

TEKNOLÖSUNGEN SISTEMAS, S.L.

C/ Mar Mediterráneo, 2 Nave 27 Pol. Ind. INBISA
28830 San Fernando de Henares (Madrid)
Tel.: +34 91 6781324 Fax: +34 91 6792726

www.teknolosungen.com



TERMS AND CONDITIONS:

FIELD OF THE GENERAL CONDITIONS OF SALE

These general conditions will be applicable exclusively to present and future sales in which *Teknosungen Sistemas S.L.* is the selling party.

Teknosungen Sistemas S.L. does not recognize the possible general conditions of the client. Therefore, in the event of a conflict between the terms of the general conditions of both parties, the conditions of sale of *Teknosungen Sistemas S.L.* will always prevail, unless expressly accepted in writing by the client.

OFFERS AND DELIVERY TIMES

Our offers are not binding, since *Teknosungen Sistemas S.L.* It will only be bound once it issues written confirmation of acceptance of the order.

In cases where the offers and order confirmations do not include a firm (closed) price, *Teknosungen Sistemas S.L.* can adjust the price in the event that one or more factors that influence the price (materials, labor, taxes, tariffs, transportation cost, etc.) increase significantly. The agreed price for an order does not bind any of the parties in the event of subsequent orders.

Delivery times are always estimates, even if they have not been described as such. Unless otherwise agreed, the delivery period will begin when all the necessary conditions are met (approval of samples, agreed advance payments, delivery of documents, technical clarifications about the product, etc.) without the customer being able to reject partial deliveries.

PRICES

The prices offered by *Teknosungen Sistemas S.L.* directly, or through our sales network, are understood for the products placed at our warehouses and without taxes (VAT).

PAYMENT CONDITIONS

The payment conditions shall be in accordance with the applicable Law 15/2010 of 5 July 2010.

Teknosungen Sistemas S.L. reserves the right to change the payment method of any customer, in case of non-payment or delay in the payment obligations.

As general rule, if you are a new customer, the first order payment is in advance.

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RESERVE OF THE PRODUCTS

Tecnologías Sistemas S.L. will retain ownership of the products delivered in guarantee of the fulfillment of the buyer's obligations. Notwithstanding the foregoing, the buyer has the right, in accordance with his business activity, to transform or dispose of the products, but cannot constitute a guarantee on it or pledge it.

Any embargo placed on the products by a third party must be notified to *Tecnologías Sistemas S.L.* immediately.

In the event of default or non-payment, *Tecnologías Sistemas S.L.* reserves the right to request the return of the products. The reservation of title to products extends to property or merchandise made from the piece or pieces initially sold, the ownership of which the buyer acknowledges corresponds to *Tecnologías Sistemas S.L.*

MINIMUM ORDER

The minimum order value will be 100€.

Tecnologías Sistemas S.L. reserves the right to cancel orders with total value below the mentioned amount.

SHIPMENT

FREIGHT PREPAID. For orders with a total value higher than 400€ net no taxes and for deliveries within the Iberian Peninsula.

For orders higher than 550€ net no taxes for other destinations of Spain and Portugal.

FREIGHT COLLECT. For all orders that do not exceed the amounts above, customers must indicate the transport agency of their preference. If the customer does not indicate, *Tecnologías Sistemas S.L.* reserves the right to send the articles by our shipping transportation company, charging the cost of the freight on the invoice sent with the material.

RECEPTION OF DAMAGED PRODUCTS

In the case of reception of damaged or incomplete products, the customer must sign the delivery note of the transport agency, indicating the damages in the merchandise, and then contacting with *Tecnologías Sistemas S.L.* via fax/mail sending a copy of the delivery note of the transport agency, thus making the corresponding complaint.

We will not accept claims beyond 15 days from the delivery date.

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RETURN

In no event we will accept returns of material for reasons not attributable to *Tecnologías Sistemas S.L.*

TECHNICAL OR QUALITY CLAIMS

Our responsibility is limited, in all cases, to the material's replacement when the return is accepted and in the quantity effectively returned to our facilities.

For any technical or quality claim, it must be formulated in writing to the applicable *Tecnologías Sistemas S.L.* representative.

TECHNICAL INFORMATION

Tecnologías Sistemas S.L. offers to our customers, if requested, the technical information of the products in electronic format.

This information will be available for all our customers at our web:
<https://www.teknolosungen.com/eng/productos.html>

WEIGHT-QUANTITY

Due to the automated process of product packaging, the tolerance shall be permissible with an error +/- 5%. No claim on quantity will be accepted for lack or excess product within the limits of this tolerance outlined.

REPORTS AND QUALITY CERTIFICATES

The COC (Certificate of Conformity) are subject to separately purchase bids of the pieces object of the mentioned inform.

TOOL WARRANTY

The warranty of the FASTTEK[®] tools fulfill to the EC Normative and the warranty start from the invoice date. The warranty does not cover damages caused for improper use of the tool.

All the tools sent to our Technical Service for repair will be "freight prepaid" by the customer, and no one will be accepted in the case of the reception in our facilities with freight charged to *Tecnologías Sistemas S.L.*

QUALITY

Tecnologías Sistemas S.L. fulfills the corresponding certification UNE-EN ISO 9001-2008.

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TRADEMARK

FASTTEK[®] is a trademark registered and owned by *Teknosungen Sistemas S.L.*

FORCE MAJEURE

In the event of breakdowns of any nature, force majeure, including wars, legal prohibitions, strikes, closures, etc., that affect *Teknosungen Sistemas S.L.* or our suppliers, or any other cause or event that prevents supply, production or delivery, *Teknosungen Sistemas S.L.* will be exonerated of responsibility during the entire period of time to which said disturbance extends, and may even totally or partially cancel the delivery obligation, without the buyer having the right to cancel the contract or demand damages.

JURISDICTION AND APPLICABLE LAW

This contract will be governed by Law 7/1998, of April 13, on General Contracting Conditions, as well as by the legislation applicable to sales in Spain, excluding the United Nations Convention of April 11, 1980 on regime applicable to the international sale of commodities.

The parties accept that any claim arising from the sale of merchandise in accordance with these conditions will be resolved before the courts of Madrid (Spain).

DATA PROTECTION

The parties are obliged to respect Spanish data protection legislation (**LOPDGDD**).

This conditions are subject to changes, as consequence of the product improvement thus as derivative of legislation changes.

Teknosungen Sistemas S.L. reserves their right to modify prices, packaging, as well as technical information of our products derived from an improvement from them.