

## **GENERAL TERMS OF SALE OF EMBRAGATGES I DERIVATS, S.A.**

### **1 – CONTRACT.**

The contract between Embragatges i Derivats, S.A. (Hereinafter **EIDE**) and its Customer is formed by the written order document issued by the Customer (hereinafter the **Order**) and its corresponding written Order confirmation issued by EIDE (hereinafter the **Confirmation**).

### **2 – ORDER AND CONFIRMATION.**

2.1 The Customer Order must be made in writing and be sent either by ordinary mail, by email, Fax or by any other written means.

2.2 The Confirmation will be issued through a document written by the means mentioned in point 2.1. Any discrepancy between the two documents must be clarified prior to the goods being shipped, the Confirmation being the only valid document for defining the goods and the other contractual conditions.

2.3 Exceptionally, EIDE may allow Telephone Orders. Telephone Orders will only be valid when validated through the EIDE Order Confirmation.

2.4 In no case will offers or quotes issued by EIDE be considered Confirmation. Likewise, said offers or quotes shall be deemed null and void if the customer does not make a secured Order as cited above in point 2.1, within 60 days after the offer or quote, unless there is express reference to another term in said offer.

### **3 – DELIVERY AND DELIVERY TIMES.**

3.1 All deliveries will be made carriage due or "Ex Works", that is to say, EIDE will place the goods at the disposal of the Customer at the EIDE facilities for the Customer to collect (or at the disposal of the carrier contracted by the same Customer to take the goods to their facilities). From then on, all expenses until the goods are received by the Customer (for instance, but without limitation: cost of transport, packaging, insurance, customs, etc.) will be for and at the Customer's expense. The carrier will be notified by telephone or in writing by EIDE or the Customer themselves. The cost of the transport will always be met by the Customer. The cost of the transport will occasionally be borne by EIDE provided there is a prior written agreement with the Customer. The risks of damage to or loss of the goods will always be at the Customer's expense.



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3.2 The delivery times that EIDE offers its Customers will always be approximate estimates. These Delivery Times begin counting on the Order Confirmation date in our offices. If the Order consists of several positions and they cannot all be delivered in the estimated time, EIDE will make partial deliveries with written consent from their Customer. The date on which the goods leave the EIDE facilities is considered the delivery date.

3.3 Penalties due to late delivery are not accepted.

#### **4 – MISSING GOODS.**

4.1 After receipt by the Customer, the goods must immediately be verified by it in terms of quality and quantity. Any possible claims for missing goods will only be taken into account by EIDE if notified in writing by the Client within four days from the date the Customer received the goods.

4.2 If the communication indicated in point 4.1 is not made, the goods will be understood to have been received by the Customer to their full satisfaction.

#### **5 – RETURNS.**

5.1 In the case of orders confirmed in writing and served with special urgency and all special products made exclusively with a particular design and engineering, EIDE will not allow returns.

5.2 Any product correctly supplied and received to the satisfaction of the Customer may not be returned without the prior written consent of EIDE.

5.3 If EIDE should accept said return, the shipment will be accepted "carriage paid", and the Client will attach a copy of the issued invoice and a letter indicating the reason for the return.

5.4 Returns will only be accepted if all items are in the same conditions as in their previous shipment, without marks or alterations and ready for use by EIDE.

#### **6 – REPAIRS.**

6.1 The Repair Order must be made in writing and be sent either by ordinary mail, by email, Fax or by any other written means.

6.2 When the product to be repaired by EIDE has been received, the Customer will be notified in writing of the cost of examining the product to prepare a repair offer. This cost will be invoiced to the Customer if the repair is not made due to non-acceptance of the quote.

6.3 If the repair quote is accepted by the Customer, the cost of examining the product will be deducted from the total repair quote.

## **7 – PRICE AND TERMS OF PAYMENT.**

7.1 The price to be paid by the Customer in each contract, both by product and by order, will be that established literally as expressed in the corresponding Confirmation and established in point 2.2. All prices are subject to Value Added Tax (VAT) in its corresponding rate with state customers, except in the Canary Islands.

7.2 The price must be paid under the conditions stated in the Confirmation established in the preceding point 2.2. The conditions may be established in cash or by means of a 60-day promissory note or by bank transfer after 60 days, in either case counting from the date on which the corresponding invoice is issued.

7.3 EIDE reserves the right to not accept the Order if no agreement is reached with the Customer on the payment conditions.

7.4 Any delay in the payment of the price agreed upon for the delivery of the goods will automatically accrue the corresponding interest established by the law at that time.

## **8 – CLAUSE OF RESERVE OF DOMAIN.**

8.1 Under the provisions of the corresponding laws, any Contract will give rise to a reserve of domain in favour of EIDE, so until EIDE has received full payment of all the products supplied, it will retain ownership over them.

8.2 In the event of non-payment, EIDE reserves the right to recover the material owned by it even after it has been supplied to a third party by the Customer. In this case, the Customer shall make the goods available to EIDE for their effective removal.

## **9 – GUARANTEE.**

9.1 EIDE guarantees that all its products meet the applicable technical and regulatory quality specifications, included in the general brochures of each of their products.

9.2 EIDE guarantees its Customers the correct manufacture and supply of the goods (said guarantee consisting of the repair or replacement of any of its manufactures), provided that, even when correctly installed and in normal use, they contain design defects, defective materials or workmanship.

9.3 The guarantee offered by EIDE will only be effective if the defects in its goods have been detected and notified to EIDE in writing.

9.4 A guarantee of 18 months from the date of reception by the Customer is established for all products manufactured by EIDE. This guarantee is offered for all products manufactured by EIDE, which

reserves the right to offer extensions to said guarantee to adapt to different markets or countries. In such a case, a specific document would be issued setting out the new period or extension.

9.5 A post-repair guarantee of six months from the date of the delivery note to the Customer is established for products received at EIDE for repair and outside the guarantee period.

9.6 Guarantee rights may be claimed throughout the period of validity established in section 9.4 and 9.5 of these General Terms of Sale and immediately when defects are detected. In the case of visible defects, the claim must be made within a period of under thirty (30) days from the delivery of the EIDE material and always before it is handled or installed.

9.7 The Customer may use the guarantee right during its period of validity, if the product fails to work properly as a result of the appearance of defects in its materials or manufacture at any time. Depending on the defect observed in the product, EIDE reserves the right to decide on whether to repair or replace it or to make a refund. The decision to repair, replace or refund the amount of damaged material will in each case be taken exclusively by EIDE. The replacement of the product under guarantee will restart the guarantee period in all its initial extension according to section 9.4, while the repair will only interrupt the period of validity of the guarantee from the date when the defect was reported, a period that will continue when the Customer is supplied the repaired product.

## **10 – PROCEDURE IN DRAWING ON THE GUARANTEE**

10.1 The customer will ask for the application of the guarantee in writing to the EIDE commercial department.

10.2 The request or call for assistance must be accompanied by a copy of the purchase invoice of the product that is the subject of an incident, which must show the date of purchase, the exact name of the product, the code and serial number of the equipment, and a report on the problems found.

10.3 When said claim has been received at EIDE, its technical or after-sales department will analyse it and resolve justifiably on the claim under the provisions of these General Terms of Sale, informing the Customer accordingly and giving them the instructions to follow.

10.4 The projects subject to the claim, if applicable, may not be returned without the prior written authorisation of the EIDE technical or after-sales department, who will provide a reference number that must be clearly stated on the documents accompanying the product.

10.5 The product must be returned in the original packaging and carriage paid. If the product could not be returned in its original packaging, the equipment must be protected properly to avoid damage in transportation. Damage that may occur in transportation due to poor packaging will not be covered by the guarantee and EIDE will not be liable for it.

10.6 If for urgent reasons, the customers should ask EIDE for the immediate replacement of the product subject to claim, before the claim is resolved by the EIDE technical or after sales department, said request must be accompanied by a purchase order for a similar product to the commercial department.

Once the claim has been resolved by the EIDE technical or after-sales department and the claim is proved in favour of the claimant, said purchase order will immediately be cancelled by means of a refund order, the Customer being obliged to return the similar product to EIDE, the purchase order of which is cancelled when the Customer receives the repaired product.

10.7 If the model involved in the incident should have ceased to be manufactured, EIDE reserves the right to replace the defective product with a different model of the product, in order to meet the accepted claims of guarantee when replacing it. All defective products that are replaced will be owned by EIDE.

## **11 – CONSIDERATIONS AND DEFECTS NOT COVERED BY THE GUARANTEE.**

11.1 Damage caused by accident, abuse, neglect, fire, falls, shock, abrasive elements, dust or liquids.

11.2 Damage caused by incorrect start-up, overload or over voltage, the values indicated in the product brochures being considered correct and used as a reference.

11.3 Damage caused by transfers.

11.4 Damage caused by incorrect installation, not following the instructions of the instruction manual, lack of ventilation or incorrect use.

11.5 Damage caused by repairs, attempts to repair and/or modifications made by unauthorised personnel or staff from outside the EIDE service.

11.6 Damage caused by the use of spare parts not approved by EIDE.

11.7 Misuse or improper use.

11.8 Damages due to weather conditions such as lightning, floods, fires, plagues, earthquakes, the actions of third parties or any circumstance beyond the normal functioning of the products, etc.

11.9 Other damages due to conditions or circumstances beyond the control of EIDE.

11.10 Damages caused by non-compliance with applicable regulations.

11.11 Those products whose identification number has been altered or is not clearly and unequivocally identifiable will also be exempt from the guarantee rights included in these General Terms of Sale.

11.12 Defects with the right to guarantee will not include aspects related to the aesthetics of the product, unless these aspects represent a decrease or lack of benefits in their operation, with regard to those set out in the general or specific product brochures in force at the time of purchase.

11.13 EIDE will not be directly or indirectly liable to the customer for any breach or delay in the application of its guarantee obligations, which may be caused by force majeure or any other unforeseen circumstance beyond their control.



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## **12 – RESPONSIBILITY OF EIDE ON THE GUARANTEE.**

EIDE's responsibility derived from these General Terms of Sale will be limited to the obligations expressed above and quantitatively to the amount of the invoice paid by the customer for the purchase of the product under guarantee or that of the claim. Excluding any liability for indirect damages, such as loss of data in computer applications, loss of income or production benefits, interruptions of the year, etc., which do not contravene the legal provisions applicable in each Country or Autonomous Community with respect to the responsibility of the product.

## **13 – INDUSTRIAL PROPERTY RIGHTS.**

All plans, descriptions and information presented and/or supplied by EIDE to the Customer are owned by EIDE and, consequently, EIDE is the holder of all industrial property rights recognised by the Spanish and international regulations applicable in this matter.

## **14 – CUSTOMER OBLIGATIONS.**

The Customer will ensure that all products are used and adjusted by trained and experienced personnel. If for any reason the Customer does not know how to use, install, adjust, etc., any of the EIDE products correctly, the Customer must send a written request to EIDE to ask for more information or documented help to answer their doubts. The Customer will keep EIDE totally indemnified for any accidents or claims by third parties that may arise as a result of any act or omission of negligence on the part of the Customer.

## **15 - SEPARATION AND INDEPENDENCE OF THE CLAUSES.**

Each and every one of the obligations contained in these General Terms of Sale will be considered separate and will be executed as such, without prejudice to the non-enforceability of any other obligation.

Similarly, each and every one of the clauses contained in this document will be fully autonomous and independent, except those expressly referring to others, so that the annulment of any of them by any competent authority to that effect will not affect the validity of the rest, which will remain in force and be of a binding nature between the parties.



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## 16 – APPLICABLE LEGISLATION AND JURISDICTION.

The contract and sales conditions indicated above for any of the goods sold by EIDE to any of its Customers shall be governed and interpreted in accordance with Spanish legislation, and both EIDE and the Client shall act according to the same. In case of dispute in relation to any of these General Terms of Sale, to its interpretation, execution and inaction, expressly renouncing any other jurisdiction that could be understood, the parties submit to the Courts and Tribunals of the address of EIDE, in Barcelona, Spain, as the place of delivery of the products sold.

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Embragues y Frenos Electromagnéticos · Neumáticos  
Frenos Mecánicos de Seguridad (Centrifugos y Paracaídas)  
Acoplamientos Elásticos · Limitadores de Par · Unidades Especiales

Electromagnetic, pneumatic brakes and clutches  
Mechanical safety brakes · Centrifugal brakes  
Flexible couplings · Torque limiters · Special units



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