



energía inteligente

# General Conditions of sale



energía inteligente

## **GENERAL CONDITIONS OF SALE**

### **1. Generalities.**

**1.1** The sales of our products will be governed by these General Conditions of Sale, except in everything that is expressly agreed in a different way in the corresponding offer or in the acceptance of the order and that constitutes the particular conditions of the same. Therefore, they have no value, for all purposes, any other conditions that have not been expressly accepted by ORBIS TECNOLOGIA ELECTRICA SA (hereinafter The Seller).

**1.2** The present General Conditions shall be deemed to have been communicated to the Buyer from the moment the Buyer is notified of the website on which they are located or receives an offer from the Seller accompanied by these Conditions. Alternatively, they will be deemed to be communicated if the Buyer previously received them in the course of its business relationship with the Seller; being considered in all these cases accepted by the Buyer, for all purposes, when placing his order.

### **2. Intellectual and industrial property.**

The intellectual or industrial property of the offer, in all its terms, and the information attached to it, as well as that of the products being sold and that of the elements, plans, drawings, "software", etc., incorporated or related to them, belongs to the Seller, so it is expressly forbidden to use it by the Buyer for purposes other than the completion of the order, as well as its total or partial copy or assignment of use in favor of third parties without the prior written consent of the Seller.

The Seller may provide the Buyer's name as part of its business references.

### **3. Formalisation of orders and scope of the sale.**

**3.1** The scope of the sale shall be clearly specified in the Buyer's order. In order for it to be considered effective, the order must receive express acceptance from the Seller. Orders placed online will be governed by the conditions indicated in the system created for this purpose.

**3.2** The sale includes only the products that are the subject of the order, except in cases where, in the Buyer's order that has been accepted by the Seller, any additional documentation, information, support or service is explicitly included.

**3.3** Weights, dimensions, capacities, technical specifications, and configurations relating to the Seller's products included in catalogues, brochures, leaflets, and technical literature are indicative and non-binding, with the exception of cases where the Seller accepts a closed specification of the Buyer, which must be part of the order documents.



energía inteligente

**3.4** Modifications or variations in the scope, deadlines or other terms of an order that may be proposed by one of the Parties must be notified to the other party, always in writing, and, in order to be valid, they must be accepted by that party. They shall also be considered as modifications or variations caused by changes in the applicable legislation, regulations and regulations that occur after the date of submission of the relevant tender; if such modifications or variations would impose additional or more onerous obligations on the Seller, the Seller shall be entitled to an equitable adjustment of the contractual terms that fully reflects the consequences of the new or amended Spanish law or regulation.

#### **4. Price.**

**4.1** Sales prices are net excluding tax, duty or fee, which will then be passed on to the invoice at the corresponding rates. Unless there is a contrary provision in the order, or an agreement between Buyer and Seller derived from their business relationship, prices include packaging but do not include transportation, cargo, or insurance. These prices are only valid for the order of all the products specified in the offer. Purchase quantity discounts will not be cumulative to multiple orders.

**4.2** In the case of offers prior to the order, the prices offered will have the temporary validity indicated in each case and in this period will be considered as fixed for the terms of payment and quantities specified in the offer.

**4.3** Once the order has been accepted by the Seller, prices will be considered fixed and not subject to revision. However, a price revision shall apply where:

a) It has been agreed between the Buyer and the Seller.

B) The order has been modified at the request of the buyer, and, in general, any variation or modification pursuant to the provisions of these conditions.

C) Prices have been quoted in a currency other than EURO to the extent that it has experienced a change in parity with respect to the EURO since the date of the order up to the contractual billing dates of each milestone.

#### **5. Payment terms.**

**5.1** The Seller's offer or, if there is no such offer, the Buyer's order accepted by the Seller, shall include the terms of payment. Previously specified payment terms may also be used in the framework of a continuous business relationship agreement between Buyer and Seller. These payment conditions must comply with the provisions of Spanish law 15/2010, of 5 July, amending Spanish law 3/2004, of 29 December, establishing measures to combat late payment in commercial transactions, without in any case exceeding the maximum periods established therein.

**5.2** In the absence of another agreement, the payment period will be that stipulated by Spanish law 15/2010, of 5 July, amending Spanish law 3/2004, of 29 December 2010

**5.3** Payment shall be made under the agreed terms, in the Seller's bank account or by another agreed procedure. Payment will be made without any deduction such as unagreed withholdings, discounts, expenses, taxes or fees, or any other deduction.



energía inteligente

**5.4** If, for reasons beyond the control of the Seller, the delivery, assembly or commissioning or receipt of the products is delayed, the contractual payment terms and terms reflected in the sales invoice shall be maintained.

**5.5** In case of delay in payments by the Buyer, and unless expressly agreed, the Buyer will have to pay to the Seller, without any request and from the date of payment, the interest for late payment, which will be calculated in accordance with the provisions of Article 7 of Spanish law 3/2004 of 29 December. The payment of these interest will not relieve the Buyer of the obligation to make the remaining payments under the agreed terms.

**5.6** In the event that the Buyer incurs delays in the agreed payments, the Seller may suspend provisionally or definitively, at its option, the shipment of the products, without prejudice to requiring the Buyer to make the late payments and to claim, where appropriate, additional compensation for this suspension.

**5.7** The lodging of a claim by the Buyer does not entitle the Buyer to suspension or deduction in the payments committed.

**5.8** The products ordered will be supplied under the reservation of domain in favour of the Seller, until full compliance with the payment obligations of the Buyer, the latter being obliged to cooperate and take whatever measures are necessary or appropriate and those proposed by the Seller to safeguard its ownership of such equipment and materials.

## **6. Delivery time and conditions.**

**6.1** The delivery period is understood for the products delivered in the form and conditions indicated in the acceptance of the order, the Buyer must have previously made the payments provided for in his case.

**6.2** The delivery time will be modified when:

- a) The Buyer does not deliver in time the documentation that is necessary for the delivery of the products.
- B) The Buyer requires modifications to the order, that are accepted by the Seller and that, in the Seller's opinion, require an extension of the delivery period.
- C) For the delivery of the products it is essential the execution of work by the Buyer or its subcontractors and these have not been executed on time.
- D) The Buyer has breached any of the contractual obligations of the order, in particular that relating to payments.
- e) For reasons not directly attributable to the Seller there are delays in the production or disposal of all or some of the elements of the product. Illustratively, but not limiting, the following causes of delay are included: strikes by suppliers, transport and services, failures in the supplies of third parties, failures in transport systems, floods, storms, riots, strikes, stoppages of the Seller's personnel or its subcontractors, sabotage, accidental stops in the Seller's workshops due to breakdowns, etc. and the causes of force majeure provided for in current legislation.

**6.3** In the event of a delay in the delivery of the products ordered directly and only attributable to the Seller, the Buyer will apply the penalty previously agreed with the Seller, if this exists, this penalty being the only possible compensation action due to delay.



energía inteligente

## **7. Return of materials. Complaints.**

**7.1** In no case shall the Seller accept returns without prior agreement with the Buyer and prior to the signature and delivery of the authorisation document for returns of THE SELLER (FORM085)

In any case, the Buyer's claims to the Seller must be made in writing and in a reliable manner.

**7.2.** The Seller will not accept returns of materials that have been unsealed from their original packaging, used, mounted on other equipment or facilities, or subject to disassembly outside the Seller

**7.3** The Seller, unless expressly agreed against, shall not accept returns of products designed or manufactured specifically for the order.

## **8. Guarantees.**

**8.1** Unless expressly stated otherwise included in the offer or acceptance of the order, the Seller warrants the products it has supplied in respect of defects in materials, manufacture or assembly for a period of **3 YEARS** from the date of manufacture of the materials

**8.2** The warranty set out in section 8.1 consists of the repair or replacement (at the Seller's choice) of the elements that have been recognised as defective, either due to defects in the material or due to manufacturing or assembly defects. Repairs are understood to be carried out in the Seller's workshops.

**8.3** The repair or replacement of a defective item does not change the starting date of the warranty period of the whole order, which will be indicated in section 8.1. However, the repaired or replaced element will have 1 year warranty from its repair or replacement.

**8.4** Under no circumstances will the Seller take charge of repairs carried out by personnel outside his organisation.

**8.5** The warranty does not apply in the event of deterioration that is not directly attributable to the normal operation of the product, such as failures resulting from impacts, handling errors, interventions or attempts by the customer to intervene in the material for maintenance, repair or adjustment operations or any other modification made by the customer. In addition, damages and defects caused by improper maintenance or maintenance, improper or negligent storage or use, misuse, use of improper liquids and gases as well as inadequate flow or pressure, defective assemblies, variations in the quality of the electrical supply (voltage, frequency, disturbances,...), modifications made without Seller's approval, installations made or subsequently modified without following the technical instructions of the product and, in general, any cause not attributable to the Seller are excluded from the warranty.



energía inteligente

**9. Limitation of liability.**

**9.1** The liability of the Seller, its agents, employees, subcontractors and suppliers for claims arising from the performance or breach of its contractual obligations shall not exceed overall the basic contractual price and shall not in any case include losses arising from loss of profit, loss of revenue, production or use, capital costs, inactivity costs, delays and claims of Buyer's customers, replacement energy costs, expected loss of savings, increased operating costs or any special, indirect or consequential damages or losses of any kind. The limitation of liability contained in this clause shall prevail over any other contractual document contained in any other contractual document that is contradictory or inconsistent with it, unless such provision further restricts the Seller's liability.

**10. Export limitation.**

**10.1** The buyer acknowledges that the products sold by the Seller may be subject to local or international provisions and regulations relating to export control and that, without the authorisations to export or re-export from the competent authorities, the products sold or used for any purpose other than agreed upon may not be sold, leased, ceded, transferred, etc. The buyer is responsible for complying with such provisions and regulations. The products sold may not be used directly or indirectly in connection with the design, production, use or storage of chemical, biological or nuclear weapons or for their transport systems or for military applications.

**11. Applicable Spanish law. Submission to Jurisdiction and Competition.**

These Terms shall be governed by, and interpreted in accordance with, the Spanish Spanish laws.

The parties expressly waive any other jurisdiction that may correspond to them and submit to the jurisdiction and jurisdiction of the Courts and Tribunals of Madrid Capital in Spain.



energía inteligente

ORBIS TECNOLOGÍA ELÉCTRICA, S.A.

c/ Lérida, 61

28020 MADRID. Spain

Tel.:+ 34 91 567 22 77

[www.orbis.es](http://www.orbis.es) [info@orbis.es](mailto:info@orbis.es)