



General conditions of sale

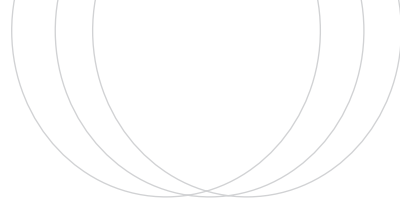
SUPPLY OF COMPONENTS,
EQUIPMENT AND SYSTEMS.

HEADQUARTERS

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INFORMATION

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1 General terms

- 1.1 Sales and supplies of service components and systems (hereinafter, the "Supplies") to be carried out by Vidal Automatización y Control, S.L., whose registered office is located at POLÍGONO INDUSTRIAL LOS VIENTOS, Calle Céfiro, 5 in Náquera (Valencia) and provided with N.I.F. B-98671696; (hereinafter, the Seller) shall be governed by these General Terms and Conditions of Sale, except in everything that is expressly agreed otherwise in the corresponding offer or in the acceptance of the order and that constitutes the specific conditions thereof. Therefore, any other conditions that have not been expressly accepted by the Seller shall lack value for all purposes.
- 1.2 These General Conditions shall be considered to have been communicated to the Buyer from the moment the Buyer is informed of the website where they are located or receives an offer from the Seller accompanied by these Conditions. Alternatively, they shall be considered as communicated if the Buyer previously received them in the course of their business relationship with the Seller; being considered in all these cases accepted by the Buyer, for all purposes, upon placing their order.

2 Intellectual and industrial property

The intellectual and/or industrial property of the offer, in all its terms, and the information attached thereto, as well as that of the equipment subject to the Supply and that of the elements, plans, drawings, "software", etc., incorporated into or related to it, belongs to the Seller or its suppliers; therefore, its use by the Buyer for purposes other than the fulfillment of the order, as well as its total or partial copying or assignment of use to third parties without the prior written consent of the Seller, is expressly prohibited.

3 Formalization of orders and scope of supply

- 3.1 The scope of the Supply must be clearly specified in the Buyer's order. To be considered effective, the order must receive express acceptance by the Seller, sent via EMAIL, except in cases where, given the periodic nature of the Supply, this requirement has been eliminated by mutual agreement. It is also possible to use our original for this purpose, with a "CONFIRMED" or "ACCEPTED".

- 3.2 The Supply includes only the equipment and materials subject to the order, except in cases where additional documentation, information, support, or service is explicitly included in the Buyer's order accepted by the Seller.
- 3.3 Weights, dimensions, capacities, technical specifications, and configurations referring to the Seller's products included in catalogs, brochures, leaflets, and technical literature are indicative and non-binding, except in cases where the Seller accepts a fixed specification from the Buyer, which must form part of the order documents.
- 3.4 Modifications and/or variations of the scope, deadlines, or other terms of an order proposed by one of the Parties must be notified to the other party, always in writing, and must be accepted by said party to be valid. Likewise, modifications and/or variations caused by changes in applicable legislation, regulations, and standards occurring after the submission date of the corresponding offer shall also be considered modifications and/or variations; if such modifications and/or variations impose additional or more onerous obligations on the Seller, the Seller shall be entitled to an equitable adjustment of the contractual terms reflecting fully the consequences of the new or amended law or regulation.

4 Prices

- 4.1 The prices of the Supply are net, excluding VAT or any other tax, duty, or fee, which will be charged subsequently on the invoice at the corresponding rates. Unless otherwise stipulated in the order, or agreed upon between the Buyer and the Seller as a result of their business relationship, the prices of the Supply include packaging but not transport, loading, or insurance, and are considered to be located at the Seller's factory (see section 7). These prices are only valid for the order of all the materials specified in the offer.
- 4.2 In the case of offers prior to the order, the offered prices are valid for one month and shall be considered fixed during this period under the payment terms specified in the offer, unless the offered Supply consists of imported equipment subject to foreign exchange rate contingencies or the payment of customs duties and fees, in which case the price of the offer would be adjusted based on said variations.
- 4.3 The prices indicated in the offer are intended for the payment terms specified therein. If these payment terms were to be modified, the offer prices would be revised.

4.4 Once the order has been accepted by the Seller, the prices of the Supply shall be considered fixed and not subject to revision. However, a price revision shall be applicable when:

4.4.1 It has been agreed between the Buyer and the Seller.

4.4.2 The delivery or acceptance deadline has been delayed due to causes directly or indirectly attributable to the Buyer.

4.4.3 The scope of the Supply has been modified at the request of the Buyer, and, in general, any variation and/or modification occurs under the provisions of these Conditions.

4.4.4 The prices have been quoted in a currency other than EURO to the extent that it has experienced a parity variation against the EURO from the order date until the contractual billing dates for each milestone.

4.4.5 The Buyer has unilaterally suspended the Supply subject to the order.

5 Payment terms

- 5.1 The Seller's offer or, in the event that no such offer exists, the Buyer's order accepted by the Seller, shall include the payment terms for the Supply. Payment terms previously specified within the framework of a continuous commercial relationship agreement between the Buyer and the Seller may also be used. Said payment terms must comply with the provisions of Law 15/2010, of July 5, amending Law 3/2004, of December 29, which establishes measures to combat late payment in commercial transactions, without exceeding in any case the maximum deadlines established therein.
- 5.2 First-time sales shall be paid in CASH/IMMEDIATE PAYMENT. At the customer's request and in exceptional cases, the financial department of VIDAL AUTOMATIZACIÓN Y CONTROL, S.L. shall study the appropriate payment method according to the circumstances of the case, provided that there are guarantees that ensure the successful outcome of the purchase transaction. Said agreement shall be formalized in writing in our commercial offer or through a specific contract between VIDAL AUTOMATIZACIÓN Y CONTROL, S.L. and the buyer.
- 5.3 Payment shall be made under the agreed conditions, into the Seller's bank account or through another agreed procedure. Payment shall be made without any deduction such as unagreed withholdings, discounts, expenses, taxes or fees, or any other deduction.

- 5.4 If, due to reasons beyond the Seller's control, the delivery, assembly, commissioning, or acceptance of the Supply is delayed, the contractual payment conditions and deadlines shall be maintained.
- 5.5 In the event of late payments by the Buyer, the Buyer shall pay the Seller, without any demand being required and from the due date of the payment, the corresponding expenses and default interest on the delayed payment, which shall be calculated in accordance with the provisions of Article 7 of Law 3/2004, of December 29. The payment of this interest shall not release the Buyer from the obligation to make the remaining payments under the agreed conditions.
- 5.6 In the event that the Buyer incurs delays in the agreed payments, the Seller may provisionally or permanently suspend, at its discretion, the shipment of the Supply or the performance of the services associated with it, without prejudice to requiring the Buyer to make the overdue payments and claiming, where appropriate, additional compensation for this suspension of the Supply or execution of the agreed services.
- 5.7 The filing of a claim by the Buyer does not entitle the Buyer to any suspension or deduction from the committed payments.
- 5.8 The equipment and materials subject to the order shall be supplied under retention of title in favor of the Seller, until the full fulfillment of the Buyer's payment obligations, the latter being obliged to cooperate and adopt whatever measures are necessary or appropriate and those proposed by the Seller to safeguard its ownership of said equipment and materials.

6 Delivery time and conditions

- 6.1 The delivery time is understood for the material placed in the position and conditions indicated in the order acceptance. In the event that the delivery position is not specified therein, the Supply shall be considered located at the Seller's factory or warehouses. For the delivery time to be binding on the Seller, the Buyer must have strictly complied with the payment schedule, if applicable.

- 6.2 The delivery time shall be modified when:
 - 6.2.1 The Buyer does not deliver on time the documentation necessary for the execution of the Supply.
 - 6.2.2 The Buyer requests modifications to the order that are accepted by the Seller and which, in the Seller's judgment, require an extension of the delivery time.
 - 6.2.3 For the fulfillment of the Supply, it is essential that work be carried out by the Buyer or its subcontractors, and these have not been executed on time.
 - 6.2.4 The Buyer has failed to fulfill any of the contractual obligations of the order, especially regarding payments.

6.2.5 Delays in the production or availability of all or some of the elements of the supply occur due to causes not directly attributable to the Seller. By way of illustration, but not limitation, the following causes of delay are included: strikes by suppliers, transport, and services; failures in third-party supplies; failures in transport systems; floods; storms; riots; strikes; work stoppages by personnel of the Seller or its subcontractors; sabotage; accidental stoppages in the Seller's workshops due to breakdowns, etc.; and force majeure events provided for in current legislation as set forth in Clause 15.

6.2.6 The Buyer has unilaterally suspended the Supply subject to the order. In the above cases, postponements in the delivery deadline shall not modify the payment schedule for the Supply.

6.3 In the event of a delay in the delivery of the equipment and materials subject to the order directly attributable to the Seller, the Buyer shall apply the penalty previously agreed upon with the Seller, with said penalty being the only possible compensatory action due to delay.

7 Packaging, transport

- 7.1 Unless previously agreed with the Buyer, the packaging of the equipment and materials subject to the Supply shall be carried out by means of cardboard and plastic wrappings with front protection using shock-absorbing elements (expanded polyethylene). If the buyer requires packaging other than that indicated above, they must state so prior to the preparation of the offer or order. The modification of the packaging or any treatment that may be required for it may alter the price of the product; said modification shall be studied by the sales department prior to order acceptance, and any price adjustment shall be communicated to the customer before the order is accepted. In accordance with Royal Decree 782/98, of April 30, Article 18, and Law 11/1997, of April 24, on Packaging and Packaging Waste, as the final recipient of our packaging, it is the Buyer's responsibility to provide it with the most appropriate environmental management (recovery, reuse, or recycling).
- 7.2 Unless previously agreed with the Buyer, transport, including loading and unloading, shall be EXW (Ex Works according to INCOTERMS 2010). In this case, the customer shall be responsible for making the necessary arrangements for the collection of the purchased product at our facilities and its subsequent shipment to the destination decided by the customer. Freight shall be PREPAID provided that it is expressly indicated in the catalog, online store, or commercial offer. The goods travel at the risk and expense of the buyer even when shipped freight prepaid; therefore, the Seller is exempt from any claim regarding damage or impairment of the Supply, with the assumption of such risks being at the Buyer's expense.

- 7.3 If the equipment is ready to proceed with its supply or, alternatively, waiting to perform agreed tests, and the Buyer does not collect it or does not reach an agreement with the Seller for it to be stored at its facilities under agreed conditions, all expenses caused by storage, assessed at the Seller's discretion, shall be borne by the Buyer, who shall also bear all risks that the stored material may suffer.

8 Inspection and acceptance

- 8.1 Unless expressly stipulated otherwise in the Seller's offer or in the Buyer's order accepted by the Seller, inspections and testing during production and the final inspection prior to shipment of the supply shall be carried out by the Seller. Any additional testing required by the Buyer must be specified in the order, listing the applicable standards as well as the location and entity, if applicable, where these tests will be performed. These additional tests must have the Seller's approval and shall be conducted at the Buyer's expense.
- 8.2 Once the Supply is received, the Buyer shall verify its contents within a period not exceeding 15 days from receipt, in order to check for potential defects and/or shortages that could be attributable to the Seller, informing the Seller immediately, if applicable, of the existence of these defects and/or shortages.

- 8.3 If the Supply exhibits defects and/or shortages attributable to the Seller, the Seller shall take the necessary measures for their elimination.
- 8.4 Except in cases where acceptance tests have been established under conditions and dates agreed upon between the Seller and the Buyer, as specified in section 8.1, once 15 days have elapsed from the receipt of the Supply by the Buyer without the Seller having received written communication regarding potential defects or shortages, the Supply shall be deemed accepted, and the warranty period shall begin to run from this moment.
- 8.5 For all purposes, the Supply shall be deemed to have been accepted by the Buyer if, acceptance tests having been agreed upon, these are not carried out within the stipulated period for reasons not attributable to the Seller, or if the Buyer begins to use the Supply.

9 Returns, claims

- 9.1 In no case shall the Seller accept returns of materials without prior agreement with the Buyer, nor without the goods receipt number (EM) and prior entry authorization from VIDAL AUTOMATIZACIÓN Y CONTROL, S.L. A period of 15 days is established from the time the Supply is received by the Buyer for the Buyer to notify the Seller of its intention to make a return and the justification thereof, and to agree with the Seller, where applicable, on the return procedure. In any case, every return must be documented and accepted by the Seller's after-sales department based on the following criteria:
- 9.1.1 Returns or shipments of material to the Seller's facilities, whether for credit, replacement, or repair, must always be made FREIGHT PREPAID.
 - 9.1.2 In the event of a return due to an error in the order or other reasons beyond the Seller's control, a charge of 15% of the net value of the returned material will be applied as a contribution to the costs of inspection and reconditioning.
 - 9.1.3 The Seller shall not accept returns of spare parts that have been unsealed from their original packaging, used, mounted on other equipment or installations, or subjected to disassembly unrelated to the Seller.

- 9.1.4 Special electrical panels: They must be in perfect condition upon receipt at our workshops and must not have been modified in any way. Their value may be depreciated on account of: labor, verification and testing work, disassembly work, engineering and documentation, and any other concept whose reimbursement proves impossible once the manufacturing process has begun.
- 9.1.5 In all cases, and following inspection based on the above points, our after-sales department shall determine whether to issue a credit note and for what amount.
- 9.1.6 The Seller shall also not accept returns of products specifically designed or manufactured for the order.
- 9.1.7 Any unauthorized manipulation or modification entails the loss of the warranty (see warranty section). Self-issued debit notes/credits will not be accepted, and shall be processed on our part based on the points described in this document.

10 Warranties

- 10.1 Unless expressly stipulated otherwise in the offer or order acceptance, the Seller warrants the products it has supplied regarding defects in materials, manufacturing, or assembly for a period of one year starting from the date of receipt, whether explicit (passing of receipt tests agreed between the Seller and Buyer and sending written acceptance of the supply) or tacit (15 days after dispatch to the Buyer without written communication to the Seller indicating any non-conformity), or 12 months from the date on which it is notified that the Supply is available for shipment, whichever occurs first.
- 10.2 The warranty stated in section 10.1 consists of the repair or replacement (at the Seller's discretion) of elements recognized as defective, whether due to material defects or manufacturing or assembly defects. Repairs are understood to be carried out at the Seller's workshops, with the Buyer bearing the costs of disassembly, packaging, loading, transport, customs, taxes, etc., arising from the return of defective material to the Seller's workshops and its subsequent delivery to the Buyer. However, it may be agreed with the Buyer to carry out repairs and replacements of the defective element at the Buyer's facilities.
- 10.3 The repair or replacement of a defective element of the Supply does not alter the warranty start date for the overall Supply, which shall be as indicated in section 10.1. However, the repaired or replaced element shall have a one-year warranty starting from its repair or replacement.

- 10.4 When the warranty stated in section 10.2 consists of a replacement that, due to urgency, must be immediate, the Buyer undertakes to return the defective part or element within a period not exceeding 7 days from the delivery date of the new part or element. In the event of non-return of the replaced part, the dispatched part shall be billed.
- 10.5 In no case shall the Seller be responsible for repairs performed by personnel outside its organization.
- 10.6 Excluded from the warranty are damages or defects due to normal wear and tear from the use of the equipment. Furthermore, excluded from the warranty, which shall likewise be deemed void, are damages and defects caused by improper conservation or maintenance, erroneous or negligent storage or handling, abusive use, use of unsuitable liquids and gases as well as improper flow or pressure, defective assembly, variations in the quality of the electrical supply (voltage, frequency, disturbances,...), modifications introduced into the Supply without the Seller's approval, installations performed or subsequently modified without following the technical instructions of the product, and, in general, any cause not attributable to the Seller.
- 10.7 Likewise, the warranty shall be deemed void if, in the event that commissioning of the Supply with the assistance of the Seller's personnel has been stipulated, the Supply is commissioned without such assistance or if, in case of breakdown, measures are not taken to mitigate the damage.
- 10.8 Notwithstanding the provisions of the preceding sections of this clause, the Seller shall not be liable, under any circumstances, for defects in the equipment and materials subject to the Supply for a period exceeding two years from the start of the period indicated in section 10.1.

11 Limitation of liability

The liability of the Seller, its agents, employees, subcontractors, and suppliers for claims arising from the fulfillment or non-fulfillment of its contractual obligations shall not exceed in the aggregate the basic contractual price and shall in no case include damages arising from loss of profit, loss of revenue, production, or use, capital costs, downtime costs, delays, and claims from customers of the Buyer, costs of replacement power, loss of anticipated savings, increase in operating costs, or any special, indirect, or consequential damages or losses of any kind.

The limitation of liability contained in this clause shall prevail over any other contained in any other contractual document that is contradictory or inconsistent with it, unless such provision restricts the Seller's liability to a greater extent.

12 Export limitation

The Buyer acknowledges that the products supplied by the Seller may be subject to local or international provisions and regulations regarding export control and that, without authorizations to export or re-export from the competent authorities, the supplies cannot be sold, rented, or transferred, nor used for any purpose other than what has been agreed.

The Buyer is responsible for complying with such provisions and regulations. The supplied products may not be used, directly or indirectly, in connection with the design, production, use, or storage of chemical, biological, or nuclear weapons, nor for their delivery systems. The supplies may not be used for military or nuclear applications without the prior written consent of the Seller.

13 Applicable law. Submission to jurisdiction and venue

These Conditions shall be governed by, and construed in accordance with, Spanish laws.

The parties expressly waive any other jurisdiction that may correspond to them and submit to the jurisdiction and venue of the Courts and Tribunals of the City of Valencia, Spain.

14 Occupational health and safety and coordination

14.1 The Buyer shall be solely responsible for adopting all necessary measures for the protection of health and safety at work, thus being responsible for:

14.1.1 Providing information regarding the risks inherent to the workplace where the contracted work will be carried out.

14.1.2 The measures to be applied when an emergency situation occurs.

- 14.1.3 The coordination between the various contracts and contractors participating, if applicable, in a given project.
 - 14.1.4 The functions of consultation, participation, and training for workers.
 - 14.1.5 In general, any other obligations regarding occupational safety and health derived from the application of Law 31/1995, on Prevention of Occupational Risks, both with respect to its own workers and those of its contractors. In addition to the above, the applicable prevention rules according to the Seller's internal policy must be followed. However, in the event that the Buyer's rules are more demanding, the latter shall be complied with.
- 14.2 The Seller is entitled to halt the execution of the services in accordance with Article 21 of Law 31/1995 if it considers that the safety of personnel is not guaranteed, enjoying a reasonable time extension when any delay occurs and being compensated by the Buyer for any loss or damage suffered, such as lost hours, personnel travel, daily allowances, immobilization of equipment and tools, etc., with respect to the obligations and responsibilities set forth in this clause and those specified in the aforementioned Law 31/1995, on Prevention of Occupational Risks.

15 Force majeure

- 15.1 In the event that the Seller is prevented, in whole or in part, from fulfilling its contractual obligations due to Force Majeure, the fulfillment of the affected obligation(s) shall be suspended, without any liability on the part of the Seller, for such time as is reasonably necessary according to the circumstances.
- 15.2 Force Majeure shall be understood as any cause or circumstance beyond the reasonable control of the Seller, including, but not limited to, strikes by suppliers, transport, and services; failures in third-party supplies; failures in transport systems; natural disasters; floods; storms; riots; strikes; labor disputes; work stoppages by personnel of the Seller or its subcontractors; sabotage; acts, omissions, or interventions of any kind by any government or agency thereof; accidental stoppages in the Seller's workshops due to breakdowns, etc.; and other force majeure events provided for in current legislation directly or indirectly affecting the Seller's activities.
- 15.3 When a Force Majeure event occurs, the Seller shall notify the Buyer as soon as possible, stating said cause and its foreseeable duration. Likewise, it shall communicate the cessation of the cause, specifying the timeframe in which it will fulfill the obligation(s) suspended as a result thereof. The occurrence of a force majeure event shall entitle the Seller to a reasonable extension of the delivery deadline.

- 15.4 If the Force Majeure cause should last for more than three (3) months, the Parties shall consult each other to try to find a fair and appropriate solution given the circumstances, taking into account the Seller's difficulties. If no such solution can be found within the following 30 days, the Seller may terminate the order, without liability on its part, by written notice to the Buyer.

16 Confidentiality

The Parties must treat all documents, data, materials, and information provided by one party to the other as confidential and shall not disclose them to any third party, nor use them for any purpose other than the performance and development of the Supply, unless the prior written consent of the other Party is obtained.

The foregoing shall not prevent the Seller from providing the Buyer's name and the basic details of the Supply as part of its commercial references.

17 Termination

- 17.1 Either Party may terminate the order immediately by written notice to the other Party if the other party substantially breaches the same.

No breach of the order shall be deemed substantial unless the breaching Party has been previously notified in writing and has failed to remedy the breach within thirty (30) days following the notification.

Likewise, the following cases shall constitute grounds for termination:

- The dissolution and/or liquidation of either Party, except in the context of merger operations carried out within the Group to which each belongs.
- The cessation of activity of either Party.
- The persistence of a Force Majeure Event / suspension for more than three (3) months from the date of receipt by one of the Parties of the first written communication sent by the affected Party referred to in Clause 15.
- Any other cause for termination expressly indicated in other Clauses of these Conditions.

17.2 In the event of termination for cause attributable to the Seller, the Buyer:

- Shall pay the Seller the amount corresponding to the value of the equipment and materials already delivered in accordance with the prices established in the order.
- Shall have the right, but not the obligation:
 - » to acquire the equipment and materials pending delivery, paying their amount once they are delivered,
 - » and to subrogate to the orders issued by the Seller to its suppliers and/or subcontractors.
- Shall have the right to be indemnified for damages suffered as a consequence of the Seller's breach, subject to the limits set forth in Clause 11 of these Conditions.

17.3 In the event of termination for cause attributable to the Buyer, the Seller shall have the right to receive:

- The amount corresponding to the value of the equipment and materials already delivered in accordance with the prices established in the order.
- The amount of the equipment and materials pending delivery that the Seller is obligated to receive from its subcontractors and/or suppliers, once they are delivered to the Buyer.
- The cancellation amount of the orders issued by the Seller to its suppliers and/or subcontractors, when such cancellation is possible.
- Indemnification for other damages suffered as a consequence of the Buyer's breach.

17.4 In the event of termination due to Force Majeure, the Seller shall have the right to receive:

- The amount corresponding to the value of the equipment and materials already delivered in accordance with the prices established in the order.
- The amount of the equipment and materials pending delivery that the Seller is obligated to receive from its subcontractors and/or suppliers, once they are delivered to the Buyer.
- The cancellation amount of the orders issued by the Seller to its suppliers and/or subcontractors, when such cancellation is possible.



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