

# POST SALES CONDITIONS

## 1. SCOPE OF APPLICATION

These post sales conditions constitute the entire agreement between the parties regarding post sales transactions between AICOX SOLUCIONES S.A. and its customer.

Post sales transactions between AICOX SOLUCIONES S.A. and its customer are exclusively governed by these General post-sales Conditions set out below.

The acceptance by the customer of those deliveries made by AICOX SOLUCIONES S.A. under these General Conditions of Post Sales, shall mean that these conditions are tacitly accepted by the customer.

The modification of any of these Conditions shall only be valid when it has been made in writing and signed by the legal representatives of each party.

## 2. SUPPLIES AND SERVICES

2.1. AICOX SOLUCIONES S.A. offers are without obligation. The purchaser's orders, notwithstanding the provisions of the above clause, shall in any case be subject to these General Conditions of Post Sales and subject to acceptance by AICOX SOLUCIONES S.A., who shall confirm such acceptance to the purchaser in writing.

2.2. AICOX SOLUCIONES S.A. expressly reserves the right to make partial deliveries and to invoice them, unless otherwise indicated in writing.

2.3. The stipulated delivery time shall be deemed to have been met if the product has been delivered to the Carrier within the agreed period.

2.4. The delivery of any of the products subject to after-sales, under these General Conditions of After-sales, is subject to AICOX SOLUCIONES'S.A. availability plan. AICOX SOLUCIONES S.A. shall make its most reasonable efforts to deliver on the scheduled, offered or confirmed date. However, AICOX SOLUCIONES S.A. shall not be held responsible for any failure to meet such dates, if it is due to causes beyond AICOX SOLUCIONES' S.A. control. In any case, the provisions of clause 10 shall prevail.

2.5. The prices agreed between the Buyer and AICOX SOLUTIONS S.A. are subject to the condition that, until the date of delivery, there are no changes in the Foreign Trade regime or parity of the Euro with the currency of origin, and this would be so exceptional that the maintenance of the mentioned prices would mean a high damage for AICOX SOLUCIONES S.A..

### **3. CANCELLATION OR POSTPONEMENT OF DELIVERY DATES**

3.1. If the customer cancels all or part of confirmed orders or if he agrees with AICOX SOLUCIONES S.A. to postpone the delivery time of the goods ready for delivery, AICOX SOLUCIONES S.A. may demand the payment of a compensation whose value is stipulated in the current price list.

3.2. The postponement of the delivery date must be confirmed in writing.

3.3. Once the goods have been released to the carrier, no cancellation or postponement will be accepted.

### **4. RECEIPT OF GOODS AND TRANSFER OF RISK**

4.1. Possession and risk of loss or damage shall pass to the buyer upon delivery by AICOX SOLUCIONES S.A. at the stipulated place.

4.2. Upon receipt of the goods, the purchaser shall check that the delivery is complete and not defective. If after 10 days from receipt of the goods, the buyer does not make any complaint, the goods shall be deemed to have been received in good condition for all purposes.

4.3. When the buyer bears the transportation costs (carriage forward), possession and risk for loss or damage shall be deemed to pass from the time of shipment of the products to the place of delivery.

4.4. The ownership of the goods shall not be considered transferred until the total fulfillment of its payment obligation, in the way it has been stipulated, but respecting article 339 and subsequent articles of the Commercial Code, being meanwhile the ownership expressly reserved in favor of AICOX SOLUCIONES S.A., in which case the buyer shall adequately ensure the products for the benefit of AICOX SOLUCIONES S.A., against the risk of loss or damage, as long as the buyer does not acquire the ownership.

### **5. COMMUNICATIONS**

5.1. All communications shall be in writing. E-mail is considered a means of written communication.

5.2. In case of orders accepted verbally, at the express wish of the customer, AICOX SOLUCIONES S.A. will not assume responsibility for a possible shipping mistake.

## **6. PRICES AND PAYMENT TERMS**

6.1. The prices are included in the offer/price list, valid always. These prices do NOT include the following items: VAT, other legal taxes, transport costs, transport insurance, nor possible interests for payment in installments. Packaging is included in the price. The order must include the price reflected in the offer/price list.

6.2. The date on the packing slip is the date the goods leave our warehouse.

6.3. Invoice amounts are payable by transfer and prepayment. Credit terms may be agreed upon, provided that the economic reports on the customer allow it and the Credit Department have authorized these new terms in writing. In case of non-payment on the due date by the customer, the customer shall indemnify AICOX SOLUCIONES S.A. with late payment interest and bank charges included. The payment term shall never exceed the term stipulated in Law 15/2010 of July 5th.

6.4. Contrary to any clauses of the purchaser stipulating otherwise, AICOX SOLUCIONES S.A. shall be entitled to use the payments received first to offset existing debts of the customer and if costs and interest on arrears have already been incurred, then AICOX SOLUCIONES S.A. may offset against the payments received, first the costs, then the interest, and finally the principal.

6.5. Set-off or enforcement of a right of retention for claims of the opposing party, not accepted by AICOX SOLUCIONES S.A., is excluded.

## **7. RESERVATION OF OWNERSHIP**

7.1. Those products supplied for evaluation or presentation purposes shall remain the property of AICOX SOLUCIONES S.A., the customer being obliged to ensure the products for the benefit of AICOX SOLUCIONES S.A. against the risk of loss or damage, and the customer being obliged to return such products within 30 days, all shipping costs being borne by the customer. If the return does not result in a refund, the customer will be invoiced.

## **8. WARRANTY AND LIMITATION OF LIABILITY**

8.1. AICOX SOLUCIONES S.A. guarantees that the products are free of defects. It is also understood as a defect the lack of characteristics and specifications indicated by the manufacturer. The products are manufactured with the necessary care and quality. Both parties agree that, given the current state of technology, it is not possible to eliminate software faults for all conditions of use.

8.2. The technical data and characteristics contained in the product descriptions do not constitute an explicit guarantee if they have not been confirmed in writing by AICOX SOLUCIONES S.A.

8.3. Warranty claims for repair against AICOX SOLUCIONES S.A. have a limitation period of six months, or three months depending on the supplier, from the date of delivery of the goods. AICOX SOLUCIONES S.A. transfers to the buyer any warranty and repair commitments offered by the manufacturers, without being held responsible for them.

8.4. If during the warranty period AICOX SOLUCIONES S.A. receives notice of such defects, then it may choose to repair or replace the product. The replaced parts will become property of AICOX SOLUCIONES S.A. If AICOX SOLUCIONES S.A. does not remedy the defects within a reasonable period, the customer shall be entitled to return the goods, or to demand an appropriate reduction of the purchase price. In any case, the customer shall prove the existence of the warranty claim with the purchase invoice.

8.5. In case of repair during the warranty period, AICOX SOLUCIONES S.A. shall bear the repair costs. All other costs related to the repair, as well as secondary costs arising from the shipment of the equipment, shall be borne by the customer.

8.6. The repair warranty shall have no effect if the product has been subjected, by the purchaser or third parties, to improper installation, maintenance, repair, or use, or if it has been exposed to environmental conditions, which do not correspond to the installation requirements, unless the customer proves that the claimed defect is not caused by such circumstance. The warranty shall also be void if the technical marks and markings have been modified or removed.

8.7. For the return, the customer shall observe the conditions of service and complaint. If the verification of the defect complaint shows that the warranty claim does not exist, the costs of the verification and repair will be invoiced to the purchaser, subject to the sending of an offer for acceptance. The repair shall not be carried out until the customer has given his approval.

8.8. The warranty of the goods supplied by AICOX SOLUCIONES S.A. is the one specified in each case in the offer and/or price list. During the warranty period AICOX SOLUCIONES S.A. will carry out the necessary repairs or replace the defective components.

Products will be shipped to AICOX SOLUCIONES S.A. Freight Paid.

The warranty does not apply to defects caused by improper installation, inadequate or incorrect maintenance, non-standard interconnections that do not comply with the technical specifications, incorrect use or other modifications that have not been made by AICOX SOLUCIONES S.A..

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1. AICOX SOLUCIONES S.A. shall not be held responsible for the eventual violation of commercial protection rights or intellectual property rights of third parties, in which the marketed products may incur. The buyer shall immediately inform AICOX SOLUCIONES S.A. of any claim for such reason.

## **10. RESPONSIBILITY**

10.1. AICOX SOLUCIONES S.A. shall not be liable for any loss of profit or consequential damage, direct or indirect, and its maximum liability shall be the value of the goods.

10.2. AICOX SOLUCIONES S.A. will not be responsible for the data included in storage units such as HDD, USB or any other.

## **11. IMPORT AND EXPORT AUTHORIZATIONS**

11.1. The delivery of products is subject to obtaining the corresponding authorizations from the administrative authorities of the country of origin.

11.2. The customer will be responsible to AICOX SOLUCIONES S.A. for the correct compliance with the regulations of the Spanish legislation or of the countries of delivery.

## **12. SUBCONTRACTING**

12.1. If AICOX SOLUCIONES S.A. wishes to contract, both in installation activities and manufacturing operations, AICOX SOLUCIONES S.A. shall be jointly and severally liable for the activities of the Subcontractor.

## **13. APPLICATION FOR NRA (AUTHORIZED REPAIR NUMBER)**

13.1. The NRA request must be made in writing.

13.2. The DA-IT-COM-009-01 document will be sent to them for completion and subsequent return to assign the corresponding NRA.

13.3. This document must accompany the goods.

13.4. Equipment arriving at our warehouse without this document will not be accepted.

13.5. Write the NRA on a shipping label, NEVER on the original packaging.

13.6. The shipment of the goods must be made carriage paid. Shipments received freight collect will not be accepted.

13.7. **IMPORTANT:** If, on your part, to receive the repaired equipment, it is necessary to indicate some type of reference, this must be provided at the time of the NRA request.

**14. RMA REQUEST (AUTHORIZED RETURN NUMBER)**

- 14.1. The RMA request must be made in writing.
- 14.2. The DA-IT-COM-006-01 document will be sent to them to be filled in and returned to us for the corresponding RMA to be assigned.
- 14.3. This document must accompany the goods.
- 14.4. Equipment arriving at our warehouse without this document will not be accepted.
- 14.5. Write the RMA on a shipping label, NEVER on the original packaging.
- 14.6. If the goods are authorized carriage paid by you, you may choose the transport agency of your choice.
- 14.7. If the goods arrive at our warehouse freight collect and have not been authorized, they may be refused.
- 14.8. The goods must be returned in perfect condition and complete, with all original accessories (packaging, manuals, wiring, etc.).
- 14.9. If the receipt of the return does not meet the requirements set out in the established shipping conditions, the amount of the return will be deducted from the amount to be paid.
- 14.10. Attach a copy of your packing slip with the contents of the goods you are returning.
- 14.11. They have a maximum period of 10 days to return the material, after this period the authorization number will be cancelled.
- 14.12. In case of non-compliance with any of the above points, the refund will not be accepted.

**15. COMPETITION AND GENERAL CONDITIONS**

- 15.1. Buyer may not assign, transfer, or convey the rights, liabilities and obligations assumed under this contract.
- 15.2. Should any provision or provisions of this contract be deemed void, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected in any way, nor shall they be modified thereby.
- 15.3. With express waiver of the Jurisdictional Jurisdiction that may correspond to them, the parties accept the jurisdiction of the Courts and Tribunals of Madrid for any litigious matters that may affect the interpretation and application of the terms of this contract.