

General conditions of sale

1. General points

1.1 The sales and supplies of electrical equipment and materials (hereinafter, Supplies) to be carried out by LIFASA, SAU (hereinafter the Vendor) will be governed by these General Conditions of Sale, except for everything that is expressly agreed otherwise in a contractual document and that constitutes the specific conditions thereof. For this reason, and for all purposes, any other conditions that have not been expressly accepted by the Vendor have no value.

1.2 It will be considered that these General Conditions have been communicated to the Buyer from the moment when the Buyer has been informed of the web site on which these conditions are found, or they receive an offer from the Vendor accompanied by these Conditions. Alternatively, they will be considered communicated if the Buyer previously received them during their business relationship with the Vendor; and will be considered in all these cases accepted by the Buyer, for all purposes, when placing the order.

2. Purpose and scope of the offers

2.1 Unless the Vendor makes a specific offer, the applicable prices are those that appear in the current price list of the Vendor on the date the order is placed. After the Vendor has issued an offer, the prices and conditions of said offer will exclusively refer to the products (specifications and quantities) specified therein and will be valid for one month, unless otherwise stipulated.

2.2 The Vendor reserves the right to make any changes at any time, in relation to the format, form, colour, dimensions or materials of the products, representations, descriptions and specifications presented in their catalogues or brochures.

3. Completion of the purchase-sale

The acceptance by the Buyer of an offer from the Vendor must be made in any case with a purchase order from the Buyer and the conditions described in this document will apply.

4. Formalisation of orders and scope of the supply

4.1 The scope of the supply must be clearly specified in the Buyer's order. The order will not be considered effective without the acceptance of the Vendor. The Buyer failing to receive a notice accepting or rejecting the order from the Vendor does not imply the acceptance thereof.

4.2 The Supply includes only the equipment and materials covered by the order, except in those cases in which, in the Buyer's order that has been accepted by the Vendor, some additional documentation, report, backup or service is explicitly included.

5. Prices.

5.1 The prices of the Supply are net, exclusive of VAT or any other tax, duty or levy, which will be charged subsequently in the invoice at the corresponding rates. Unless stipulated otherwise in the order accepted by the Vendor, the Vendor will include in the price of the Supply the ordinary packaging used by them, excluding any other packaging and they will be considered located at the Vendor's works.

5.2 The products in an order travel at the Buyer's risk and, if shipped by the Vendor, will be done so carriage paid. The Vendor may establish agreements, conditions or proposals from which they can take charge of transportation and insurance of the supply. In such cases, the Vendor reserves the right to choose the means and company of transport and insurance.

5.3 The prices indicated in the offer are understood for the terms of payment specified therein. If these terms of payment were modified, the prices of the offer would be revised.

5.4 Price rates may be modified at any time, in which case fifteen days' notice would be provided.

6. Terms of payment

6.1 The Buyer's order will include the terms of payment of the Supply. Pre-specified terms of payment may also be used within the framework of an ongoing business relationship agreement between the Buyer and the Vendor. Said terms of payment must comply with the provisions of Law 15/2010, of 5 July, amending Law 3/2004, of 29 December, which establishes measures to combat late payments in commercial transactions, without exceeding in any case the maximum time limits specified in said Law. In any case, the terms of payment will always be maintained within the current legal framework.

6.2 Payment will be made under the agreed conditions, into the Vendor's bank account or through another agreed procedure. Payment will be made without any deduction such as non-agreed withholdings, discounts, expenses, taxes or fees, or any other deduction.

6.3 In case of delay in the payments by the Buyer, the Buyer will have to pay the Vendor, without any requirement and as of the payment due date, late payment penalty interest, which will be calculated in accordance with the provisions of Article 7 of Law 3/2004, of 29 December. Payment of this interest will not release the Buyer from the obligation to make the rest of the payments under the agreed conditions.

6.4 If the Buyer should incur delays in the agreed payments, the Vendor may elect to suspend shipment of the Supply or execution of the services associated with it, either temporarily or permanently, without detriment to requiring the Buyer to make the late payments and to claim from them, when appropriate, additional compensation for this suspension of the Supply or of the execution of the agreed services.

6.5 The non-payment of an instalment on the due date will automatically give rise to the settlement and enforceability of all amounts owed by the defaulting Buyer, regardless of the way in which the payment was implemented (bills of exchange, promissory notes or others). The Vendor also reserves the right to suspend the performance of their own obligations until full payment of the amounts owed has been made and to demand the compensation of costs set out in Article 8 of Law 3/2004 of 29 December.

6.6 The equipment and materials that are the subject of the order will be supplied with reservation of title in favour of the Vendor, until the Buyer has fully complied with all payment obligations. The Buyer is obliged to cooperate and take all the necessary or convenient measures, as well as those suggested by the Vendor to protect the Vendor's title to said equipment and materials.

6.7 If due dates coincide with holiday periods, delays in payments by the Vendor will not be accepted, nor will postponements or circulars avoiding them be permitted. Likewise, no similar content will be accepted within the conditions of the order specified by the Buyer.

7. Delivery periods and conditions

7.1 The delivery period is for the material placed in the position and conditions stated in the order acceptance. If the delivery position is not specified in the order, the Supply will be considered placed at the Vendor's works or stores. For the delivery period to be binding on the Vendor, the Buyer must have complied with the payments schedule, when applicable.

7.2 Times are subject to the availability of equipment and materials, and any other existing circumstance that could have an effect at the time of the receipt of the firm order by the Vendor issued by the Buyer. Any extension or subsequent modification of the order will convert the order into a new order, restarting all processes and reviewing once again all terms and conditions.

8. Acceptance

8.1 When the Supply has been received, the Buyer will verify its contents within a period of no more than 15 days of its receipt, in order to check for possible defects and/or faults that might be attributable to the Vendor, in which case informing the Vendor immediately in writing of the existence of these defects and/or faults.

8.2 Once 15 days have passed from the receipt of the Supply by the Buyer without the Vendor having received written notification of possible defects or faults, the Supply will be considered to have been accepted.

9. Return of materials. Claims

9.1 Under no circumstance will the Vendor accept the return of materials without prior agreement on the matter with the Buyer. A period of 15 days from the time when the Supply has been received by the Buyer is set for the Buyer to inform the Vendor of their intention to return materials and the justification for this, and to arrange the return conditions and procedure with the Vendor, when applicable. In any case, claims must be submitted by the Buyer to the Vendor in a reliable fashion and in writing, by attaching the duly completed "LIFASA, SAU authorisation" form, to guarantee a quick and effective after-sales service.

9.2 Returns or shipments of equipment or material to the Vendor's premises, whether for their payment, replacement or repair, must always be made postage or carriage paid.

9.3 In the event of a return due to a mistake in the order or for other reasons not attributable to the Vendor, the acceptance of that return will be subject to the Buyer agreeing to share the review and conditioning costs which in no case will be less than 15% of the net value of the returned equipment.

9.4 The Vendor will not accept the return of materials that have been removed from their original packing, used, fitted in other equipment or installations, or which were subject to disassembly operations not carried out by the Vendor.

9.5 Neither will the Vendor accept the return of products designed or made specifically for the order.

10. Guarantees

10.1 The Vendor guarantees the products that they have supplied in respect of defects of materials, manufacture or assembly for a period of two years (3 years in European Union) from the date of acceptance, whether this be explicit (successful completion of acceptance tests, arranged between the Vendor and Buyer and remittance of a letter of acceptance of the Supply), or tacit (15 days after shipment to the Buyer without written communication to the Vendor specifying some non-conformity), or for 18 months from the date on which notice is served that the Supply is available for shipment, whichever happens first.

10.2 The guarantee stated in point 8.1 consists of the repair in the Vendor's workshops, or the replacement supply of the items that have been acknowledged as faulty, either because of defects in the material or due to manufacturing or assembly defects.

10.3 The repair or replacement of a faulty Supply item does not affect the start date of the Supply guarantee period as a whole, which will be as specified in point 8.1. However, the item repaired or replaced will have a two-year guarantee after its repair or replacement.

10.4 Damages or defects due to normal wear and tear resulting from use of the equipment are excluded from the guarantee. Also excluded from the guarantee, which will also be considered expired, are damage and defects caused by improper upkeep or maintenance, storage or incorrect or negligent handling, misuse, faulty installations, variations in the quality of the electric supply, modifications made in the Supply without the Vendor's approval and in general any cause that is not attributable to the Vendor.

11. Disclaimer

The liability of the Vendor, their agents, employees, subcontractors and suppliers for claims arising from compliance or breach of their contractual obligations, will not exceed in total the basic contractual price and will not in any way include losses resulting from lost profits, loss of revenues, production or use, capital costs, costs of inactivity, delays and claims of the Buyer's customers, losses of anticipated savings, or any other special, indirect or consequential damages.

The disclaimer set out in this clause will prevail over any other contained in any other contractual document that is contradictory or inconsistent with it, unless such provision further restricts the liability of the Vendor.

12. Export limitation

The Buyer acknowledges that the products supplied by the Vendor may be subject to local or international provisions and regulations related to export control and, without the authorisations to export or re-export from the competent authorities, the supplies cannot be sold, rented, transferred or used for any purpose other than what is agreed upon. The Buyer is responsible for complying with such provisions and regulations.

13. Applicable law. Submission to Jurisdiction and Authority

These conditions will be governed by, and interpreted in accordance with, Spanish laws.

The parties expressly waive any other jurisdiction that may correspond to them and submit themselves to the jurisdiction and authority of the Courts and Tribunals of Terrassa (Barcelona), Spain.

14. Force Majeure

14.1 If the Vendor is totally or partially prevented from fulfilling their contractual obligations due to Force Majeure, compliance with the affected obligation(s) will be suspended, without any liability for the Vendor.

14.2 Force Majeure will be understood as any cause or circumstance outside of the reasonable control of the Vendor, including but not limited to, strikes by suppliers, transportation and services, failure in third party deliveries, failure in transportation systems, natural disasters, floods, uprisings, strikes, labour conflicts, work stoppages by the Vendor's personnel or their subcontractors, sabotage, acts, omissions or intervention by any type of government or any of their agencies, and all other Force Majeure causes contemplated in current legislation which affect the Vendor's activities either directly or indirectly.

14.3 When there is a cause of Force Majeure, the Vendor will notify the Buyer as soon as possible, explaining its cause and estimated duration. The Vendor will also notify the Buyer of the termination of the cause, specifying the period of time necessary to comply with the obligation(s) suspended due to said Force Majeure. The occurrence of a Force Majeure event will give the Vendor the right to a reasonable extension of the delivery period.

15. Confidentiality

The Parties shall treat all documents, data, materials and information provided by each of them to the other confidentially and not disclose them to any third party, nor use them for any purpose other than the fulfilment and carrying out of the Supply, unless the other Party has provided their previous written consent.

Notwithstanding the above, the Vendor is authorised to provide the Buyer's name and basic details of the Supply as part of their business references.

16. Termination

16.1 Either Party may terminate the order immediately by virtue of written notice to the other Party, if the other Party fails substantially to comply with the terms of the order.

Non-compliance with an order will only be considered substantial if the breaching Party has been notified in writing previously and has failed to comply within a thirty (30) day period of said notification.

The following will also be cause for termination:

- The dissolution and/or liquidation or declaration of bankruptcy of either Party, except in the case of mergers carried out within the Group to which each one belongs.
- The cessation of activity of either of the Parties.
- The persistence of a Force Majeure event for more than three months from the date of receipt by one of the Parties to the other.
- Any other cause for termination expressly stated in other Clauses of these Conditions.