

GENERAL TERMS AND CONDITIONS OF SALE

(Revision date: 10th September 2024)

1. GENERAL

All goods sold by ERZIA Technologies S.L ("ERZIA") to the Purchaser are subject to and upon the terms and conditions described in this document, except where modifications are accepted in writing by ERZIA and the Purchaser. No variations of the general terms and conditions of sale are allowed by any employee, agent or representative unless written confirmation of ERZIA.

2. PRICES

All prices quoted are only valid for the quantities and goods described in the quotation and are valid for a period of thirty (30) days unless otherwise indicated. Prices quoted do not include delivery charges, packaging, insurance and V.A.T unless otherwise indicated and shall be charged to the Purchaser accordingly.

3. TERMS OF PAYMENT

All orders will be invoiced at the date of dispatch from ERZIA facilities upon the payment terms described in the quotation. By default, NET30 payment will prevail unless otherwise indicated.

ERZIA will apply a 1% monthly interest rate on due invoices exceeding the payment date.

ERZIA will suspend orders and contracts execution and committed delivery dates if purchaser overdue invoices remain unpaid 60 days after due date.

4. DELIVERY

Schedule quoted for the delivery of the goods are provided in good faith to assure the delivery schedule unless the occurrence of unforeseen events beyond ERZIA reasonable control.

ERZIA will notify the Purchaser any foreseen delay over the schedule provided and shall made every realistic effort to minimize such delay.

ERZIA shall not be liable for additional delays caused by export license process.

All goods acquired by the Purchaser will be packaged at ERZIA. ERZIA reserves the right to use the appropriate package to avoid any damage during the transportation.

5. INCOTERMS

E.X.W point and points of final inspection are at ERZIA, Santander, Spain. Other terms shall be accepted between ERZIA and the Purchaser prior written confirmation.



ERZIA

6. ACCEPTANCE

All goods acquired by the Purchaser shall be accepted unless in a period of thirty (30) natural days from invoice date a written notification is received to ERZIA from the Purchaser claiming that goods delivered are damaged, defective, or are not operational. In such event, ERZIA reserves the right to ask the Purchaser to demonstrate that the goods delivered are damaged, defective or not operational by photos and/or standard testing procedures.

7. SPECIFICATIONS

Specifications, drawings, files, datasheets and other information provided relating a good sold by ERZIA are provided to the best of ERZIA's information and knowledge at the time of goods preparation.

All specifications, drawings, files, datasheets and other information provided by ERZIA may not be used by third parties other than the Purchaser without the consent in writing of ERZIA.

8. TITLE

All goods supplied by ERZIA to the Purchaser shall remain property of ERZIA until full payment has been processed. ERZIA reserves the right to execute any financial statement or document requested to the Purchaser to protect ERZIA interests.

Goods rebranding shall not be authorized under any circumstances unless ERZIA writing approval.

9. WARRANTY

ERZIA warrants that the goods delivered will be free from defect in workmanship and materials and will be in conformity with specifications under normal use and service.

Warranty period shall be executed after shipment for a minimum period of one (1) year unless otherwise indicated by writing.

Any replacement or reparation of the goods under this warranty period shall not extend the period of the warranty.

Warranty shall not apply to goods subjected to physical or electrical abuse or exceeding maximums ratings stated by ERZIA.

In the event of the Purchaser claims that a good is defective and has been repaired, modified or altered by any person other than ERZIA designated personal or other person approved by ERZIA in writing, warranty shall not apply.

Costs and risks of transportation to and from ERZIA shall be covered by the Purchaser.

10. RETURNS

All returns shall be notified and authorized by ERZIA. ERZIA shall issue a RMA (Returned Merchandise Authorization) number to the Purchaser that shall accompany all goods returned. Delivery terms are FOB ERZIA headquarters unless otherwise specified by ERZIA.

Packaging, shipment, insurance, V.A.T or other additional costs involved in the return process shall be carried out by the Purchaser.



11. CANCELLATION

In the event of an order is cancelled, written notification shall be provided and subject to ERZIA approval.

Purchaser shall cover the costs, direct or indirect, associated to the goods preparation such as design, acquisition of materials or manufacturing process performed by ERZIA until the time of cancellation.

12. FORCE MAJEURE

ERZIA shall not be liable to the Purchaser for any delay, loss or damage to the goods supplied due to acts outside ERZIA reasonable control such as wars, riots, civil commotions, embargo, strikes, thefts, fire, weather events, confiscation, shortage of labor or materials, prohibition of export or any unforeseen event.

13. INTELLECTUAL PROPERTY

ERZIA retains all intellectual property to all the designs and engineering details relating to the goods supplied. The purchaser acknowledges that the acquisition of a good supplied by ERZIA does not transfer any patent, registered design or other intellectual property right in the goods.

14. GOVERNING LAW

The Terms and Conditions described in this document and any contract between ERZIA and the Purchaser shall be operated as a contract made in Spain shall be governed by the laws of Spain.

15. EXPORT

ERZIA follows Spanish and European Union (UE) export regulations and any export control or licenses applicable to the goods acquired by the Purchaser shall be processed following such normative.

Purchaser shall not authorize its employees, distributors, agents, customers or freight forwarders to export or re-export any of the goods supplied from ERZIA to any foreign person without complying with applicable export regulation of Purchaser's country.

