

Execution of this purchase order is subject to Terms and General Conditions of Contracting, Distribution and Sale that have been admitted as trading custom. All quotations, delivery notes and invoices will be valid under these conditions unless otherwise stated.

**PRICE AND PURCHASE ORDER ACCEPTANCE.** Goods will be sold under prices indicated in General Price List in Euros, taxes and duties not included, valid for 1 year. DURAN ELECTRONICA, hereby D.E., reserves the right to include modifications without prior notice. Those quotations that do not generate a purchase order in a period of 90 days will not be valid -unless otherwise stated-. The quotations for goods acquired by D.E. in a currency other than euros will be revised if there is an exchange fluctuation greater than 3%.

**DELIVERY.** Delivery terms will start counting from the day D.E. has received the purchase order. The month of August will count as non-active in order to calculate delivery time. Penalties for delays of less than four weeks from the delivery date will not be accepted. Force majeure and any other event that could prevent the regular proceeding of the work, will exempt D.E. of any responsibility.

**MANUFACTURED MATERIALS AND TECHNICAL SERVICE.** Materials manufactured by D.E. complies with the conditions and warranty (counting from the date included in the delivery note) described in the pertinent technical manuals. Repair and maintenance operations will have a warranty of 3 months.

**DISTRIBUTED GOODS.** That material that has not been manufactured but distributed by D.E. will be under the technical service and warranty of its manufacturer -unless otherwise stated-.

**CARRIAGE AND SHIPMENT (DELIVERY).** Unless otherwise stated, cost associated with carriage, insurance, clearance, taxes, duties and the material loading and unloading, will be charged to the customer, including all equipment under warranty period. Once the goods have left our premises, damage, loss and any other risk and delay of the goods will be charged to the customer, who will be responsible for it.

**PAYMENT.** The first purchase will be paid before delivery. The opening of a credit account for future purchases being accepted. In this case, payment terms will be 30 days from the invoice date, provided there is risk confirmation from our payment insurance provided. No kind of retention will be accepted. Other particular conditions agreed between both parts must be included in writing. Payment will be made in due time in the supplier's address. Repairs should be settled on delivery. Customer purchase conditions will in no case prevail over those indicated in this document.

**PAYMENT DELAY (OUTSTANDING).** Ownership of the goods shall not pass to the customer before payment has been made to D.E. in full. Customer's outstanding charges or insolvency will award the supplier company all rights and legal actions over the material, as well as will exempt it of any obligation with the customer. When outstanding, the agreed credit terms will be automatically cancelled, and the warranty of the unpaid material will be understood as finished. Costs generated by unpaid material will be charged to the customer.

**SUSPENSION.** Once the purchase order has been received or the quotation has been accepted, the customer can not suspend, cancel, postpone or change the purchase order without D.E. acceptance and conformity in writing.

**CLAIMS.** It is the responsibility of the customer to ensure that the goods are received in perfect conditions. Claims will be done in writing during the 15 days after the material receipt. D.E. will check the material and inform about the acceptance or rejection of the claim. Material returned without its original packaging and technical documentation, or with loose components, will not be accepted. Material returned under freight unpaid condition will not be accepted.

**REFUNDS.** D.E. will only admit returns for new material by previous agreement with the buyer. Returns of batteries, retainers, infrared barriers, cables or gas bottles will not be accepted. Unless some other agreement exists, over each return will be applied a minimum penalty of 10% of the value of the materials, possibly being higher depending on the type of product, technical inspections to be carried out and the conditions in which it is received and the numbers of days passed since the initial delivery. The quantity to be credited will be decided by D.E. and will be conveniently notified to the buyer for each particular case.

**PERSONAL DATA PROTECTION.** In accordance with General Data Protection Regulation (EU) 2016/679, the personal data obtained by means of the client registration form serving as the basis for the commercial relationship between us will be processed under the control of DURÁN ELECTRÓNICA S.L. for the maintenance, development and administration of the contractual relationship, including the issuance of delivery notes and invoices. The data will be stored at least until the contract ends, and beyond expiry thereof in the event of the mutual interest of both parties in maintaining future commercial relations, and to fulfil all legal obligations that could affect us. The legitimate basis for data processing is performance of the contract and the legitimate interest of DURÁN ELECTRÓNICA S.L. We will not transfer personal data to other third parties, unless explicit consent is requested for this, or in order to fulfil a legal obligation. You may at any time exercise your rights of access, rectification, erasure, data portability, restriction or objection to processing, and your right to obtain clear and transparent information as to the processing of your data, by sending a written request enclosing a photocopy of your National Identity Document or some other equivalent ID document, to the postal address Tomás Bretón 50, 28045, Madrid, Spain, or to the email address [gdp@duranelectronica.com](mailto:gdp@duranelectronica.com). If you believe that your data are not being properly processed by CIGARRÁN ABOGADOS S.L. or that requests to exercise your rights have not been satisfactorily addressed, you are entitled to file a grievance with the corresponding data protection authority, which within Spanish territory is the Spanish Data Protection Authority: [www.agpd.es](http://www.agpd.es).

**APPLICABLE LAW AND JURISDICTION (LEGAL CONSTRUCTION).** These Terms and Conditions and the contract shall be governed by and construed in all respects in accordance with the Spanish Laws. Both parties, with specific relinquishment to their own jurisdiction and address, will be in accordance with the Courts of Madrid to resolve or intervene any disputes between both parties relating to these terms and conditions.