unless otherwise expressly agreed in the relevant quotation or in the Purchase Order Acknowledgement, such agreement constituting particular terms and conditions of the specific Purchase Order. Therefore, any other terms and conditions that have not been expressly accepted by ORBIS TECNOLOGIA ELECTRICA SA (hereinafter the Seller) will be null and void to all effects.

**1.2** It will be deemed that the Buyer has been notified of these General Terms and Conditions as from the moment that the Buyer has been informed about the website where they can be found or as soon as the Buyer receives a quotation from the Seller with these Terms and Conditions enclosed. Alternatively, the Buyer will be deemed notified of these Terms and Conditions if the Buyer received them previously in the course of a commercial relationship with the Seller; in all the aforementioned cases, these Terms and Conditions will be considered as accepted by the Buyer for all purposes when the Buyer places a Purchasing Order.

### **2. Intellectual and Industrial Property Rights.**

The intellectual and/or industrial property rights relevant to the quotation, in all its terms, and any information contained or enclosed therein, in addition to any information relevant to the products sold and to any elements, plans, drawings, software, etc. incorporated in or associated to the products, belong to the Seller; therefore, their use by the Buyer for other purposes other than carrying out / completing the order, or any copying thereof, in whole or in part, or their transfer to a third party for use without the prior written consent of the Seller, is expressly forbidden.

The Seller may use / disclose the name of the Buyer as part of his trading / commercial references.

### **3. Confirmation of Purchase Orders and scope of commercial transactions.**

**3.1** The scope of a sale must be clearly specified in the Buyer's Purchase Order. In order to be considered as valid, the Purchase Order should be expressly acknowledged by the Seller. Online Purchase Orders will be governed by the Terms and Conditions stated in the established system for that purpose.

**3.2** Sales will include only the products specified in the Purchase Order, except in those cases where additional documentation, information, software, services, etc. are expressly included in a Buyer's Purchase Order that has been accepted by the Seller.

**3.3** Weights, dimensions, capacities, technical specifications and configurations relevant to the Seller's products as featured in catalogues, leaflets, brochures or technical literature are provided for reference only, and not binding, except in those cases where the Seller may accept a closed specification from the Buyer, which should in turn become part of the Purchase Order documentation.

**3.4** Any modification and/or variation to the scope, times or any other terms of a Purchase Order that any of the Parties may propose should be notified in writing to and accepted by the other Party in order to become valid. Modifications and/or variations brought about by changes in the applicable laws, regulations or standards that may take place after the submittal date of a quotation will likewise be regarded as such; should these modifications and/or variations impose additional requirements or onerous obligations to the Seller, the Seller will be entitled to a fair adjustment of the contractual terms and conditions to fully reflect the consequences of the new or modified laws or regulations.

#### **4. Pricing.**

**4.1** Selling prices are net prices and do not include VAT or any other tax, duty or charge—these will be included in the relevant invoice at the applicable rates. Unless otherwise specified in the Purchase Order or agreed upon by the Buyer and the Seller as a result of their commercial relationship, prices will include packaging but not transportation or any other charges or insurance fees. Prices are valid only for the entire amount of the products specified in the relevant quotation.

**4.2** When quotations are submitted prior to a Purchase Order, the relevant pricing will be valid during the period stated for each particular case. During this period, prices will be deemed fixed under the payment terms and conditions and for the amounts as specified in the quotation.

**4.3** Once the Purchase Order is accepted by the Seller, the prices will be deemed fixed and not liable to change. However, a price revision will be applicable in any of the following cases:

- a) When agreed upon by the Buyer and the Seller.
- b) When the Purchase Order is modified at the Buyer's request and, in general, when any variation and/or modification may take place as provided for in the present terms and conditions.
- c) When prices are quoted in a currency other than the EURO and there has been a variation in that currency's exchange rate with respect to the EURO from the date on which the Purchase Order was placed to the agreed invoicing dates for each milestone.

#### **5. Payment terms and conditions.**

**5.1** The Seller's quotation, or otherwise the Buyer's Purchase Order accepted by the Seller, will include payment terms and conditions. Payment terms and conditions that have been prearranged within the framework of an ongoing commercial relationship between the Buyer and the Seller may also be used. Such payment terms and conditions will comply with the provisions contained in Law 15/2010 of 5 July 2010, which amends Law 3/2004 of 29 December 2004, whereby measures are established to combat late payment in commercial transactions, and should not exceed, in any instance, the maximum deadlines therein established.

**5.2** Unless otherwise agreed, the payment deadline will be as defined in Law 15/2010 of 5 July 2010, which modifies Law 3/2004 of 29 December 2004.

**5.3** Payment will be made under the agreed terms and conditions, to the Seller's bank account or by any other agreed procedure. Payment will be made with no deductions such as non agreed withholdings, discounts, expenses, taxes or duties, or any other type of deduction.

**5.4** Should the delivery, assembly, installation, commissioning or product reception be delayed due to reasons not attributable to the Seller, the agreed terms, conditions and payment deadlines will remain in force.

**5.5** Should the Buyer delay payments, the Buyer will be obligated, unless otherwise expressly agreed, to pay interest to the Seller on the payment arrears with no previous requirement and as from the payment due date, based on the calculations specified in Article 7 of Law 3/2004 of 29 December 2004. The payment of this interest will not discharge the Buyer from the obligation of making the remainder of the payments under the agreed terms and conditions.

**5.6** Should the Buyer delay the agreed payments, the Seller reserves the right to suspend either temporarily or permanently, in the Seller's sole discretion, the shipment of products, this not affecting the requirement for the Buyer to make the delayed payments or, where applicable, the requirement for the Buyer to make additional amends for this suspension.

**5.7** Should the Buyer make a complaint, this will not entitle the Buyer to any suspension of or any deduction whatsoever from the agreed payments.

**5.8** The products covered by the Purchase Order will be supplied under reservation of title in favour of the Seller until the Buyer has fulfilled all payment obligations, the Buyer being obligated to cooperate and adopt whatever measures might be necessary or advisable, in addition to those proposed by the Seller, in order to safeguard the Seller's ownership of the said equipment or materials.

## **6. Delivery lead time and conditions.**

**6.1** The delivery lead time is applicable to products delivered in the form and conditions as set in the Purchase Order Acknowledgement; the Buyer will have made the scheduled payments in advance, as applicable.

**6.2** The delivery lead time will be modified when any of the following occurs:

- a) The Buyer fails to submit within the due date the required documentation for product delivery.
- b) The Buyer requires modifications to the Purchase Order that are accepted by the Seller and which, in the Seller's judgment, require an extension to the delivery lead time.
- c) Product delivery requires the completion of work by the Buyer or the Buyer's subcontractor(s) that has not been completed in due time.
- d) The Buyer has failed to comply with any of the contractual obligations relevant to the Purchase Order, in particular those relevant to payment.
- e) Delays in the production or availability of some or all of the parts of the product due to causes not directly attributable to the Seller occur. By way of illustration, but not limited to, the following causes of delay are included: strikes affecting suppliers, transport agents or other services, third party supply failures, transport system failures, floods, tempests, riots, strikes, Seller or subcontractor staff stoppage, sabotage, accidental Seller workshop stoppages due to failures, etc. and any *force majeure* envisaged in the current legislation in force.

**6.3** In the event of a delay in the delivery of the products covered by the Purchase Order that is directly and solely attributable to the Seller, the Buyer will apply the previously agreed penalty with the Seller, if applicable, such penalty being the only compensation that may take place because of the delay.

## **7. Returning materials. Complaints.**

**7.1** The Seller will in no instance accept any returned materials or products unless previously agreed with the Buyer and unless the Seller has issued the relevant return authorisation document, duly signed.

In all cases, any complaint placed by the Buyer with the Seller should be submitted in writing and duly justified.

**7.2.** In the event of a return due to an error in the Purchase Order or to other reasons not attributable to the Seller, and unless otherwise agreed, a 5 % charge on the net value of the returned materials will be applied as material review and conditioning costs.

**7.3** The Seller will not accept the return of materials with broken seals or that have been removed from their original packaging, or that have been used or mounted on other equipment or installations, or that have been disassembled other than by the Seller.

**7.4** Unless otherwise agreed, the Seller will not accept the return of products that have been designed or manufactured specifically for a Purchase Order.

## **8. Guarantee.**

**8.1** Unless otherwise agreed expressly in the Quotation or the Purchase Order Acknowledgement, the Seller guarantees the supplied products against any defects in materials or workmanship for a period of **3 (THREE) YEARS** from the manufacturing date of the materials.

**8.2** The guarantee detailed in Section 8.1 covers the repair or replacement, in the Seller's sole discretion, of items recognized as defective, either due to material or to workmanship defects. Repairs will be carried out at the Seller's facilities.

**8.3** The repair or replacement of a defective item does not alter the starting date of the guarantee period for the Purchase Order as a whole, which will be as stated in Section 8.1. Notwithstanding, the repaired or replaced item will have a 1 (ONE) YEAR guarantee from the date of repair or replacement.

**8.4** Under no circumstances will the Seller be liable for repairs carried out by staff not belonging to the Seller's organisation.



**8.5** The guarantee does not cover any degradation associated with an abnormal operation of the product, such as failures caused by impacts, incorrect handling, actions or attempts on the materials by the client in order to carry out maintenance, repairs or adjustments, or any other modification made by the client. Furthermore, the following are excluded from the guarantee—their occurrence making it void: any damage or defects caused by inappropriate maintenance or conservation, careless or incorrect storage or use, abuse, use of inadequate liquids or gases or the application of unsuitable flow or pressure values, defective mounting, variations in the quality of the electrical supply (voltage, frequency, perturbations...), modifications made without prior approval of the Seller, installations made or subsequently modified not following the technical instructions of the product and, in general, any cause not attributable to the Seller.

#### **9. Disclaimer.**

**9.1** The liability of the Seller, the Seller's agents, employees, subcontractors or suppliers for complaints arising from the fulfilment or non-fulfilment of the Seller's contractual obligations will not exceed overall the basic price of the agreement and will in no instance include any damage due to loss of profits, loss of earnings, production or use, capital costs, costs of inactivity, delays or complaints from the Buyer's clients, costs of replacement power, loss of expected savings, increase in the running costs or any other special, indirect or consequential compensation or loss of any kind. The limitation of liability contained in this clause will prevail over any statement in any other contractual document that either contradicts or is inconsistent with this clause, unless such provisions may further limit the Seller's liability.

#### **10. Restrictions on exports.**

**10.1** The Buyer recognizes that the products on sale by the Seller may be subject to local or international provisions and regulations concerning control over exports and that they may not be sold, rented, leased, transferred, etc. or used for any other purpose than agreed without the due export or re-export authorisation, issued by the Competent Authority. The Purchaser is liable to comply with such provisions and regulations. The products sold may not be used either directly or indirectly in connection with the design, production, use or storage of chemical, biological or nuclear weapons or their transportation systems, or in military applications.

#### **11. Applicable laws. Subjection to Jurisdiction.**

The present Terms and Conditions will be governed by and interpreted in accordance with the Spanish Law.

The parties expressly waive their rights to any other jurisdiction they might be entitled to and subject themselves to the jurisdiction and competence of the Courts of the city of Madrid (Spain).