

## COMMERCIAL CONDITIONS OF SALE

The present general conditions of sale shall be applicable to all sales or deliveries carried out by FERMAX ELECTRÓNICA, S.A.U. (hereinafter, "FERMAX"), unless otherwise agreed in writing with the Buyer.

## ORDERS

Orders shall be processed exclusively through authorised distributors.

FERMAX reserves the right to apply a penalty of € 500 (or the equivalent amount in the applicable currency) if, at the customer's request, it is necessary to modify the contents of an order once it has been prepared and is ready to be shipped. This penalty may also apply in cases where the customer requests that the order be split into two or more deliveries once the order has been packed.

## DELIVERIES

The delivery dates agreed with FERMAX shall be considered approximate. FERMAX undertakes to do its utmost to comply with the agreed delivery dates, always provided the Buyer facilitates all correct information relating to the order and the delivery with sufficient anticipation.

The delivery term shall be reasonably extended when causes beyond the decision and control of FERMAX prevent to comply with the agreed delivery date.

## ACCEPTANCE OF GOODS AND RETURNS

The Buyer shall review and inspect the goods, as to quality and quantity, within the maximum period of five days after the date of delivery. Once this period has elapsed, it shall be deemed the Buyer is satisfied with the Products delivered.

All returns must attach a Return Authorisation Document to be obtained from the Sales Department.

The package sent to FERMAX must be properly identified. The return authorisation number, along with its corresponding barcode provided by FERMAX, must be clearly visible on the exterior of the package.

All materials must be in mint condition and include the original packaging before any return is authorised. Depreciations may be applied according to the corresponding policies in force.

## OWNERSHIP RESERVE AND RISKS

FERMAX shall continue to be the lawful owner of the products supplied until the full payment of the agreed amounts.

Notwithstanding the above, the risks inherent to the products supplied shall be conveyed to the Buyer from the moment the Products are delivered by FERMAX.

## PRICES

Prices do not include any indirect taxes applicable according to the legislation in force from time to time. Other taxes, duties and charges that must be applied shall be borne by the Buyer, unless otherwise agreed in writing with FERMAX.

## SHIPPING COSTS

Prices established in offers, orders, catalogues and other documents are EXWORKS prices.

Prices do not include the shipping cost except otherwise clearly indicated.

## PAYMENT

Unless FERMAX and the Buyer agreed otherwise in writing, payments shall be made within the periods established by the legislation in force.

FERMAX may require the necessary guarantees to assure that the Buyer complies with all agreed payment terms and conditions, if appropriate considering the financial position of the latter.

## GUARANTEES

FERMAX shall provide guarantee during a period of 36 months following the date of the sale invoice for any original defects in the products, subject to the terms and conditions established in the legislation in force and in these General Conditions of Sale.

These guarantee terms apply to products sold by FERMAX directly to its distributors regardless the location of purchase.

The products processed for guarantee that do not comply with the provisions set forth in the previous paragraph shall be treated as out of guarantee. FERMAX reserves the right to apply the appropriate measures to compensate any possible damages caused.

Any deficiencies beyond the control of FERMAX shall be excluded from the guarantee and liability of the latter, especially when they are the result of normal wear, false information provided by the Buyer, inadequate maintenance, failure to observe the operating instructions, use of any inappropriate material, influence of chemical or electrolytic action or other similar causes.

FERMAX guarantee shall be subject to the correct fulfilment of all payment terms and conditions agreed at the time of confirmation of the purchase order.

The return of the product under guarantee must be requested exclusively through the website [www.fermax.com](http://www.fermax.com), by accessing the "Warranties" section in the Private Area. Every return request must include a brief description of the fault and the serial number of the faulty product. Once the return authorisation has been received, the product will be returned to FERMAX, always accompanied by the return authorisation. FERMAX will not accept any product that is not accompanied by the corresponding return authorisation.

## GUARANTEE OF DIGITAL SERVICES AND CONTINUITY OF PROVISION

If the product supplied by FERMAX includes the provision of a digital service, the guarantee period and service continuity offered to users is 36 months from the sale of the physical product. In the event of a closure or indefinite interruption of the service, FERMAX will notify their customers and users at least 6 months in advance, always ensuring the continuity of service as stated in the previous paragraph. Likewise, if there is a substantial change in the contractual terms of service provision, FERMAX will provide at least 3 months' prior notice.

## AVAILABILITY OF SPARE PARTS

FERMAX will ensure the availability of spare parts, equivalent products or systems with similar functionality for a period of 10 years from the date an item has stopped being manufactured or has been discontinued (5 years for products discontinued before 2022). Discontinued items are notified by FERMAX to their direct customers annually, along with the updated product list. Additionally, FERMAX may inform about the discontinuation of specific products during the current year, in which case this would be notified in writing. FERMAX shall also respond for a period of 36 months from the date of the invoice to the direct Buyer for any manufacturing defects in the purchased spare parts.

## DAMAGES

Under no circumstances shall the Buyer be authorised to make contractual or extracontractual claims for damages deriving from, but not limited to, the loss of production, use, orders, profits, nor for any other direct, indirect or consequential damages.

FERMAX shall be only liable to compensate the client for the costs associated to repairing the deficiencies or incidents occurred during the process of supplying the goods that are attributable to the former.

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FERMAX reserves the right to modify these general conditions of sale, as well as the prices of the Products. The technical and aesthetic characteristics of the Products may be modified from time to time. The graphic representations included are merely for illustrative purposes. FERMAX® is a registered trademark. All intellectual property and license rights reserved.