



GENERAL SALES CONDITIONS

1. - GENERAL ISSUES

The sales and supplies to be made by FABRICA ELECTROTECNICA JOSA, S. A. U. (from here on in the Vendor) will be subject to these General Sales Conditions, with the exception of those for which individual conditions have been agreed to as part of the order or proposal. These must always be attached to the order or proposal.

The Purchaser will be informed of the existence of these conditions, either through an information sheet, their express publication or by directing the Purchaser to the website where they can be downloaded. By this it is understood that the Purchaser accepts these conditions when the order or proposal is processed.

2. - INTELLECTUAL/INDUSTRIAL PROPERTY

The Vendor reserves all rights relating to the intellectual and industrial property in its products, knowledge and technology against third parties for all the information, drawings, plans, software, services and materials that accompany an order or proposal.

Their use by the Purchaser is prohibited except where expressly authorised by the Vendor. Any licence for use or other method of sharing the results of the intellectual/industrial property rights must be expressly agreed in writing, this being understood as not in any way having been granted unless agreed to the contrary in such terms and conditions.

3. - DELIVERY TIMES.

The delivery times included by the Purchaser in the order will always be for orientation purposes only, with the Vendor making its best efforts to comply with these. As a result delays that may take place do not imply the cancellation of the order or any charging of penalties, unless specific conditions exist in this respect.

4. - SUPPLY CONDITIONS

Will be defined for every customer/ order. If nothing else is stated, delivery is FCA Rubí (E- 08191). Minimum Order Value is 5.000 €.

5. - RETURNS

Only material previously authorised for return by the Vendor will be accepted. In addition, the material being returned must comply with the following conditions:

- Complete boxes with the original packaging, labelling and seals.
- The material belongs to products appearing in the current catalogue.
- The material was supplied in the 12 months leading up to the request to return it.

Under no circumstances will the return of special materials and products be accepted, nor can products sold in promotional campaigns be returned. Returns will always be delivery paid by the Purchaser and depreciation will be applied to the current value of the material on the basis of the time that has passed between the material being supplied and returned, minimum depreciation is 25%.

6. - GUARANTEE

Except where expressly indicated in the contract or individual conditions, the Vendor guarantees the materials supplied in terms of manufacturing and assembly defects for a period of one year counting from the delivery date for the material, on the following conditions:

- The Vendor will repair or substitute, as it chooses, all the material with manufacturing or assembly defects as quickly as possible.
- The element or material repaired or substituted will have a one-year guarantee starting from the repair date. The rest of the elements not repaired or substituted will not be subject to this new guarantee period.
- The Purchaser will be liable for the cost of dismantling and installing the materials.
- Under no circumstances will the Vendor be liable for repairs or work carried out by third parties as a result of defects in the materials supplied by the Vendor.
- This guarantee excludes damage or effects produced during installation or set up and any normal wear and tear.

7. - PRICES

The prices applied will be those in force at the time of the validation and acceptance of the order, and the application of any other price, discount or promotion must be indicated by writing by the Vendor in the order.

8. - RESERVATION CLAUSE

The Vendor shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

9. - COMPLIANCE WITH EXPORT CONTROL REGULATIONS

- 9.1. If the Purchaser/Recipient transfers any goods (hardware and/or software and/or technology, as well as the relevant documentation, regardless of the form in which this transfer takes place) supplied by the Vendor, or jobs and services (including all types of technical support) carried out by the Vendor, to a third party, this Purchaser/Recipient must comply with any regulations relating to the control of national and international (re)exporting which may apply. In the event of any transfer of goods, jobs and services, the Purchaser/Recipient will comply with the regulations in force in relation to the control of (re)exporting in the Kingdom of Spain, in the European Union and in the United States of America.
- 9.2. Prior to the transfer of goods, work and services supplied by the Vendor to a third party, the Purchaser/Recipient will confirm and guarantee, in particular, using the appropriate measures, that:
- There is no breach of any embargo imposed by the European Union, by the United States of America and/or by the United Nations through this transfer, through the brokering of contracts relating to these goods, work and services or through the provision of other financial resources connected to these goods, work and services, also considering national trade limitations and the ban on evading these embargoes.
 - The intended use to which these goods, work and services will be put is not connected to the arms industry or to nuclear technology, always and to the extent that this use could be subject to prohibition or authorisation, unless the appropriate authorisation is provided.
 - The Sanctioned Party Lists issued by the European Union and United States of America, which apply in relation to trade with the listed entities, individuals and organisations, are taken into account.
- 9.3. If the Vendor or any Competent Authority needs to carry out export control checks, the Purchaser/Recipient will, on request from the Vendor, promptly provide it with all the information relating to the specific final client, the specific destination and the specific intended use of the goods, work or services provided by the Vendor, as well as any other restrictions that may exist in terms of export controls.
- 9.4. The Purchaser/Recipient will compensate and exonerate the Vendor from any liability in relation to any compliant, process, action, fine, loss, cost, damage and losses derived from, or related to, any breach of the export control regulations by the Purchaser/Recipient, and will itself compensate the Vendor for any losses and expenses that may arise as a result of this.

10. - JURISDICTION

For any discrepancies that could arise between the parties (Vendor-Purchaser), both expressly submit themselves to the jurisdiction of the courts of Barcelona, with express waiver of any other jurisdiction to which they might have recourse.

11. - LIMITATION OF LIABILITY

The Vendor will not be liable for indirect damage and harm, such as loss of profits, stoppage and/or loss of production and/or of data. Similarly, the Vendor will only be liable to the Purchaser for the direct damage and harm that it causes in complying with its obligations up to a total and accumulated sum equivalent to 10% of the contract or order price. In the event that penalties have been contractually agreed, these will be limited to 10% of the contract or order price, and will be considered the sole financial liability of the Vendor for any breach. A single claim cannot be liable to both penalisation and claims for damages. The contents of this clause will take precedence over any other future agreement appearing in an order or contract, except where the agreed waiver set out in this condition 11 is expressly revoked in that agreement.

Entry into force
March 2019