

**March 2021**

**1 Scope of these general conditions**

These general terms and conditions of sale apply as of right to the products offered for sale by Osium – Arnaud Ganzin: Calle Martin Ros Garcia, N°6, planta 2, local N°5, Torrenova, Calvia (hereinafter "the Seller").

The documents attached to the offer such as photos, plans, weights, dimensions, indications of performance and consumption are provided for information only. The Seller reserves all property rights, material and immaterial on the estimates, plans and other documents. These cannot be communicated to third parties.

If reference is made by letter of confirmation to the delivery clauses of international trade in goods (for example FOB, CIF), these will be interpreted according to the INCOTERMS of 2010.

The fact of placing an order and / or accepting all assembly, installation, repair, maintenance, modifications, etc., whatever the cause, implies full and unreserved acceptance of the Buyer, to the exclusion of all other conditions, the general conditions below, which prevail over all other conditions, except those which have been expressly accepted by the Seller.

The sale is deemed to be concluded on the date of acceptance of the order by the Seller.

**2 Orders**

- The order is only final after written confirmation from the Seller. Any verbal agreement needs written confirmation to be valid.

**3 Prices - Rates - Payment**

3.1. The seller's prices are understood as IVA, excluding transport costs from Osium – Arnaud Ganzin, Calle Martin Ros Garcia, N°6, planta 2, local N°5, Torrenova, Calvia, provided that a delivery address has been provided.

In case of doubt, it is up to the Purchaser to obtain the characteristics of the chosen material.

3.2. - Each delivery can only correspond to one invoice.

The Seller shall draw up an invoice in duplicate which shall mention the particulars mentioned when the order was signed by both parties.

3.3. - Payment for the products must be made before shipping, unless prior agreement of a credit limit confirmed in writing by the Seller, bringing the payment to thirty days net date of invoice.

3.4. - The Buyer expressly waives any right of retention or set-off based on claims he may have against the Seller or which have not been recognized as founded by the latter.

In any case, the payments due to the Seller may not be suspended or be the subject of any reduction or compensation without written agreement from the Seller.

3.5. - No discount will be granted in the event of early payment.

3.6. - Payment of orders is made only by bank transfer.

**4 Termination clause :**

4.1. - In the absence of payment in a single draft or a single fraction of the price when due, the balance of the price will become immediately payable, without prejudice to the right for the Seller, if it sees fit, to declare the sale fully resolved. right within eight days of a formal notice remained ineffective.

In this case, the Purchaser will be required to return the equipment sold without the need to oblige him to do so other than a simple summary order issued by the competent court, noting the default of payment and to the Seller. the benefit of the termination clause.

4.2. - The renewals or postponements of deadlines that the company Osium could possibly agree to may in no case constitute novation to the above stipulations which will apply under the same conditions in the event of non-payment of deferred deadlines or renewed effects.

**5 Penal clause**

Any amount not paid on the due date appearing on the invoice automatically entails the application of penalties in an amount equal to one and a half times the legal interest rate on the day of invoicing (or on the date of payment shown on the invoice).

Late payment penalties are payable without a reminder being necessary.

In application of Article 341 del Código de Comercio in case of late payment, the debtor shall be automatically liable to his creditor. If the impago is produced, the vendedor podrá reclamar por el artículo 1124 del C.Civil.

**6 Deliveries**

6.1. - Delivery is made by delivery to a shipper or a carrier at the Seller's premises, or at any other place designated by the Buyer, depending on availability and in the order of arrival of the orders.

Deliveries are made mainly to the island of Mallorca.

6.2. - The costs and risks associated with the product delivery operation comply with INCOTERMS 2010.

6.3. - The delivery time is given as an indication.

It begins to run from the sending of the order confirmation, provided that all technical details have been settled, that the Buyer is up to date with his obligations towards the Seller and that he has paid the deposit, if a down payment was expected.

## GENERAL CONDITIONS OF SALE BETWEEN PROFESSIONALS

The risks of the goods ordered are borne by the Purchaser from said delivery.

6.4. - The delivery period is also automatically suspended by any event beyond the control of the Seller and having the consequence of delaying delivery.

6.5. - If the shipment is delayed at the request of the Purchaser, the deposit costs will be invoiced to him after the expiration of one month of franchise following the date of availability. In the event of a deposit at its own premises, the Seller may invoice per month at least 0.5% of the amount of the invoice.

### 7 Receipt of products

The Purchaser will assume the costs and risks of transporting the products sold, subsequent to their delivery.

The Purchaser must verify, upon receipt, the conformity of the products delivered to the products ordered and the absence of visible defects.

If no complaint or reservation is made in this respect by the Purchaser on the day of receipt of the products, said products may no longer be returned or exchanged, in application of the provisions of art. 336 del Código de Comercio.

In the event of an apparent defect or non-conformity of the products delivered to the products ordered identified by the Buyer on the day of receipt, the Seller undertakes to repair the products, or to replace them with new products identical to the command if repair is not possible.

The costs incurred by the recovery and delivery of new products are the sole responsibility of the Buyer..

### 8 Retention of title

8.1. The products are sold under retention of title.

8.2 The Seller retains ownership of the products until full and effective payment of the price by the Buyer. Bills of exchange are not considered payments until they are actually received.

The delivery of draft or any other instrument other than those referred to above does not constitute payment.

8.3 In the event of non-payment when due, the Seller may claim the products and terminate the sale, as specified above.

Until that date, the retention of title clause retains its full rights.

8.4 These provisions do not preclude the transfer, upon delivery, of the risks of the products sold.

The Buyer undertakes until full payment of the price, on pain of immediate claim of the products by the Seller, not to transform or incorporate the said products nor to resell them or pledge them.

### 9 Complaints and Returns

All complaints for incomplete or non-compliant delivery or for a perceptible defect must be sent in writing to the Seller no later than eight days following delivery.

These complaints made within the aforementioned period only oblige the Seller to supplement the supply or to apply the guarantee provided for in Article 9.

Returns of goods are only accepted after prior written agreement from the Seller. Returned goods must not have been disassembled, installed or used.

### 10 Refund and Guarantee Policy

In the case of products that are irrevocable non tangible goods, we do not issue a refund after shipping the product, you have the responsibility to understand before buying. We ask you to read carefully before buying. We only make exceptions to this rule when the description does not match the product. Some products may have a guarantee and a refund option but this will be specified when purchasing the product. In such cases, the warranty will only cover factory defects and will only be effective when the product has been used correctly. Warranty does not cover breakdowns or damage caused by misuse. The terms of the warranty are associated with manufacturing and operating defects under normal product conditions and these terms will only be effective if the equipment has been used correctly. This includes :

- According to the technical specifications indicated for each product.
- Under environmental conditions as specified by the manufacturer.
- Used specifically for the function it was designed with in the factory.
- Under electrical operating conditions that meet specifications and tolerances.

### 11 Force Majeure

The Seller cannot be held responsible for any non-performance which may have originated in a case of force majeure. The following are notably considered as force majeure by the case law of French courts and tribunals: total or partial strikes internal or external to the Seller, blocking of means of transport or supply for any reason whatsoever, governmental or legal restrictions.

### 12 Attribution of jurisdiction - Applicable law

These general conditions of sale are governed by Spanish law.

Any dispute relating to the interpretation and execution of product sales will fall under the exclusive jurisdiction of the territorially competent commercial court.

This clause applies even in the event of summary proceedings, incidental demand, multiple defendants or guarantee calls without the jurisdiction clauses appearing in the Buyer's documents being able to prevent the application of this present clause.