

GENERAL SALE CONDITIONS (1/2)

1. GENERAL.

These general conditions of sale will apply to any order or contract of sale, unless otherwise agreed in writing.

The offers and budgets made by the Seller will not be binding, being only understood as perfected sale contract when the seller confirms in writing an order.

The equipment offered by the Seller is customized based on the information provided by the Buyer. The Seller is not responsible for any deviation that may exist between said information and the actual operating conditions.

The Seller reserves the right to change the present sale conditions without prior notice.

The brochures, instructions, drawings, media videos, whatsoever distributed, delivered or advertised by the Seller are for commercial purposes only, and the Seller reserves the right to modify it anytime. Such information may be delivered to the Buyer in any language other than Spanish. Any technical documentation provided by the Seller has no contractual value, and therefore does not constitute any commitment of quality or durability.

2. PRICE AND LOGISTICS CONDITIONS.

All prices must be considered as net price, quoted in euros and based on the Incoterm 2016 FREE CARRIER (FCA) with delivery at the address of Sunwa Ventutres SL facilities located at Calle Pino Siberia 10, 41016 Seville (Spain), without any kind of discount except Previous agreement to the contrary.

Either way, regardless of the agreed place of delivery, the goods will be transported at the Buyer's risk as if it were a sale under the EXWORKS Incoterm 2016 and, as a result, will be at their own risk and all damages, losses and lessening experienced by the goods during transportation, as well as the costs and responsibility of loading, unloading and stowage and custody of the goods.

Prices do not include taxes, legalizations, fees, customs, insurance, assembly or other additional costs that may arise from delivery, as well as any other charges, both general and particular, that will be borne by the Buyer, unless agreed otherwise in writing.

3. MANUFACTURING TERM.

The goods estimated manufacturing term is disclosed in the offer. This term is for the Buyer reference and subjected to variations caused by force majeure.

The goods manufacturing term will start after receiving the fully goods payment by the Buyer or, where appropriate, after receiving the goods down payment agreed in writing.

4. PAYMENT CONDITIONS.

Unless agreed in writing, the order will be made by a single bank transfer for the full quotation, prior receiving the goods, without any discount, without reducing, compensation or withholding of the payments by the Buyer.

The Seller will issue the corresponding invoice to the Buyer.

In the event of deferred payments being agreed, the agreed dates shall be fulfilled by the Buyer even if the transportation or delivery is delayed due to reasons beyond the control of the Seller. Failure to pay any instalment by the Buyer will cause the anticipated maturity of the remaining instalments automatically, without prior written request to the Buyer. In the case of any Buyer's debt, the payments will be used, in any case and in the first place, to the oldest debts and, among them, first to expenses, then to interest and finally to the main debt. The Buyer may only request the compensation of a certain debt or enforce a lien when his petition is based on judicial enforcement or in a debt previously recognized and in writing by the Seller.

If the Seller considers it appropriate, based on Buyer's solvency, Seller may request from Buyer the bank guarantees he deems necessary to ensure the proper performance of Buyer's contractual obligations, and may suspend deliveries in the meantime.

The Seller shall not be obliged to deliver the goods in the event that it has discovered the insolvency of the Buyer, once the Contract has been signed or the order confirmed

5. RECEPTION AND ACCEPTANCE OF GOODS.

The Buyer will check and carry out the goods acceptance, in terms of quality and quantity of the product, upon the goods delivery. In the event that the Buyer notices any defect, he must immediately notify the Seller in writing.

Once the goods have been checked and accepted by the Buyer, the goods will be considered accepted by the Buyer and the Buyer waives the Seller to any further claim. Likewise, the Buyer will have 24 hours to report any defects in the goods, from that moment onward the Seller will not be liable for the damages, and the Buyer will not be entitled to claim any damages against the Seller.

6. REPAIRS AND RETURN.

Only goods supplied directly by the Seller will be repaired, which will be verified from the sales invoice or the order confirmation.

The repairs will be carried out under the following conditions and only on equipment or components that present a manufacturing defects:

- It will be necessary to inform the Seller of this situation by sending a signed request indicating the brand, model and serial number of the affected equipment.
- Seller will not accept any material that has not been shipped prepaid by the Buyer.

The Buyer will not be entitled to return any material, except due to manufacturing defect.

7. PROPERTY.

The supplied goods shall remain on the Seller's property until the full payment of the goods, remaining in deposit regime in the Buyer's facilities until then. Once the goods have been delivered to the Buyer, the Buyer will be liable for the custody and proper preservation of the goods.

In case of breach of contractual obligations by the Buyer, especially of delay in any instalment payment, the Seller has the right to collect the goods. To that extent, the Seller will not need authorization from the Buyer to access the facilities where the goods are located and proceed with its removal, without being necessary a judicial authorization. The receipt of the goods, by itself, will not result in termination of the Contract, insofar as both parties do not agree in writing and mutually recognizing the total extinction of the rights and obligations derived therefrom.

If the reserved goods delivered were sold by the Buyer or incorporated or processed by either a service contract or work by the Buyer with a third party, the Seller may exercise the instalment collection that the Buyer holds against the third party, in the amount that the Buyer owes the Seller, constituting the present document, sufficient authorization from the Buyer and without prejudice to other actions that the Seller has against the Buyer.

GENERAL SALE CONDITIONS (2/2)

8. WARRANTY.

Products manufactured by Sunwa Ventutres S.L. or manufactured by third parties but incorporated in third party's equipment, are covered by a warranty against manufacturing defects during 2 years (except batteries that will be one year), from the date of receipt of the goods by the Buyer.

In any case, the warranty does not cover either damages or malfunctions or service failures of the goods supplied due to the following causes:



- Accidents due to any reason not related to the Seller, from the time the goods are at the Buyer's disposal onward, including damages during transportation.
- Negligent, improper or improper goods use by the Buyer or third parties.
- Not have requested and obtained a copy, and followed literally and in full, the instructions for assembly, operating modes, operation and maintenance of the product, which the Seller will make available to the Buyer upon request. For such purposes, the delivery of such instructions shall be documented in writing.
- Goods' modifications or repairs not authorized by the Seller.
- Any other reasons than the normal operating conditions of the goods supplied and these are not under the Seller's control (especially if it is because of normal wear and tear, false information from the Buyer, use of any inappropriate material, influence of a chemical reaction or Electrolytic, etc.)
- Any other force majeure circumstance specified into the article 1,105 of the Spanish Civil Code, understood as such, at least and without this list being restrictive, but only enunciative, catastrophes and / or natural damages (earthquakes, storms, atmospheric discharges, surges, floods, plagues, lightning strikes, etc.), war, strikes, restriction of energy consumption, accidents, as well as any other actions of third parties, such as acts of vandalism, sabotage or theft.

Aspects related to the aesthetics of the supplied goods will not be considered as defects with the right to claim warranty unless they represent a loss in its operation or in the services specified in the technical or commercial brochures of the Seller.

The warranty rights do not include in any case the assembly or disassembly necessary for the disconnection and electrical or hydraulic connection of the goods, to be borne by the Buyer.

The Seller reserves the right to supply a different model of the product supplied to fulfil the accepted warranty claims for either replacement or extension, should the original model cease to be manufactured, as long as the technical characteristics of the new product are equivalent to those of the substituted goods.

The management of the warranties by the Seller is subject, in any case, to the timely fulfilment of the terms of payment agreed with the Buyer.

9. DATA PROTECTION.

The contact details provided by the Buyer will be included into a file owned by the Seller, whose purpose is to manage the Buyer's order and periodically send information about our products and services.

According to Spanish Organic Law 15/1999, Protection of Personal Data, if the Buyer does not wish to receive commercial information or if he wishes to exercise his rights of access, rectification, cancellation and, where appropriate, opposition, he may do so by sending a Request in writing accompanied by a photocopy of your ID addressed to the Seller's office.

10. INSEPARABILITY.

The clauses included into this document will be considered inseparable, and if any of them is invalid for any reason, the rest will remain valid with all its force and effect.

11. SELLER RESPONSIBILITY.

Seller's liability for any concept directly or indirectly arising from the supply of the goods shall be limited to the obligations expressed herein.

Seller's liability for any concept directly or indirectly arising from the supply of the goods shall be limited quantitatively to the selling price of the goods subject to claim, and it is specifically excluded any other liability for damages, both direct and indirect, emergent or lost profits, to the Buyer or to third parties, such as either loss of data in computer applications or loss of income or production benefits or service interruptions or changes in installation, etc.

12. LAW.

These general sale conditions shall be subject to and governed by the laws of the Kingdom of Spain.

The parties hereby accept that any dispute, conflict or claim which could arise or which might be related to this general sale conditions, or any infringement or termination thereof, including but not limited to any claim of this general sale conditions or any part thereof being invalid, illegal, cancellable or void shall be submitted to the Court of Alicante. Proceedings shall be held in Spanish.