

GENERAL TERMS AND CONDITIONS OF SALE

I. GENERAL TERMS AND CONDITIONS. - In all sales and supplies of equipment and services agreed with TELCOM, S.A.U., the present general conditions shall be of obligatory application for both parties, unless otherwise stipulated. The buyer accepts the application of the present general conditions when placing an order and accepting the particular conditions of his offer.

Quotations, price indications, commercial or technical details, deadlines, etc., shall be included in the offer made by TELCOM, S.A.U., which shall be valid exclusively from the date of the offer until its validity period and shall not bind TELCOM, S.A.U. until the corresponding order is accepted or confirmed.

All costs and taxes incurred in the formalization of the order or contract shall be borne by the purchaser (hereinafter Customer).

The use of some equipment may require the prior authorization of the competent Administration, being the Customer the only responsible for the observance of the legal and administrative regulations.

II. TERMS OF PAYMENT. - As long as commercial credit is not available, for an order to be accepted by TELCOM, S.A.U., the Customer will have to pay 50% of its value as an advance payment. The rest of the amount will be paid in advance before the goods are delivered.

If sufficient commercial credit is available, the default method of payment will be direct debit receipt 30 days invoice date. Other methods of payment may be negotiated, in accordance with current legislation.

The delivery by the Client of means of payment such as promissory notes, checks, confirming, written authorizations to charge current accounts, etc., unless the amount is duly guaranteed by a financial institution, shall not constitute payment in cash, but a commitment to pay.

Delays in obtaining legalization permits, the lack of data necessary for the configuration of the network, or any incident in the normal operation of the terminals caused by external causes, such as shadow zones, interferences, intermodulation, etc., shall not constitute a cause for delay in payment.

In the event of late payment, the amounts due shall bear interest at the rate applicable to commercial transactions. TELCOM, S.A.U. reserves the ownership of all equipment and materials supplied by it until full payment has been received.

III. ORDERS - In order to be valid and processed, orders must always be placed in writing (letter, e-mail, electronic contracting...) with indication of reference number.

Unless otherwise indicated, we understand that partial deliveries and their corresponding invoicing are admitted. Partial deliveries will always necessarily entail the issuance of partial invoices and, consequently, the start of the computation of time for the due date of the latter invoices and their payment by the Customer.

Any modification of an order already accepted by TELCOM, S.A.U., shall require the latter's agreement, and TELCOM, S.A.U. may at that time understand that a new order has been placed or reject the modifications, maintaining the original order or cancelling the order.

In the event of cancellation of an order, the costs incurred (programming, licenses, installation of boards, etc.) will be invoiced. In addition, the cost of returning the equipment purchased exclusively for this order will be charged to the manufacturer.

Even if commercial credit is available, in the case of orders for specific equipment or non-standard sales, a 20% down payment will be requested; in the event of early cancellation of the order, the amount advanced will not be reimbursed.

IV. PRICES - The current price list includes retail prices, unless expressly indicated, the commercial discount being the one previously agreed with the Customer.

Taxes, charges, fees and taxes applicable according to the Law shall be added to the prices.

V. DELIVERIES - Deliveries shall be made in accordance with the Client's indications in the order regarding quality, quantity and conditions of the materials.

The goods will be shipped according to the Incoterms agreed with the Customer for each order.

TELCOM, S.A.U. will ship to the Canary Islands, Ceuta and Melilla, with the transport agency it determines, not being allowed to ship by other agencies not approved in advance.

The placing of the goods at the disposal of the carrier shall serve as full proof that the seller has fulfilled his obligation to deliver.

Any shipment of material to TELCOM, S.A.U. will be made carriage paid, reserving the right to return those shipments that do not comply with this condition.

VI. WARRANTY - TELCOM, S.A.U. guarantees its supplies, in accordance with the regulations in force and as specified by the manufacturer of the product, against all anomalies and irregularities of the material that prevent its normal use due to the quality of the material used or construction faults.

Excluded from the warranty are those materials deteriorated as a result of natural wear and tear, manipulation or attempted repair, negligent handling, acts of God, overloading, immersion in liquids, exposure to chemical agents or extreme temperatures, etc.

VII. DELIVERY TIME OF THE GOODS. - The term for delivery is indicative. It will be counted from the moment TELCOM, S.A.U. acknowledges receipt of the order corresponding. The deadlines shall be considered extended for justified causes or force majeure, including, among others, declaration of war, revolution, mobilization, strike, even partial, closure, interruption of service in the warehouses, workshops or factories of the manufacturers or their suppliers of raw materials, caused by fire, flood, machine breakdown, strike, epidemic, interruption of communication routes, foundry faults, failure of important parts, difficulties in the acquisition or transport of raw materials and, in general, for reasons beyond the control and foresight of the manufacturer.

VIII. RETURN OF MATERIAL. - No returns will be accepted 15 calendar days after receipt of the material, unless there is a justified and duly accredited cause.

Before sending the returned material to TELCOM, S.A.U., the Customer must contact the Sales Department to authorize, if necessary, the return. Returns that are not identified will not be accepted.

Returns of material in poor condition or incomplete or that do not come with their original packaging in perfect condition will not be accepted.

The return of specific or non-standard equipment (software or equipment) that has been purchased at the express request of the Customer will incur a charge, the amount of which will depend on the manufacturer of the equipment. In case of return of equipment that has been subject to any intervention by TELCOM, S.A.U., the amount charged for these concepts will not be paid.

All returns must be made carriage paid, unless the reason for the return is an error or defect attributable to TELCOM, S.A.U., in which case they will be sent carriage paid by the transport agency that will be indicated prior to shipment.

IX. EXEMPTION FROM LIABILITY. - The maximum liability that, in any case, TELCOM, S.A.U. assumes as a result of the commercial operations shall never exceed the price paid by the Customer when purchasing the goods or services.

In no event shall TELCOM, S.A.U. be liable for any indirect damages, including, but not limited to, loss of data, loss of profits or expenses not initially foreseen by the Customer, or for any claims that may be made against it by third parties.

TELCOM, S.A.U. shall not be liable for the failures that the operation of the goods or services supplied may cause in any other technical equipment/elements other than those supplied by TELCOM, S.A.U.

The Customer may not, under any circumstances, pass on to TELCOM, S.A.U. any costs that may be incurred as a result of the integration of the equipment into a more complex environment.

X. DATA PROTECTION AND CONFIDENTIALITY. - In accordance with the provisions of the RGPD and LOPDGDD, it is reported that any personal data provided will be processed and incorporated into a file owned by TELCOM, S.A.U. to manage the business relationship and comply with the obligations arising from it. You may request more information and exercise your rights by sending an email to webmaster@telcomsa.es. TELCOM, S.A.U. undertakes to keep the utmost confidentiality, ensure the appropriate level of security, as well as to safeguard and prevent access to the processing of personal data by third parties outside this relationship.

Likewise, and unless expressly authorized to the contrary, the content and existence of this contract, the negotiations, the agreed terms and the sensitive information that may have been obtained, shall be kept confidential, and the parties undertake not to disclose it.

XI.LEGISLATION AND COMPETENCE. - This contract is of a commercial nature and shall be governed and interpreted in accordance with Spanish law, and the parties expressly waive any other jurisdiction and submit to the jurisdiction of the courts of Madrid for the resolution of any dispute that may arise.