



ARTRONIK COMPONENTS SL
Avenida de San Marcos 31B
15820 Santiago de Compostela
Spain

VAT: ESB72398084

Sales@ar-tronik.com - [Visit AR-Tronik.com](http://Visit-AR-Tronik.com)

GENERAL CONDITIONS OF INTERNATIONAL SALE

1. Application of the General Conditions

1.1 These General Conditions of Sale shall apply to any purchase order between the Seller and Buyer and shall prevail over the General Conditions of Purchase of the Buyer, even if there is no objection to the use of these conditions.

1.2 Any modification or change in these General Conditions of Sale will be valid and enforceable between the parties, only, if it is accepted in writing and signed by a representative duly authorized by the Seller.

2. Conclusion of the contract

The contract of sale is concluded with the written confirmation of the order, according to article 1258 of the Spanish Civil Code.

3. Description of the products

3.1 The description of the products and the specifications thereof will be included in the seller's offer.

3.2 Any other description or specification published by the Seller in relation to the Products shall not form part of any Purchase Order.

3. Purchase Orders

3.1 Any Purchase Order shall be deemed an irrevocable proposal to purchase by the Buyer for a period of 10 (ten) working days, and shall be valid upon acceptance by the Seller; such acceptance shall be deemed denied if within the aforementioned period, it has not been approved by the Seller and the Seller has not complied with the Purchase Order, even partially.

3.2 Any modification or extension to the Purchase Orders shall be made in writing, according to the Seller's formats and shall be sent by e-mail or by any other means (e.g. by courier or fax).

4. Delivery

4.1 The products will be delivered EXW Incoterms 2020 ICC in the warehouse or at the place of production and therefore the risks of loss of the products will be transferred to the Buyer from the moment of delivery at the Seller's address.

4.2 Shipping costs and delivery times as set out in the Purchase Order shall be considered indicative and therefore not binding or binding on the Seller. The seller will not be responsible for delays or non-delivery of the products due to force majeure and / or events beyond its control such as strikes, lockouts or lockdowns caused by pandemics. In the event that the date or deadline for delivery of the products is not indicated, they will be delivered within a reasonable time up to a maximum of three weeks excluding any claim for damages. After the expiry of this maximum period of three weeks, both the buyer and the seller are entitled to withdraw from the contract, unless goods manufactured especially for the buyer are delivered.

4.3 In the event that the Buyer becomes aware in advance of the impossibility of receiving the products, he must inform the Seller of the reason for this impossibility, establishing a reasonable period within which he is available to receive the products.

4.4 If the impossibility of delivery of the products is the responsibility of the Buyer, the risks related to the products will be transferred to the Buyer from the moment the Seller has notified the Buyer that the products are ready to be delivered.

4.5 The Seller is entitled to make partial deliveries, unless this is not reasonable for the buyer.

4.6 In the event of exhaustion of products that are part of an order placed by the buyer, parts that are sold out at short notice before delivery, will be automatically recorded as pending orders and will be delivered as soon as possible. Otherwise, the invoice will be cancelled and a note will be sent to the buyer who must request it again after a certain period of time.

5. Packaging

5.1 The products must be properly packed by the Seller, taking into account the delivery conditions and the transport used.

5.2 Unless otherwise agreed by the Parties, the products are delivered in boxes, with the labels and marks of the Seller.

5.3 All costs of any special packaging requested by the Buyer shall be borne by the Buyer himself.

6. Billing and Payments

6.1 Invoices shall be issued by the Seller in accordance with the Purchase Orders.

6.2 Unless otherwise agreed by the Parties and for customers with whom the Seller has continuous and close business relations, payments must be made by the Buyer within 30 (thirty) working days from the issuance of the invoice, at the end of each month. If Buyer fails to pay the price in due time, it shall pay Seller an annual interest rate of 6% above the applicable basic default interest rate on the amounts due and Seller reserves the right to claim other damages caused by delay. Unless otherwise agreed by the Parties, for new customers or in the case of a single order the buyer must make payment in advance before delivery of the products.

6.3 It is possible to grant a discount for prompt payment of the purchase price when the customer has no outstanding invoice amounts already issued. The discount can be made only on the value of the goods without taking into account the value of freight or transport costs. Discount costs, invoice charges and costs shall be borne by the customer.

6.4 The means of payment accepted by the Seller is in cash or by means of bills of exchange and checks on account.

7. Prices

7.1 The prices of the products will be those included in the Seller's price lists in force on the date of delivery, unless otherwise agreed between the Parties and indicated in the Purchase Order. Prices are subject to change until order confirmation.

7.2 Product prices are quoted in euros.

7.3 Any increase in the price of the products due to a modification of duties, fees or other duties, subsequent to the Purchase Order, will be agreed in writing between the Parties.

8. Retention of ownership and prohibition of disposal (In case of deferred payment of the price)

8.1 The agreed sale is conditional on the full payment of the price stipulated within the deadlines, and will not be perfected until said price has been paid in full. The goods sold will remain the property of the Seller, who reserves its ownership until the price has been fully paid by the buyer, leaving the object as a deposit in the buyer's possession until the completion and payment of the last installment. The buyer shall assume responsibility for all expenses arising from its possession and use. The loss, disappearance or total or partial destruction of such goods shall not relieve the buyer of the obligation to pay the agreed price within the prescribed periods.

8.2 The buyer undertakes to keep the aforementioned goods with the diligence of a good father of the family and not to sell or dispose of them until he has fulfilled all the obligations arising from this contract.

8.3 Seizure on the goods: The buyer, in the event that the goods object of this contract are seized while in his possession, will expressly state in the seizure proceeding that said goods have a reservation of title in favor of the seller, and in the event that despite this they were seized, he will immediately notify the latter so that he can exercise as many actions as correspond to him in defense of his rights, at the buyer's expense, including attorney's and solicitor's fees in court.

8.4 If the buyer does not comply with the provisions of the previous agreement, the seller may choose between demanding immediate payment of all outstanding installments or terminating this contract. In the latter case, it will proceed to withdraw the goods sold and recover them, without obligation to return any of the amounts it had received up to that moment, which will be considered as compensation for damages.

8.5 Failure to pay: In case of non-payment of two Bills of Exchange, consecutive or alternate, the contract will be without any effect, the seller recovering the goods and leaving in his possession what was received until that moment, as damages, if the amounts paid are less than 50% of what was agreed as the sale price. In the event that the seller has received a higher sum, the excess of more than 50% in favor of the buyer will be delivered to the buyer at the time he returns the goods.

8.6 If the goods subject to retention of title are transformed by the customer into new movable property, the transformation will be carried out for the seller without the latter being obliged to do so. The new item becomes the property of the seller. In the case of processing together with goods that do not belong to the seller, the seller acquires co-ownership of the new article in proportion to the value of the goods with retention of title.

8.7 The customer is obliged to insure the goods subject to retention of title for an adequate amount against fire, water and other risks at his expense and to keep them insured. At the customer's request, the latter shall provide the seller with proof of the insurance policy taken out and of the payments of the premiums in progress, which occur in the event of damage, destruction or other loss of the goods, in particular insurance claims. The customer hereby assigns all claims to the seller.

9. Guarantees

9.1 The Seller guarantees its products for a period of 12 months from the date of delivery.

9.2 The warranty shall not apply if the defect occurred as a result of the Buyer's failure to comply with the handling instructions for the products provided by the Seller.

9.3 The Buyer must check whether the goods delivered by the Seller are suitable for their intended use by third parties or by the Buyer himself, in particular in relation to other electronic components and systems.

9.4 Small deviations technically unavoidable in terms of quality, colour, width and weight, as well as minor modifications to the item purchased in the course of a technical innovation, are excluded from the warranty.

10. Claims

10.1 The Buyer shall check the products immediately upon delivery and verify their suitability and quality.

10.2 Possible defects in the products shall be communicated in writing by the Seller to the Buyer within 8 (eight) working days from the date of delivery, and once this period has elapsed, no claim will be accepted. However, in case of serious hidden defect, claims must be made in writing within 30 (thirty) working days from the discovery of the defect, on the understanding that the provisions of Article 9 mentioned above will not be affected.

10.3 The above-mentioned Communication shall include a detailed description of the defects.

10.4 The Seller undertakes to carry out the necessary checks to assess the consistency of the claim. In case the claim is considered acceptable, the Seller undertakes to do everything it deems necessary or to settle the claim.

10.5 In the event that the Buyer has communicated the defects within the prescribed deadlines, but it is proven by the Seller that the claims submitted are not justified, the Seller shall be entitled to receive compensation for the expenses incurred as a result of the unjustified claim of defects.

10.6 In the event of justified complaints, the Seller shall remedy the defects by repairing the goods or supplying a new one free of charge. In this case, the shipping costs will be borne by the seller and the return made by the seller has to be properly packed. Failure to deliver the

repaired product or the replaced product entitles the buyer to a reduction in price or termination of the purchase contract. Other claims for damages are excluded, unless the seller has acted with intent or gross negligence.

10.7 A repair does not suspend or interrupt the obligations of the original warranty.

10.8 The buyer may only withhold payment due to a defect to a reasonable extent and proportionate to the purchase price, to the extent that there is an obvious defect beyond doubt. In case of insignificant defects, the buyer shall not be entitled to a price reduction. The Seller shall not be liable for the costs arising from the removal of the defective item and the installation of an item without defects.

11. Right of withdrawal of final consumers

If the customer is a consumer, he can revoke his order placed with the seller. The revocation must be declared in writing or by returning the goods within two weeks. The date of shipment within the aforementioned period to the seller's address is sufficient to meet the deadline. For orders of up to 40.00 euros, the customer will bear the ordinary costs of the return. The withdrawal period will only begin after the consumer has been informed and instructed about his right of withdrawal, but not before the day on which the customer receives the goods.

12. Applicable Law and Dispute Resolution

1 2.1 These General Conditions of Sale, as well as the Purchase Orders related to them, shall be governed by and construed for all purposes in accordance with Spanish legislation and more specifically in accordance with the Spanish Civil Code and Commercial Code.

1 2.2 Any legal claim, action or proceeding arising out of or relating to the interpretation, execution or performance of these General Conditions of Sale shall be submitted by the Parties to the exclusive jurisdiction of the Courts of Santiago de Compostela, Spain, to the exclusion of any other jurisdiction.

13. Data processing

13.1 The customer agrees that his data will be collected, processed and used by the seller within the framework specified by the purpose of the purchase contract. The Seller shall respect the relevant data protection regulations.

No personal data of customers will be passed on to third parties. Service partners who require the transmission of data for order processing are excluded. However, they only receive the minimum necessary from the data transmitted.

13.2 The customer has the right to revoke his consent at any time with effect for the future.