

## **GENERAL SALE CONDITIONS.**

### **1. - DEFINITIONS.**

To the effects of the present Conditions, the following terms are to be understood as defined below:

**EPIDOR:** EPIDOR, S.A.U., with NIF A08189359, Spanish society at address: 08185 – Lliçà de Vall (Barcelona), Polígono Els Batzacs, Calle Xops número 5. And registered in Barcelona's public registry of commerce, in the volume 11550, sheet 82, page number B-74861; Email: [infoweb@epidor.com](mailto:infoweb@epidor.com), Phone number: +34 93 8641102

**Client:** Any physical or legal person who acquires products or uses services provided by EPIDOR and is not considered as consumer and user regarding the Real Decreto Legislativo 1/2007, of November 16, where is approved the text from the Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias (General Law for the defense of consumers and users and some other complementary laws), from now on: LGDCU

**Client-consumer:** Any physical or legal person who acquires products or services provided by EPIDOR and acts non-profit in a field unrelated to a business or professional activity.

However, any reference made to the Client shall also be understood to be made with respect to the Client-Consumer, unless expressly stated otherwise or when they are contrary to the regulations on consumer protection

**Orders of standard products:** Orders that refer to EPIDOR's products that appear in catalogues, the website, intranet or flyers, and do not require any additional process in manufacture or assembly.

**Orders of non-standard products or especial manufactures:** Orders that refer to EPIDOR products that require some additional or especial process in manufacture or assembly, a specific requirement written out by the Client.

**Additional costs:** All costs that derive from concepts different than the basic price of the product, and that are originated as a consequence of the Client's order, such as: kits, units by package, especial labelling, non-standard packaging, or any other properly accredited concepts.

### **2. - RANGE OF APPLICATION AND VALIDITY.**

2.1. All sales and provision of products and/or services offered by EPIDOR are to be regulated by the present general Sale conditions (from here on out, the 'Conditions'), with the exception of those particular conditions that can be agreed upon with each Client during the pertinent offer or the acceptance of the order.

2.2. The present Conditions will be considered as accepted by the Client from the moment the Client is expressly informed of their existence, either through EPIDOR's website or through the offer or order themselves.

2.3. The present General Condition will remain applicable until the finalization of the contract between both parts and the fulfilment of all the obligations each assumed. These conditions can be modified; and it is the Client's responsibility to consult them periodically, especially when They are about to place an order, given the valid Conditions at the time will be the ones applicable.

2.4. Failure to include the clauses of the general conditions or the declaration of nullity of any of them in the order will not determine total inefficiency of the contract. The contract can therefore subsist without the disposition being declared null.

2.5. All conditions suggested by the Client that differ with the present ones, and which have not been explicitly accepted in writing by EPIDOR, will lack efficiency and will not be binding.

2.6. Documents emitted by EPIDOR different from the present Conditions, such as: flyers, catalogues, budgets, technical specifications, drawings, etc., have a merely informative value and EPIDOR reserves the right to modify them at any moment, without damaging the particular conditions agreed upon with their Clients.

### **3. - ORDERS.**

3.1. The Client can place an order through any means offered by EPIDOR, including, for example, but not exclusively, email address, phone, sale portals owned by the Client themselves, chat, a Client-provided extranet, shops' windows, etc.

3.2. When placing an order, the Client must explain in as much detail as possible, not only the number of units and the delivery address, but also the product or service ordered from EPIDOR just like it appears in the Catalogues, website, offers or consults.

3.3. When placing an order, the Client is informed of the price of the product or service requested as well as the delivery costs. This means the Client commits, from the moment they accept the offer, to receive the product or services acquired and to pay the agreed amount, including, if it is the case, the delivery costs, without taking into account what is going to be described about the possibility of cancelation in the next general condition.

3.4. In the orders of non-standard or especial manufacture products, the Client will provide a detailed plan, and will also pay, in case it is required, for the equipment before the production is started.

3.5. Offers, plans, designs, assemblies and any other documentation pertinent to the order that EPIDOR uses are of exclusive property of the company as a result of their knowledge, as indicated in the general condition number 15 in the present Conditions. Therefore, the Client must not share them with any third parties without the express written consent of EPIDOR.

3.6. The order will only include the equipment and materials detailed in the offer or budget expressly accepted by the Client.

3.7. There is a minimal import per order of 20 Euros. In case the import of the order is below the minimum, the minimum will still be invoiced.

#### **4. – CANCELLATIONS AND MODIFICATIONS TO THE ORDERS.**

4.1. Non-standard or especial manufacture orders cannot be cancelled once they have been already accepted by EPIDOR.

4.2. In order to cancel standard product orders already accepted by EPIDOR, a written consent will be needed. All cancellations of standard product orders already accepted by EPIDOR will entail an additional 10% payment of the total import budgeted for the handling costs. Additionally, if the cancellation entails any damage or harm, EPIDOR can demand that the Client pay for them.

The preceded shall not be applied to the Client-Consumer if the cancelation of the order is within the first 14 days as it says regarding the right of withdrawal in the 9<sup>th</sup> general condition of this document.

4.3. EPIDOR will only accept modifications and/or variation in design, reach, time periods and other terms of an order as long as these changes are notified by the Client in writing and with the appropriate notice. In the case that the aforementioned modifications and/or variations come to impose additional or more onerous obligations onto EPIDOR, the company has the right to make equitable adjustments to the contract terms, both economically and in the delivery time period.

#### **5. - DELIVERY.**

5.1. EPIDOR makes the commitment to meet the delivery time periods agreed upon with the Client. However, all delivery periods appearing in any of EPIDOR's documents are merely a guideline; they may be modified due to production causes, a delay in subcontracting, etc. The Client is fully aware of these circumstances and expressly accepts them. Therefore, any delays that may occur in the delivery of products will not entail the decision to finalize the contract, nor any compensation or penalisation of any kind.

Notwithstanding the foregoing, if EPIDOR does not comply with the delivery date in orders placed by a Client-Consumer, the latter may summon EPIDOR to comply with an additional period appropriate to the circumstances and, in breach of this additional period, will be entitled to cancel the order with the refund of the amounts paid

5.2. The Client accepts the posting of partial batches of products when circumstances of service, production or storage require so.

5.3. In the case that additional costs are originated as a consequence of any kind of order, these will be stated in the offer, budget, or order. Also, the aforementioned additional costs are the responsibility of the Client, who will have to pay for them as well as for the import of the supplied products.

5.4. EPIDOR reserves the right to deliver orders that correspond only to conditioned units in multiple or pertaining to packaged batches which have an admissible packaging tolerance of more or less 2%. EPIDOR also reserves the right to deliver, in case of especial manufacture, either 10% more or less of the object quantity of every order, according to the current availability.

5.5. Should the Client incur delays in the agreed payments or cease their activities, EPIDOR has the right to suspend, either provisionally or definitively, or even cancel, at their own discretion, the pending orders at the time, as well as block the account and/or the supply of materials. In this case, EPIDOR cannot demand the Client make the late payments, or request additional compensations for the suspension or cancellation of the supply or execution of the agreed services.

## **6. - TRANSPORT.**

6.1. Except if the Client has expressly agreed to the contrary, all goods will be submitted to the INCOTERMS EX WORKS, and, therefore, will travel at the Client's own risk. EPIDOR is not responsible for any risks of damage or loss of the goods.

Notwithstanding the foregoing, the risk of loss or deterioration of the goods shall only be transmitted to the Client-Consumer, when he or a third party indicated by him, other than the carrier, has acquired his physical possession

6.2. Products must be collected in up to 7 days from the time the Client is informed they are available for collection at EPIDOR's facilities. EPIDOR can charge the Client for any storage and additional expenses in case the products are not collected in the aforementioned time window.

Furthermore, if the Client has not collected the requested products from EPIDOR's warehouses and/or facilities 21 days after being notified of their availability, EPIDOR can demand the fulfilment or finalization of the supply contract, in agreement with general condition 13 in the present Conditions.

All damages and imperfections that may occur to the products from the moment they are made available for collection, will be the responsibility of the Client themselves.

6.3. All of EPIDOR's products are delivered to the hauler after a thorough packaging and quality check, therefore the Client must inspect the quantity and quality of the products at the time of their delivery. In the case that, at the time of the delivery, the Client observes any damages or

imperfections, in quantity or quality, in the packaging or the product, they must immediately notify EPIDOR, by stating the damages in the respective dispatch note or by direct communication with EPIDOR in up to 4 days after the delivery.

## **7. - PRICES.**

7.1. The Client can, at any given moment, request from EPIDOR the price of the products or services they are interested in. These prices will be valid only during the time window that EPIDOR indicates in their communications with the Client. If no time period is explicitly mentioned, it is understood that it will be of 15 days.

7.2. The invoiced price will be, in all cases, the valid price at the time of the formalization of the order by the Client and its acceptance by EPIDOR.

7.3. The prices indicated to the Client will always be expressed in Euros and will not include VAT or any other taxes, fees, transport costs, certificates or other concepts. Consequently, the current taxes and/or fees at the time of the sale, as well as transport costs and any other appropriate concepts, must be added to the price of the acquired products.

7.4. Price rates can be modified at any given time by EPIDOR, without these changes affecting the prices already agreed upon in the current contracts with their Clients.

7.5. If prices are modified during manufacturing by fluctuations in the raw materials or any other causes alien to EPIDOR, the Client will be notified and obliged to assume the rise in price. Once the price modification in the order has been notified by EPIDOR, the Client will have 15 days, from the time of the communication, to state their discomfort, after which the modifications will be considered validly accepted by the Client to all effects.

In case the price increase is not accepted, EPIDOR will evaluate the work done until that moment under the pertinent costs and emit the correspondent invoice to the Client, which They must pay in up to 30 days after its reception. Once the bill has been settled, the Client has 30 days to collect the material manufactured. When these 30 days pass, EPIDOR is free to use the material; the Client will have no right to demand compensation for this concept.

In orders placed by a Client-Consumer, if during its manufacturing the prices are modified due to fluctuations of raw materials or other reasons unrelated to EPIDOR, the increase will be communicated to the Client-Consumer, and the latter will be entitled to terminate the contract if the price final is much higher than initially stipulated.

7.6. The prices of EPIDOR's products refer to units. In the case that packaged products containing more than one unit, the minimum for sale is one package, and it will be expressly indicated whether the price corresponds to the ensemble or not.

7.7. Any information relative to article prices published on any platform (catalogues, fares, web shops, etc.) will not be considered an offer. In the case that there are discrepancies between prices, the price of the offer or order accepted by the Client will always take precedence.

## **8. – PAYMENT CONDITIONS.**

8.1. The only valid payment conditions will be those included in the offer, order, or budget expressly accepted both by the Client and EPIDOR. These will be regulated by the Law 15/2010, from the 5<sup>th</sup> of July, a modification of the Law 3/2004, from the 29<sup>th</sup> of December, by which measures against defaulting in commercial operations are established.

In case of Client-Consumer, the previous regulations will not be applicable and the payment terms will be those expressly agreed with the former.

In case there is not an agreement in conditions, the Client must make the payment in advance and in one instalment.

8.2. Generally, and unless there is an express written agreement to the contrary, EPIDOR will individually invoice each order to the Client, emitting the invoice in up to 15 days after confirmation of delivery.

8.3. The import of invoices is not susceptible to negotiation or discounts.

8.4. All bank expenses deriving from outstanding payments will be redirected to the Client.

8.5. Should the Client fail to pay the agreed amount on time or altogether, the Client will be obliged to pay EPIDOR, without extraordinary demands and starting from the due date, all delay interests detailed in article 7 of the Law 3/2004, from the 29<sup>th</sup> of December. The payment of the aforementioned interests will not exempt the Client from meeting the rest of the payment in the agreed conditions. By the same token, when the Client incurs in arrears, They will be obliged to pay EPIDOR compensation for the collection expenses, which are described in article 8 of the cited Law.

The foregoing shall not apply to the Client-Consumer, applying in that case the legal interest of the money in force at any time

8.6. EPIDOR reserves the right to cancel any credit already given in case of failure to meet the payment plan or should any doubts about the Client's solvency arise, having the right to claim payments, immediately or in advance, for any goods the Client has lost.

## **9. - RIGHT OF WITHDRAWAL.**

9.1. The Client-Consumer has the right to withdraw the order within a period of 14 calendar days without need of justification and without any penalty, having to notify in writing to the registered office of EPIDOR or in writing sent to the e-mail address infoweb@epidor.com. For this purpose, the Client-Consumer may use the model withdrawal form contained in Annex B of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for Defense of Consumers and Users and other complementary laws or to make

another type of unequivocal statement in which it indicates its decision to withdraw from the contract.

9.2. The right of withdrawal shall not apply in the case of non-standard products, made according to the specifications of the consumer and / or clearly personalized or, in case of provision of services, once the service has been fully executed, if it had been initiated the service requested by the consumer, with their prior and express consent.

9.3. In the event that the Client-Consumer exercises the right of withdrawal, EPIDOR will return all payments received within a maximum period of 14 calendar days from the date on which the decision to withdraw from the contract is communicated. Notwithstanding the foregoing, EPIDOR may withhold reimbursement of the amounts paid by the Client-Consumer as long as it does not return the purchased product or, at least, does not present proof of effective return.

9.4. The direct cost of the return of the products or services will be assumed entirely by the Client-Consumer.

9.5. The return will not be accepted and, therefore, no refund will be given if the product has been used beyond the opening thereof, if it is not in the same condition in which it was delivered or if it has suffered any damage.

## **10. - RETURNS AND RESALE.**

10.1. Notwithstanding the above general condition, if the Client does not act as Consumer or User, EPIDOR will not accept returns of any type of products or services, once received to the Client's satisfaction or placed at their disposal

10.2. Exceptionally, EPIDOR will accept returns of standard products as long as each and every one of the following conditions is met:

- That there is a request for a return by the Client and EPIDOR accepts it in writing.
- That the product returned is brought to the original EPIDOR warehouse by the Client in up to 7 days after delivery.
- That the returned products are in the original packaging, materials unused and in good condition, and accompanied by a copy of the receipt.
- That EPIDOR's Department of Reception and Department of Control and Quality express their conformity with the products returned.
- That the Client covers all the expenses caused by the return, including managing costs, in agreement to what condition 4.2 stipulates, as well as any damage or harm that may have been caused to EPIDOR as a result.

10.3. In any case, EPIDOR reserves the right to decline returns, especially if the flaws in condition have occurred due to faults in storage, preservation, transport or handling.

10.4. Returns travel at the Client's own risk, unless the return occurs because of an error or cause for which EPIDOR can be held responsible, in which case a written acceptance is required.

10.5. Under no circumstances will especial manufactures, machining articles, or any other non-standard products will be accepted for return.

10.6. Resale Clients are responsible for their relationship with the final recipient, and They cannot transfer to EPIDOR any responsibility derived from events following the delivery of the product, except in those situations described expressly by Law.

## **11. – GUARANTEES.**

11.1. The Client-Consumer shall have the right to the product repair, to replace it, to reduce the price or to terminate the contract, in accordance with the provisions of Royal Legislative Decree 1/2007, of November 16, by which the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws is approved.

If the product is not in accordance with the order placed, the Client-Consumer may choose between demanding repair or replacement of the product, unless one of these two options is objectively impossible or disproportionate for EPIDOR.

The price reduction and the termination of the contract shall proceed, at the Client-Consumer's discretion, when the repair or replacement of the product is not possible. However, the resolution will not proceed when the lack of conformity of the product is of minor importance.

The price reduction will always be proportional to the difference between the value that the product would have had at the time of delivery of having been in accordance with the order and the value that the product actually delivered had at the time of delivery

11.2. The rest of supply or purchase agreements entered into by EPIDOR with its Clients that are not included in the scope of application of the afore mentioned legislation will be governed by the rules indicated below.

In this sense, any claim on the content of the delivery note or on the products or services purchased, must be made in writing to EPIDOR, at most, within 4 days after delivery.

11.3. EPIDOR guarantees the quality of its products according to the standards of its manufacturers, who will decide whether to repair or replace the defective product.

11.4. In any case, in order to accept the substitution of a product, the conformity of EPIDOR's Technical Department and of the Control and Quality Department, prior communication to the corresponding manufacturer, will be required.

11.5. EPIDOR is not responsible for returns that originate from incorrect product selections, defects caused by the normal wear of the product and/or deficient assemblies.

11.6. EPIDOR will not accept claims that derive from damages caused by the Client and/or their employees, transport or third parties handling of the product; nor from a negligent or abusive use of the product by the Client.

11.7. The content of EPIDOR's catalogues (technical specifications, drawings, etc.) is merely informative and does not generate any compromise or contract whatsoever with the Client.

## **12. - TREATMENT OF PACKAGING AND WASTE.**

12.1. To the effects of the Royal Decree 782/1998, from the 30<sup>th</sup> of April; which approves the Regulation for the development and execution of the Law 11/1997, from the 24<sup>th</sup> of April, regarding Packaging and Packaging Waste; it is explicitly stated that in all trading operations or transmission of EPIDOR's Products, the individual responsible for the handling of the packaging waste or the used package for its correct environmental management, will be the final recipient.

## **13. FORCE MAJEURE**

13.1. EPIDOR can suspend or delay the delivery of products in case of Force Majeure causes. The delay can be as long as it is reasonably required by the circumstances without EPIDOR being held responsible.

13.2. Force Majeure is to be understood as any cause or circumstance beyond EPIDOR's reasonable control, including, for example, but not exclusively: supplier, transport and services strikes, errors in third parties' supplies, faults in transport systems, natural catastrophes, floods, rough weather, disturbances, general strikes, labour conflicts, stops in EPIDOR's or any of their subcontractors' internal staff, foul play, acts, omissions, or any other kind of intervention by the government or one of its agencies, accidental stops in EPIDOR's workshops because of machinery breakdowns or any other causes for which EPIDOR cannot be held responsible, as well as other Force Majeure causes contemplated in the current legislations that may affect, either directly or indirectly, EPIDOR's activities.

13.3. In case of Force Majeure, EPIDOR is committed to notify the Client as soon as possible about the existence of the Force Majeure cause, as well as its foreseeable extent. By the same token, the ending of the cause will also be notified, stating the amount of time it will take EPIDOR to resume all obligations suspended on account of the aforementioned Force Majeure.

#### **14. FINALIZATION OF CONTRACT.**

14.1. Should the Client fail to meet any of their obligations, especially should they fail to partially or completely pay EPIDOR's invoices, EPIDOR can, after a 3 days notice written communication, either demand the fulfilment of the contract and the payment of the total in-debt sums, with the agreed delay interests and bank and administrative expenses generated; or consider the matter resolved by requesting the Client return the goods and cover all transport costs, as well as pay for any damages or harms that may have ensued, and a compensation equal to 10% of the total price of the unpaid order, which is expressly agreed as a concept of the penal clause.

14.2. Additionally, the Client is entitled to finalize the contract should EPIDOR fail to meet any of the obligations they assumed contractually.

#### **15. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

15.1. All designs, blueprints, sketches, ideas, drawings, software, data and any other files that may constitute the object of the order are exclusive property of EPIDOR, who expressly reserves the intellectual and industrial property rights. Consequently, the Client cannot use or access them, nor can they make them accessible to third parties without the express written consent of EPIDOR.

#### **16. LIMITATION OF RESPONSIBILITY.**

16.1. EPIDOR, their agents, employees, subcontractors and suppliers have responsibilities regarding claims deriving from the fulfilment, or lack thereof, of their contractual obligations. However, this responsibility will not be, altogether, greater than the basic contractual price and will not include, in any case, damages occurring from redundant profit, loss of income, production or use, capital expenses, inactivity costs, delays and claims by the Buyer's customers, substitutive energy expenses, loss of foreseeable savings, increase in exploitation costs or any other especial damages, either indirect or consequential, or losses of any kind.

16.2. The limitation of responsibility contained in the present clause will prevail over any other that is contained in other contractual documents and is contradictory or incongruous, except if it further restricts EPIDOR's responsibility.

16.3. In the case any product has been manufactured by EPIDOR following designs, blueprints or specifications indicated by the Client, EPIDOR does not take responsibility if said products do not get authorized or do not fulfil their purpose or the use the Client had projected.

16.4. In any case, EPIDOR does not take responsibility nor guarantees the electrical material that the products requested by the Client require.

16.5. The present condition will not be applicable to the Client-Consumer who will have the right to claim the damages and losses that are recognized according to the current legislation.

## **17. – APPLICABLE LEGISLATION, COMPETENCE AND JURISDICTION.**

17.1. The present General Conditions will be regulated by the Spanish legislation.

17.2. Any controversy that may arise regarding the application or interpretation of the present Conditions will be conducted in front of the jurisdiction of the Courts and Tribunals of the city of Barcelona, with express resignation to any other status that results from the application.

17.3. Notwithstanding the foregoing, any dispute that may arise between EPIDOR and the Client-Consumer shall be brought before the jurisdiction of the Courts and Tribunals of the Client-Consumer's domicile or of the place of compliance with the obligation