

# GENERAL SALES CONDITIONS

## 1. GENERAL CONDITIONS

All contracts / orders imply the acceptance of the General Conditions of Sale described in this document. When differences appear between the General Conditions and the Specific Conditions stipulated for a contract, the latter shall prevail. No modification to the present conditions shall be valid without the written approval of Aicox Soluciones, S.A.

## 2. CONTRACTS / ORDERS

All contracts/purchase orders must be sent to Aicox Soluciones, S.A. in writing.

No exchange or change of information, such as price offers, between Aicox Soluciones, S.A. and the contracting party shall constitute a contractual agreement. The sales agreement shall not be binding on both parties until receipt of the contract/purchase order.

Cancellation or interruption of an order shall be valid only with the consent and written approval of Aicox Soluciones, S.A. When cancellation is accepted, the contracting party shall be liable for payment of compensation to cover the total costs already incurred.

## 3. PRICES

The prices indicated in all our offers and/or price lists are net prices, that is to say, they do not include taxes.

Prices are valid only during the period indicated in the offer and/or price lists.

## 4. TERMS OF PAYMENT

Payments will be made in advance for the first commercial operations with Aicox Soluciones, S.A.

Other payment terms should be negotiated with the Account Officer.

## 5. PACKAGING AND TRANSPORT

Packaging costs are included in the price.

The conditions of transport and insurance of the goods shall be those previously stated in the quotation and/or price list.

## 6. DELIVERIES

The delivery times offered shall be approximate only and any delay over the delivery time shall not entitle the contracting party to cancel an order, reject the goods or claim damages.

In case of "Force Majeure" Aicox Soluciones, S.A. shall not be liable for delays or inability to meet its commitments. Force majeure is considered to be: prohibitions imposed by governmental authorities, industrial action, general strike, transport disruptions, etc.

Upon delivery, the customer, after verification, will give conformity to the condition of the goods supplied.

The contracting party shall notify us in writing of any anomalies detected or of non-compliance with any of the specifications requested within 10 days from the date of delivery. If such notification is not made, we shall consider that the supply is accepted and conforms.

**7. PROPERTY**

Aicox Soluciones, S.A. reserves the right of ownership of the goods sold until the moment the customer makes the full payment. In this respect the sending of receipts or other instruments will not be considered as payment, until the payment is made in the bank account of Aicox Soluciones, S.A.

**8. PRELIMINARY PLANS AND DESIGN**

Aicox Soluciones, S.A. reserves full intellectual property of its designs, and will not be communicated to others or executed, without written authorization.

**9. INDUSTRIAL AND INTELLECTUAL PROPERTY**

Except in authorized cases, the documentation and software shall not be copied or modified, translated or adapted to another software language or another language, by the customer. However, the contracting party may make 2 copies for his records and to replace a defective copy.

**10. WARRANTY AND LIMITATION OF LIABILITY**

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 carried out by Aicox Soluciones, S.A.

**11. POWERS OF THE COMPETENT JURISDICTION**

Any dispute concerning the interpretation or execution of these general conditions of sale shall be referred exclusively to the competent jurisdiction in Madrid, regardless of the place of delivery or the means of payment accepted.