

OCTOBER 2023

TERMS AND CONDITIONS OF SALE



ide

Terms and conditions of sale

IDE ELECTRIC general terms and conditions of sale

1. Scope of application: These terms of sale apply to all orders sent to IDE ELECTRIC S.L. (hereinafter IDE) via any of the channels authorized by IDE.

2. Customer registration: Orders are not accepted from potential buyers who have not been previously registered as customers in the IDE computer system. To be registered as a customer, it is necessary to be accepted and approved by IDE.

3. Orders: Any order is considered, for all purposes, the acceptance of firm purchase addressed by the customer to IDE and, therefore, the acceptance of these conditions of purchase.

IDE will communicate to the customer the confirmation of their order. From the date of order confirmation, the goods are deemed to have been placed at the customer's disposal by IDE. The customer shall verify and send the acceptance of the order as soon as possible. If there is no response within 24 hours of receipt of this confirmation, IDE considers silence

positive and therefore acceptance of this in terms of deadlines, quantities and prices.

The sales prices and the packing units applied will be those given to the customer as stated in a Price List, on the date on which the customer places the order. The orders must be always adjusted to the packing units. IDE reserves the right to modify the units requested of any reference, if these do not match the packing multiples, as well as the prices if these do not match the previously agreed conditions of sale. This implies that for an order to be considered as such, it must comply with all the requirements listed in the TERMS AND CONDITIONS OF SALE.

The minimum amount per order is €3,000 net. The prices are quoted EX-WORKS. Any other condition must be agreed between the customer and IDE in writing and in the IDE customer file. For orders less than €3,000 net, IDE reserves the right not to accept the order and to apply an administrative fee in any case.

The administration fees will be as follows:

- For orders between €0 and €599 net: €50.

- For orders between €600 and €2,999 net: €30.

Any material sent by express courier or using methods of transport or carriers other than those used by IDE will always be freight collect.

4. Delivery: The products will always be delivered in the shortest possible time according to availability. By aiming to advance the delivery dates, partial deliveries of the order may be made. If a delivery deadline is established, this is understood to apply to the availability of the goods at the IDE warehouses. IDE do not accept responsibility for losses, damage or delay in the delivery of the good for reasons attributable to the carrier. IDE does not accept any financial penalty for loss, damage or delay in the delivery deadlines.



Conditions of payment

1. Invoicing and method of payment: The stipulated price will be paid by the customer on the dates stated on the invoice. In no event will this exceed the 60 days after the invoice date. Payment of invoices should only be made to the IDE Electric, SL bank account indicated in the order acceptance. Under no circumstances should payment be made to a different bank account. In case of a change of account number, we will inform you by sending a certificate of account ownership. IDE assumes no responsibility in case of impersonation or fraud resulting in the payment of invoices to a bank account other than the one indicated in the acceptance of the order, always coinciding with the one indicated on the invoice.

2. Delay in payment and consequences: All the quantities included in the order shall be invoiced, adding the corresponding applicable taxes. Delay and/or default of the payment, in whole or in part, of the payment obligation shall entitle IDE to:

1. increase the amount payable, automatically from the invoice maturity date, by an interest rate of eight percent (8%) for every THIRTY (30) days in arrears, this interest rising on a daily basis; 2. suspend the execution of their duties until the full payment of the relevant quantities has been made, for all the concepts; 3. to claim the corresponding damages. The decision of IDE not to exercise all or some of these measures, does not imply that this is not an applicable condition at any moment elected by IDE.

The payment operations regulated by Royal Decree-law 19/2018, of 23 November, on payment services, are subject to the framework contract expressly accepted by the Customer with the mere emission of an order: 1. The Customer ordering a payment to IDE shall pay the costs, fees and commission established with their Bank for each operation. 2. The customer specifically authorizes the exact amount of the payment operation, the subject of the order in all its concepts, to IDE. Once the payment has been debited, the Customer's Bank is not entitled to withdraw or reimburse the operation.

3. Reservation of Ownership: All goods sent are the property of IDE until payment for said goods has been made in full. IDE reserves the right to modify, without prior warning, references, packing units or any manufacturing specifications if this is recommended by technical improvements, regulations or construction logistics.

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Warranty

1. Cover: All goods from IDE have a WARRANTY in accordance with current legislation. To benefit from this WARRANTY, the customer must notify IDE immediately of any defects observed.

2. Exclusions: Products damaged due to incorrect handling or assembly, undue storage or conservation or products which have been modified in any way without the express written authorization of IDE will not be covered by the WARRANTY.

IDE undertakes to replace defective material free of charge, retaining the defective material to analyze and correct the defects found.

Returns

1. Procedure: All returns of material must always be authorized by IDE Commercial Management. If the customer returns material without the express prior authorization in writing of IDE, the material will be rejected.

2. Deadline: The return of material, by the customer, must be made within 30 working days, from the confirmation of the IDE authorization for the return. Otherwise, IDE will not accept the return. Any authorized return must be sent free of shipping charges. If this is not the case, the shipping fees will be deducted from the corresponding payment.

3. Exclusions: If a return is accepted, the credit note is subject to the perfect condition of the material. Obsolete material, with a date of manufacture prior to 24 months from the return application date, will not be accepted. Open or incomplete packaging, as well as special or customized material will not be accepted.

In no event will complaints be accepted for damage caused during shipping if not made within 24 hours from the time of reception of the goods by the customer. If the reason for the return is due to damage during shipping, the customer must place a claim with IDE, this claim will be only accepted when the instructions in the next point are followed.

4. What to do in the event of shipping damage: At the time of delivery, you should check the goods. In the event of there being any damage, it should be noted on the CMR in the presence of the delivery driver. If nothing is noted down, it will be understood that the items have been delivered correctly and it will not be possible to make any claims at a later date.

5. Depreciation: All returned goods will have a minimum depreciation of 30% of their value. This depreciation may be higher depending on the condition of the goods.

Consequences of unilateral cancellation or modification of a confirmed order

The cancellation or modification by the customer of a confirmed order implies that the customer cancels or modifies the purchase contract under its responsibility, being at its expense all preparation, packaging and management costs incurred by IDE as a consequence of the cancellation or incurred as a consequence of the modification, which is established in a directly chargeable liability, by IDE to the customer, corresponding to 50% of the amount of the confirmed order.

Compliance: ethical and legal compliance and code of conduct

1. Program of compliance: IDE has developed and approved a program for the prevention of criminal risks and legal compliance, which requires to comply and to ensure the compliance of the individuals and/or entities with whom they have contractual relations with their Code of Conduct and Crime Prevention Policy.

IDE places the [Code of Conduct](#) and [Crime Prevention Policy](#), in the specific [Compliance](#) section of the IDE web, the placement of an order representing the absolute commitment of the customer to abide by the principles, good practices and legal requirements established in the same.

2. Consequences of non-compliance: Any failure to comply with the terms of this clause and the documents mentioned will constitute just cause for the immediate termination of this contract, IDE being free of all liability.

3. Extension: The obligations to comply with the Code of Conduct and the Policy described in this clause shall be understood to extend to all the employees of the customer in the relation they hold with IDE, and shall remain in force indefinitely on the termination or expiry of the contractual relation.

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Confidentiality and data protection

1. Information of basic data protection: Responsible: IDE ELECTRIC, SL. Purpose: to manage the contractual and/or commercial established relationship and the sending of technical and operational information relating to the same. Only if you give express consent, we will send you advertising and promotional information relating to other products, services, and activities. Legitimation: a) implementation of the contractual relation with the customer and legitimate interest of IDE b) express consent. Addressees: no data will be transferred to third parties except legal obligation. You can assert your privacy rights at privacy@ide.es. More information: Privacy policy.

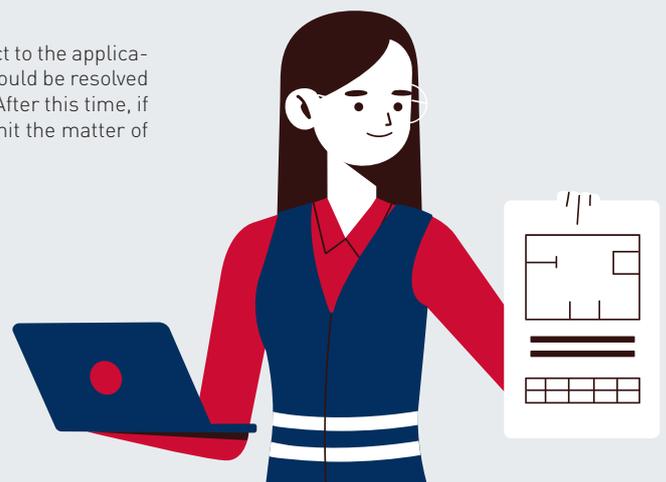
2. Confidentiality: The customer and IDE undertake to mutually maintain the strictest confidentiality and reserve of any non-public information and documentation owned by the other party, to which they may have access, process or knowledge as a consequence of the contractual relation. The confidentiality requirement will remain in full force and effect, not only during the validity of the legal relation existing between the parties but also after its termination, whatever the reason for the termination. Consequently, this information may not be reported, reproduced, disclosed, transferred, or distributed, in whole or in part, to any natural or legal person without the express authorization of the party to whom the confidential information belongs. Both parties undertake to take the necessary measures to ensure compliance with this obligation, diligently ensuring that their staff and third parties who may have any relation with the products, services and work commissioned, including subcontractors and suppliers, comply strictly with the same. Both parties are obliged to notify the other party of any security incident about which they are aware, and any impact derived from the alteration, loss, removal, access, revelation, or disclosure of unauthorized information.

Tax and labour obligations

Both IDE and the customer declare to be up to date with their tax and labor obligations, both formal and substantive, and with any other requirements of the applicable legal framework, expressly and mutually waiving any responsibility that may be derived from the failure to comply with the same.

Legislation and competence

The legal relation established between IDE and the customer is subject to the applicable Spanish and European legislation at any moment. Any disputes should be resolved through extrajudicial negotiation between the parties within 30 days. After this time, if it has not been possible to reach an agreement, the parties may submit the matter of dispute to the jurisdiction of the Courts of Zaragoza (Spain).





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