

GENERAL SALES CONDITIONS

These General Sales Conditions are applicable to any offer made by the Vendor or to any purchase/sale agreement concluded by the Vendor with any purchaser (hereinafter, the “Purchaser”). All sales are expressly subject to total acceptance by the Purchaser of the Terms and Conditions specified below, except those that, expressly and in writing, are especially agreed upon between both contracting parties.

OBJECT AND OFFER PRICE

Except when the Vendor makes a specific offer, the applicable prices are those appearing in the Vendor’s price list current on the date the order is placed. Once the Vendor has issued an offer, the prices and conditions of that offer will refer exclusively to the products (specifications and amounts) specified in the offer and will be valid for thirty (30) days, except where otherwise stipulated.

PURCHASE COMPLETION

Acceptance by the Purchaser of an offer by the Vendor must be formalised by completing a purchase order to the Vendor. Order modifications and/or variations must be expressly accepted by the Vendor. The purchase/sale will be deemed definitively complete after express acceptance with no qualification of the order by the Vendor, by the latter sending order confirmation to the Purchaser.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The technology and know-how, whether under patent or not, incorporated in the products, and all industrial and intellectual property rights relating to the products are, and will remain, the Vendor’s exclusive property, or where applicable, the Vendor’s suppliers, and any information relating to such technology, know-how and rights must be deemed by the Purchaser to be strictly confidential, including the information appearing in drawings and documents it may receive.

PRICES – PAYMENT CONDITIONS – TAXES

The prices as well as the payment terms and conditions will be those specified in the order confirmation issued by the Vendor and accepted by the Purchaser. Except by express agreement of the parties, the price is deemed to be in euros and net of all taxes pertaining to the operation.

Under all circumstances the payment conditions must comply with the provisions of Spanish Law 15/2010, dated 5 July 2010, amendment to Spanish Law 3/2004, dated 29 December 2004, which establishes measures to combat late payment in commercial operations. In the event of late payment, the Vendor will be entitled to claim late payment interest from the Purchaser equal to that foreseen under Article 7 of the aforesaid Spanish Law 3/2004 dated 29 December 2004.

Non-payment of an instalment will automatically cause the expiry and enforcement of all amounts owing by the non-compliant Purchaser, even if payment has been instrumented in bills of exchange or promissory notes. Likewise, the Vendor reserves the right to suspend execution of its own order delivery obligations until full payment of the amounts owing and to demand indemnity for costs foreseen in law.

DELIVERY – DISPATCH

Unless otherwise stipulated, deliveries of products will be made pursuant to the conditions agreed upon in the order confirmation sent by the Vendor to the Purchaser. Returns on delivered products will not be accepted, except upon express agreement or prior authorisation by the Vendor of acceptance of the product return.

DELIVERY PERIODS

Delivery periods are approximate, except upon express acceptance by the Vendor of specific delivery periods. Delivery periods are counted from the latest of the following dates: (i) Acceptance without qualification of the order by the Vendor (sending of order confirmation from Vendor to Purchaser); (ii) Reception by the Vendor of certain information due from the Purchaser that is needed to fulfil the order; (iii) Reception by the Vendor of the advance that the Purchaser undertakes to pay, pursuant to the purchase/sale agreement terms.

The Vendor is automatically freed from any commitment relating to delivery periods in the event of *force majeure* or events occurring in the Vendor’s or its suppliers’ installations which may interrupt the organisation or activity of the company’s business.

RETENTION OF OWNERSHIP

The Vendor retains full ownership of the products delivered to the Purchaser until full payment of their price, both main and accessories. If the products have been transformed or incorporated into other equipment, the Vendor may retain the transformed products or equipment into which the products were incorporated in guarantee until full payment of the price. The Purchaser undertakes to mention the existence of this retention to third parties to which it may sell the products whether in “as is” state or incorporated into a system.

Non-compliance by the Purchaser of its payment obligations will entitle the Vendor to claim the amounts paid on account for the purchase, as indemnity for damages, notwithstanding the Vendor’s right to claim additional amounts as indemnity if applicable. Once the Vendor makes the products available, the Purchaser assumes all risks relating to possession, safe-keeping and/or use of the products and of damages caused.

PACKAGING

The price stated in the offer includes the price of the ordinary packaging used by the Vendor, if deemed necessary. Any request by the Purchaser for packaging other than that habitually used by the Vendor will give rise to a supplementary price at the Purchaser’s expense.

GUARANTEE (See full text of the Guarantee Conditions at www.tewis.com)

Guarantee: defects covered

Tewis Smart Systems, the Vendor, undertakes to remedy the material and operational defects of the machines and products it supplies, which may arise due to defects in the design, materials or assembly and manufacture of the finished product.

Exceptions

Notwithstanding the above, this Vendor’s obligation shall not be applied in the following circumstances:

- When the installation and start-up and/or maintenance of the products has not taken place, in the manner and within the period pursuant to the Vendor’s conditions, or in default of the latter, following the most habitual professional practices in the sphere of pertinent action.
- When the defective operation is the result of the Customer storing the product in poor conditions.
- In the event of handling the equipment without the Vendor’s express agreement.
- The Customer must not make any repairs by itself or third parties, except where the repair is absolutely necessary to continue guaranteeing the supply and service to its Customer, and only when the lack of service will cause economic losses greater than the value of the products supplied.

Excluded from the guarantee are the consumables and spare parts, as well as the repair work necessary for the normal use of the equipment, damages or accidents due to insufficient control or uses that exceed the Vendor’s proposed use and/or instructions. In general, this guarantee does not cover under any circumstances defects stemming from incidents in which the Vendor is not responsible.

Guarantee limitations

- The guarantee does not cover, under any circumstances, the costs relating to detection of the defective element, to assembly or dismantling in the installations, nor those relating to the coolant gases.
- The Vendor will not provide guarantees related to product performance nor the scope of objectives that the Customer may establish for the systems, since these were not expressly accepted by the Vendor.

Customer obligation

- It is the Customer’s obligation to check the state of material delivered by the transportation agency before accepting it. The moment it accepts reception of damaged materials, the Customer automatically waives all rights to cover under guarantee or return of the goods.

Duration

The guarantee will be applied solely to the products that are defective within the period of ONE YEAR, counting from the time the products are made available to the Customer, taking as that date the invoice date of the products.

Total or partial repair of the product, its exchange or substitution under guarantee, shall under no circumstances signify the extension of the guarantee period of the whole.

The defective components changed or those repaired by our technical service or technicians authorised by Tewis in an installed machine shall have a new guarantee period of ONE YEAR counting from the date of the intervention.

RESPONSIBILITY

The sales agreement terms accepted by the Vendor and the provisions of these General Sales Conditions define the Vendor’s total responsibility and exclude any other guarantee whether legal, express or implicit, including unlimited guarantees, all commercial guarantees and the products’ suitability for a specific end.

The Vendor shall not be held responsible under any circumstance for indirect and/or immaterial or incidental damages, including, for illustrative purposes, loss of earning, income or business, with due cause or which are related in any manner with products, services, any order, this agreement or its resolution, non-renewal or termination.

In all circumstances, the Vendor’s liability is strictly limited, independently of the causes or the object of the claim, to the net amount of the contract that has given rise to the claim. The Vendor undertakes to have civil liability insurance, pursuant to the conditions set by law.

APPLICABLE LAW – JURISDICTION

The purchase/sale agreement subject to these General Sales Conditions is governed by Spanish law, except where governed in the area of conflicting laws and the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG).