

**IDENTIFICATION OF CHANGES REGARDING THE PREVIOUS REVIEW:**

Adequacy to UNE-EN 9120:2018

Issued	Revised	Approved
Firma y Fecha 	Firma y Fecha 	Firma y Fecha 
30/10/19	30/10/19	30/10/19
<b>Laura Cusí Grande</b> Quality Manager	<b>Laura Cusí Grande</b> Quality Manager	<b>Cory Taylor</b> General Manager

## **1 General**

1. Except if specified, the present purchase order will be treated as per the terms, conditions and guarantees indicated in the sale order. If within two (2) business days, after the sales order confirmation has been sent, no objection is received about the conditions specified in it, it's understood as accepted by the customer with the terms, conditions and guarantees included in it.
2. When making this order to TCX MICRO, the customer specifically accepts these general conditions of sale as well as the conditions indicated in the quotation which gave rise to such order. In case of conflict, these general conditions of sale will prevail exclusively and, in no case, will any other specified in the customer's order by binding to TCX MICRO.

## **2 Prices**

1. All quoted prices are valid for thirty (30) natural days, from the date of the quotation, unless it is specified otherwise.
2. All prices are subject to revision by variation in the currency value (indexation), in the engineering specifications, quantity, transport, duties and any other term and condition susceptible to vary with respect to the original quotation.
3. All prices exclude any tax or expense related to its sale or delivery, unless it's specified otherwise in the quotation.

## **3 Delivery terms**

1. Delivery of the goods by TCX MICRO will be subject to availability of the product when receiving the purchase order (in case the quoted product is in stock) and/or term indicated in the quotation (in case the quoted goods are supplied with lead-time).
2. The delivery terms (lead time) for orders which require an end use and user certificate (EUC) and/or an export license will be subject to the reception of the EUC issued by the customer with all the necessary information to comply with export/import regulations and/or the expedition of the license by the competent authority.
3. The delivery of the goods by TCX MICRO will be done on the date or during the terms detailed in the order confirmation sent to the customer. TCX MICRO will do its utmost to fulfil the shipment according with the quoted and confirmed delivery terms, but TCX MICRO will not be considered responsible for any damage due to external causes such as delays in supplier's deliveries, manufacturing problems, rejected goods, export license processing or approvals, acts or omissions of the client, acts of the nature, unavailability of the provision or power plants, riot, war, fire, flood, epidemic, strike or employers' or factory shutdown, as well as any other case of force majeure.
4. TCX MICRO will notify in writing to the customer about any planned delay in the goods delivery and will do its utmost to minimize such delay.

## **4 Packaging and delivery**

1. The goods to be delivered will be packed in order not to be damaged during the shipment.
2. The shipment and its insurance to the delivery address specified on the order will be paid by TCX MICRO, except if the corresponding quotation states otherwise. In case for the shipment to be charged to the customer, TCX MICRO, will not be considered responsible for any loss, robbery or damage that the material could suffer during the shipment.
3. The delivered goods will be shipped with the freight paperwork and corresponding its delivery note, in which will be clearly indicated the purchase order number, quantity and reference of such goods.

## 5 Reception and Acceptance

1. The customer commits to do everything necessary in order to receive the goods sent by TCX MICRO. Once the goods are delivered at the address indicated on the order, the customer will be given a period of twenty-five (25) natural days to make the due inspections and tests relative to the acceptance of the goods. Any claim referring to the supplied goods will have to be communicated in writing during the above-mentioned term of twenty-five (25) natural days after the goods delivery at the customer's premises. Passed this term, the goods will be considered as accepted by the customer.

## 6 Returns

1. In case of return of the supplied goods, TCX MICRO will previously issue the corresponding Authorization of Return (RMA). In no case, the customer will return the goods without a previous authorization or RMA.
2. Returns will only be accepted for aims of evaluation and/or repairs in factory (when the goods do not fulfil the engineering specifications agreed between TCX MICRO and the customer); money refund (when repair or substitution of the goods is not possible); or partial return of the goods when delivered quantity exceeds the requested quantity. In such cases, the goods will be returned to TCX MICRO following the instructions of carrier, shipment address and other conditions indicated by TCX MICRO for such purpose. In case of not following those instructions, TCX MICRO reserves the right of not accepting the returned goods.
3. TCX MICRO will do its utmost to replace the returned goods for others which fulfil the requisites agreed with the client, in the briefest possible term, but in no case TCX MICRO will be considered responsible for delays derived from any unforeseen event which could happen during the evaluation and/or repair of the goods.

## 7 Cancellations and modifications

1. Requests for earlier or late shipments or any other change related to the order will have to be made in writing. TCX MICRO will also confirm in writing the acceptance or denial of this request and reserves the right to modify the order conditions in accordance to the new requirements.
2. Haltings and/or cancellations of the present order will also have to be done in writing and the acceptance of these ones by TCX MICRO will be subject to the manufacturer's conformity. TCX MICRO will confirm in writing to the customer the acceptance or denial of the request and will apply the appropriate financial penalties, by case, demanded by the manufacturer. The customer will reserve the right to accept those penalties but, in such case, TCX MICRO will not accept halting and/or cancellations of the order.
3. Requests regarding points (a) and (b) of this section will not be accepted within 10 days of the delivery date.
4. For the goods on which the condition of NON-CANCELABLE /NON-RETURNABLE (NCNR) is applied, TCX MICRO will not accept any cancellation or return requests.

## 8 Payment terms and conditions

1. The invoices payment will be done according to the terms and conditions indicated in the order confirmation. The non-fulfilment of these conditions by the customer could cause the delivery of other orders in which TCX MICRO also appears as supplier to be put on hold, except if the client proves it is a temporary situation and guarantees the payment of the due provision and of the future ones. Delays in the payment will automatically count from the day after the payment is due and an interest equal to the one applied by the European Central Bank plus a 7 percent difference will be applied, according to the regulation against the dilatoriness in the commercial operations, R.D. Law 4/2013, of February 22.
2. The customer is not authorized to delay the payment or deduct any amount of the invoice claiming product's defects or any other cause.
3. TCX MICRO reserves the right to modify unilaterally and at any time the payment terms agreed with the customer, as well as its assigned credit limit, and in any case put on hold all the pending deliveries,

when, according to TCX MICRO's criteria, it is considered that the financial situation or payment records of the customer do not guarantee the reliability of the transaction.

## **9 Guarantees**

1. The delivered goods will be of new production, unless it's otherwise specified, and will fulfil the technical specifications indicated in the quotation.
2. The delivered goods will be under guarantee against manufacture or material defects during a period, which in every case, depends on the manufacturer of the above-mentioned goods. Usually it is 1 year, but, in every case, the manufacturer's period will be respected. TCX MICRO will accept responsibility of the repair and/or substitution of the components which cause the defects, as long as the merchandise has been properly manipulated and used during the above-mentioned period. TCX MICRO is not responsible for indirect or direct damages which cause could be the above-mentioned manufacture defects.
3. Unless otherwise expressly agreed in writing, TCX MICRO shall not be liable to the buyer, its customer or any third party for any liability or any other type of penalty or indemnities for loss, damage, cost or expense arising out of any claim.
4. The guarantee of the delivered goods only extends to TCX MICRO' customers. In the case of a breakdown, of the products sold by TCX MICRO, during the guarantee period, the procedure detailed in section 6 of the present general conditions, "Returns", will have to be followed.
5. Exception to the previously described guarantee. This guarantee does not extend to the goods that have been subject to bad use, negligence, accident, external causes, modification or inappropriate processing exerted by any person unconnected to TCX MICRO or any cause of similar nature of the previously described. The guarantee does not extend either to the use, by the customer, of the supplied goods as raw material for its transformation or the manufacture of a third product.

## **10 Modifications, adaptations and/or derivations**

1. Buyer agrees that it will not modify, copy, alter or create derivative works from any products purchased under this agreement or derive, attempt to derive or direct others to obtain the physical structure or technical properties of any purchased products.

## **11 Competent law**

1. The Courts of Barcelona will be the only competent law to dissolve any controversy that could arise from the interpretation and fulfilment of the present sale contract.

## **12 Data protection**

1. In TCX MICRO S.L. we treat the information you have provided with the purpose of sending publicity related to our products and services by any means (via post, e-mail, telephone). The information provided will be kept as long as the relationship continues. The data will not be forwarded to third parties except in cases of legal obligation. You are entitled to obtain information if whether in TCX MICRO, S.L. we are treating your personal information, reason for which you have a right to access your personal data, rectify inexact information or request their elimination when they are no longer needed for the purpose for which it was required, directing your petition our postal address.

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