

## GENERAL SALE CONDITIONS.

### 1. - DEFINITIONS.

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

**EPIDOR SRT:** Epidor Seals and Rubber Technology, S.L., with NIF B66764135, 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 45379, sheet 7, page number B-485851; Email: [esrt@epidor-srt.com](mailto:esrt@epidor-srt.com), phone number: +34 93 938 63 32 77

**Client:** Any physical or legal person who acquires products or services provided by EPIDOR SRT

**Orders of standard products:** Orders that refer to EPIDOR SRT'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 SRT 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 SRT 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 SRT'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 SRT, will lack efficiency and will not be binding.

2.6. Documents emitted by EPIDOR SRT different from the present Conditions, such as: flyers, catalogues, budgets, technical specifications, drawings, etc., have a merely informative value and EPIDOR SRT 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 SRT, 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 SRT 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 SRT 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 SRT.

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 SRT.

4.2. In order to cancel standard product orders already accepted by EPIDOR SRT, a written consent will be needed. All cancellations of standard product orders already accepted by EPIDOR SRT 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 SRT can demand that the Client pay for them.

4.3. EPIDOR SRT 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 SRT, 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 SRT makes the commitment to meet the delivery time periods agreed upon with the Client. However, all delivery periods appearing in any of EPIDOR SRT'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.

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 SRT 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 SRT 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 SRT 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 SRT 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 SRT is not responsible for any risks of damage or loss of the goods.

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 SRT's facilities. EPIDOR SRT 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 SRT's warehouses and/or facilities 21 days after being notified of their availability, EPIDOR SRT 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 SRT'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 SRT, by stating the damages in the respective dispatch note or by direct communication with EPIDOR SRT in up to 4 days after the delivery.

## **7. - PRICES.**

7.1. The Client can, at any given moment, request from EPIDOR SRT the price of the products or services they are interested in. These prices will be valid only during the time window that EPIDOR SRT 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 SRT.

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 SRT, 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 SRT, 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 SRT, 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 SRT 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 SRT is free to use the material; the Client will have no right to demand compensation for this concept.

7.6. The prices of EPIDOR SRT'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 SRT. 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 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 SRT 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 SRT, 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 SRT compensation for the collection expenses, which are described in article 8 of the cited Law.

8.6. EPIDOR SRT 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. - RETURNS AND RESALE.**

9.1. EPIDOR SRT will not accept returns of any products or services after they have been contently accepted by the Client or made available to Them.

9.2. Exceptionally, EPIDOR SRT 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 SRT accepts it in writing.
- That the product returned is brought to the original EPIDOR SRT 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 SRT'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 SRT as a result.

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

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

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

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

## **10. – GUARANTEES.**

10.1. All claims regarding the contents of the delivery receipt or the acquired products or services must be addressed in writing to EPIDOR SRT in up to 4 days after the delivery.

10.2. The guarantee of all products manufactured by EPIDOR SRT is of ONE (1) YEAR starting from the date they are made available to the Client. This guarantee is limited to the replacement of a defective product by another of the same characteristics, or, if possible, its repair, at EPIDOR SRT's discretion. Other damages or imperfections are excluded from the guarantee, in agreement to general condition 14 of the present Conditions.

Nevertheless, in the case of products manufactured by third parties, the regulations applied will be those defined by the manufacturers, who will be the ones to decide whether to repair or to replace the defective product.

10.3. In order for the replacement of any product to be accepted, EPIDOR SRT's Technical Department and Department of Control and Quality must express their conformity before starting communication with the pertinent manufacturer.

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

10.5. EPIDOR SRT 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.

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

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

11.1. 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 SRT'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.

## **12. FORCE MAJEURE**

12.1. EPIDOR SRT 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 SRT being held responsible.

12.2. Force Majeure is to be understood as any cause or circumstance beyond EPIDOR SRT'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 SRT'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 SRT's workshops because of machinery breakdowns or any other causes for which EPIDOR SRT cannot be held responsible, as well as other Force Majeure causes contemplated in the current legislations that may affect, either directly or indirectly, EPIDOR SRT's activities.

12.3. In case of Force Majeure, EPIDOR SRT 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 SRT to resume all obligations suspended on account of the aforementioned Force Majeure.

### **13. FINALIZATION OF CONTRACT.**

13.1. Should the Client fail to meet any of their obligations, especially should they fail to partially or completely pay EPIDOR SRT's invoices, EPIDOR SRT 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.

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

### **14. LIMITATION OF RESPONSIBILITY.**

14.1. EPIDOR SRT, 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 costumers, 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.

14.2. 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 SRT's responsibility.

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

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

#### **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 SRT, 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 SRT.

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

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

16.2. 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.