

SALES TERMS AND CONDITIONS



I. General - Additional verbal agreements - Offers

Our deliveries and services are governed exclusively by these general conditions. We do not recognize or accept the buyer's general conditions, unless we have agreed in writing to their application. The above shall also apply if we provide the service without reservation in the knowledge that conditions exist that contradict our general terms and conditions.

Our conditions of sale shall only apply to entrepreneurs and professionals who contract with us within the framework of their business or professional activity, in accordance with the provisions of the Law on General Terms and Conditions of Business.

Our sales staff is not authorized to make additional verbal agreements.

Unless expressly agreed otherwise, our offers of services and prices are non-binding. Orders shall be deemed to have been accepted only if we have sent a written order confirmation or if we have provided the service or invoice.

Pictures, drawings, calculations or other documents related to the product, application or project containing know-how or valuable and important information will continue to be under our domain and subject, if applicable, to our copyright, even if we assign those to you. Their reproduction or transfer to third parties is expressly prohibited, unless we have given our express written permission.

II. Delivery - Delivery period - Extension of delivery periods - Partial services

1. Unless otherwise agreed, the indications of delivery times by us are only indicative.

The delivery period only begins when all details are agreed and both contracting parties are in agreement about all conditions of the transaction. Requirements for the compliance with the delivery time are:

-That all documentation that you must submit has been delivered to us on time;

-That all the permissions and authorizations that you have had to obtain, have been obtained on time;

-That you meet your payment commitments on time and in full.

Unless expressly agreed otherwise, the delivery time shall be deemed to have been complied with when the shipment ready for service has left the factory within the agreed delivery time.

4. The period of service will be extended in a reasonable and prudent way in case of

-Force majeure or fortuitous event, that is, as a result of an unforeseeable event over which we have no control and which is in no way attributable to our responsibility, for example: due to fire, flood, storm, explosion or other natural disaster, manufacturing / production incident, labor dispute, strike, lockout, act of terrorism, etc. Nor can we be held liable when force majeure or fortuitous events affect our suppliers

-that the necessary authorizations to be collected by you or necessary documents from third parties are not available to us in time;

-that you make changes to the initial order, or that you do not include all the necessary data in time when placing your order.

5. Insofar as this is acceptable to you and feasible for us, we shall be entitled to make partial deliveries, which we may invoice separately in such cases.

If delivery is delayed at your request or due to circumstances for which you are responsible, we are entitled to invoice you, as from the moment of notification of readiness for delivery, for the costs incurred for storage, in the amount of at least 0.5% of the total order amount for each week of delay and up to a maximum of 5% of the total invoice amount. Periods of less than one week shall be invoiced pro rata to the days actually spent in the warehouse at the price stipulated herein. You and we shall be entitled to check whether storage costs have been incurred that are higher or lower than those stipulated herein. This shall apply irrespective of any action that may be taken to terminate the contract or to claim damages for non-performance in each case.

III. Force majeure - cancellation

If an event of force majeure prevents us from performing within a reasonable and prudent period of time, both parties may terminate the contract in whole or in part. The same shall apply in the event of subsequent impossibility of performance due to unforeseen events for which we are not responsible. In such cases, termination of the contract shall not give rise to any right to claim damages between the parties. If a party intends to terminate the contract on the grounds of

We shall be released from our obligation to perform and shall be exempt from any liability if we do not receive the correct contracted goods in time for the performance of the contract.

IV. Reservation of ownership

1. Until all your obligations resulting from the business relationship with us have been fulfilled in full, the goods supplied by us will remain our property, even if the price of certain consignments of goods indicated by you has already been paid. If the validity of this reservation of title is conditioned in your country by certain premises or formal requirements, you are obliged to inform us of such circumstances and to guarantee the fulfillment of these at your own expense.

2. Any incorporation, mixing or processing of the supplied goods shall always be carried out at our expense as manufacturer, without any obligation on our part. As soon as the (co-)ownership of the goods ceases to exist due to incorporation, mixing or processing, the rights of (co-)ownership of the new thing in relation to the invoiced value of the incorporated, mixed or processed goods shall be transferred to us. You shall keep our (co-)ownership free of charge for us.

Resale in the usual commercial traffic is allowed to the reseller until further order. We may revoke this right if you stop or delay payments or if there are reasonable grounds to believe that your financial situation has deteriorated since the contract was signed, or if other events occur after the contract was signed which are of such a nature that you reasonably fear that your obligations will be fulfilled. In respect of goods in which we have a right of co-ownership, you must assign to us your claims arising from the resale or from any other legal cause for the invoice amount corresponding to our delivery. Upon our request, you shall be obliged to provide us with the relevant documentation to prove the assignment of the claim. In the ordinary course of business, you are revocably empowered to collect the assigned receivables in your own name. In the normal course of business, the direct debit can be revoked on the same grounds as the right of resale.

The buyer may not encumber or pledge the goods, and must immediately notify us of any attachment by a third party, or any action that may disrupt possession.

We may accept an offer from the buyer to provide sufficient security for payment, provided that the value of the security is at least 20% higher than the value of our outstanding credit claim.

V. Terms of delivery - Transfer of risks - Incoterms - Transport insurance

Unless otherwise expressly agreed, deliveries shall be made EXW (Incoterms 2020) to the place set out in our offer or acceptance of order.

The transfer of risk shall occur when the goods are made available to the customer in accordance with the Incoterm 2000 applicable in accordance with the provisions of point V.1. If the shipment is delayed for reasons attributable to you, you must assume the risk of the goods as soon as we inform you of the readiness to ship.

If internationally accepted shipping and risk of loss clauses are used in the contract, they must be interpreted according to international rules for the interpretation of usual contractual terms (Incoterms, 2000).

VI. Claims for defective goods. Requirements of the claim

Unless otherwise agreed, the specific characteristics of the products and their use and usage are those described in the current technical sheets of each product or in the instructions for use of each product.

2. In case of delivery of defective goods, we will have the right to choose between replacing them with a new one in perfect condition, or to correct the defects, provided that no damage is caused to you.

3. Complaints about incomplete or incorrect deliveries / services must be notified to us in writing without delay as soon as they are discovered. In any case, at the latest within one week of delivery for obvious defects and within fifteen days for non-manifest defects. Failure to comply with the above shall preclude claims for rights based on defects.

4. In no case will you be exempted from your obligation to check the goods and report defects in time and form.

5. Claims for defects in wear-resistant products (inductive sensors, industrial RFID systems, magnetic field sensors, capacitive sensors and inductive magnetic displacement sensors) shall become statute-barred within 24 months of the transfer of risk. Claims for defects in wear-resistant products (optoelectronic sensors, "Micropulse" displacement transducers, mechanical sensors, remote sensors (Inductive Coupler) bus systems, magnetic tape length measurement systems and accessories) shall lapse within 12 months from the transfer of risk, provided that such periods are not less than those established by current legislation.

Whenever a certain number of actions or maneuvering cycles have been agreed upon for a product, this agreement shall be in force until the prescription periods established in the preceding paragraph have elapsed. If the agreed number of actions or cycles of manoeuvres for a product is reached before the limitation period set in paragraph VI. 5, all rights arising from that agreement shall be extinguished from that moment. Furthermore, the agreement on a certain number of actions or cycles of operation will only be effective if the product is used in accordance with the environmental conditions described in its technical data sheet or instruction manual.

7. Claims for defects are excluded in the following cases:

-inspection and claim of the defect out of the terms established in paragraphs VI. 3, VI.4 and VI.5;

-ulterior and unauthorized modification of the object of the shipment, unless it can be proved that the defect was not caused by those modifications;

-defects that have occurred due to natural wear and tear, improper use or improper storage

8. You can only claim compensation for damages based on the provisions of paragraph VIII of these general conditions.

VII. Industrial property law and copyright -Legal defects

Unless expressly agreed otherwise, we are obliged to perform the contractual service free from claims of industrial property rights and copyrights by third parties (hereinafter referred to as "property rights") in the country of performance of the contract. If a third party makes a justified claim to you for infringement of its property rights as a result of contractual services provided by us, we shall be liable to you within the time limit set in paragraph VI.5 as follows.

2. Either by obtaining at our expense a right of exploitation for the services in question, or by modifying them in such a way that the property rights of third parties are not infringed, or by replacing one's own services with others. If none of the three options is possible under acceptable conditions, you may exercise your right to withdraw from the contract or reduce the price. If applicable, our obligation to pay damages shall be governed by the provisions of paragraph VIII.

3. The above obligations only apply if you have informed us in writing without delay of such a claim by a third party, if no infringement is attributable to you and if we are able to use all possible means of defence and are even able to negotiate a settlement.

4. Your claims are excluded as soon as you are solely responsible for the violation of the property right.

5. Your claims are also excluded as soon as we have violated the right of ownership as a result of your specific instructions, or because of an unforeseeable event, or finally because you have modified the service in an unauthorized manner.

6. Any other claim for legal defects relating to defects other than those specified in paragraph or condition No. VII is excluded.

7. As soon as a result regarding the property right occurs in the context of the contractual obligations, we are exclusively entitled to all rights of that result, unless you have contributed in a relevant way to the achievement of that result. In the case of a joint achievement of a result, at least we are entitled to an indefinite and non-exclusive right of exploitation, free of charge and with no limitations as to place, time and content.

VIII. Warranties

1. We are liable for compensation for defects in delivery or performance or for the violation of contractual or non-contractual obligations, or actions in tort or quasi-tort, where these were caused intentionally or by gross negligence. This limitation does not apply to liability for damage or injury to life, limb or health of persons, or for the assumption of a guarantee or risk of supply, the violation of essential contractual obligations, as well as in the cases set forth in Law 22/1994 on Product Liability. Compensation for breach of essential contractual obligations shall be limited to compensation for damage that we should have foreseen at the time of the conclusion of the contract, based on circumstances that we could reasonably have foreseen (typical contractual damage), unless we are guilty of intent or gross negligence or we are liable for damage or injury to life, limb or health or for the assumption of a guarantee or risk of delivery.

3. Typical contractual damages according to No. VIII.2 are as follows

a) per claim: damages with a maximum amount of the purchase price of the contract in question.

b) per year: damages for a maximum amount of the annual turnover for which you have purchased our products during the previous year. And during the first year of the contract, for damages up to the amount of the turnover for which you had purchased our products up to the time of the incident. In any case, we shall not be liable for indirect damages (e.g. loss of earnings or damages resulting from production interruptions).

Independently of No. VIII.3, when quantifying the amount of compensation to be paid by us, the following circumstances must be assessed for their moderation and concreteness: the existing economic situation; the type, volume and duration of the commercial relationship; your own participation or responsibility in the production of the damage, as well as, if applicable, that the damage is the result of an improper location or installation of the supplied product. In particular, the compensation, costs and expenses to be borne by us must be in proportion to, or in accordance with, the value of the product.

5. The limitation of responsibility established here is directly applicable to our directors, executives, workers and collaborators.

Essential contractual obligations, in accordance with Nos. VIII.1 and VIII.2, are those whose fulfillment makes the proper execution of the contract possible and on whose observance you can normally rely.

IX. Prices

Our prices are net prices. They are valid exworks. Unless otherwise agreed, we charge separately for packaging, transport and insurance.

X. Terms of payment - Compensation - Guarantees - Assignment

Unless otherwise agreed, the invoice amount is payable within 30 days from the date of invoice.

2. A set-off of your receivables against ours will only be acceptable when your receivables against us have been expressly acknowledged by us.

In the event that your financial situation worsens after the signing of the contract or a pre-existing poor financial situation comes to our attention, we may demand that you provide adequate guarantees for our services and/or withdraw from payment deferrals granted in this contract or in others. If you do not provide us within a reasonable period of time with the required guarantees, we may withdraw from the contract. Rights already acquired shall not be affected by services already rendered or by delay.

4. The assignment of rights arising from this contractual relationship is only legal with our prior written consent.

XI. Place of fulfilment - Court of jurisdiction - Applicable law

The place of performance of all obligations arising from this contractual agreement shall be Barcelona, Spain.

The contracting parties, with express waiver of any other jurisdiction that may correspond to them, expressly submit to the courts of the City of Barcelona.

3. For the resolution of conflicts regarding the interpretation or execution of contractual obligations, Spanish law will be exclusively applicable.

