

## 1 Scope of application

- 1.1 These general terms and conditions will apply to all present or future commercial relations between Industrias Alegre, S.A. and a buyer, also referred to as customer.
- 1.2 Buyer is understood to mean any individual or legal entity or corporation with which we establish a commercial relationship.
- 1.3 Any of the customer's general terms and conditions that differ from or contradict these conditions will not be considered a contractual element unless validated in writing.

## 2 Execution of the Contract

- 2.1 Industrial Alegre, S.A. is only committed to the buyer following the consequent written confirmation and subsequent acceptance by both parties.
- 2.2 Our offers are valid for a period of 30 days. We do not commit to any commercial relationship without written agreement.
- 2.3 The purchase order must include:
  - 2.3.1 The price of the product.
  - 2.3.2 The technical specifications of the product, which must also be accompanied by a technical drawing in the case of specific, personalised formats.
  - 2.3.3 Information for delivery of the goods.

## 3 Delivery Terms

- 3.1 Our goods will be delivered ex-works. The buyer is responsible for the delivery and packaging costs.
- 3.2 The delivery times are considered to be for reference only. Delays in delivery do not entitle the buyer to hold Industrial Alegre, S.A. accountable or terminate the contract.
- 3.3 The buyer undertakes to collect the goods within a period of no more than seven days from the date on which the product is released, otherwise a 3% storage fee will be charged on top of the invoiced price for each week's delay.
- 3.4 If the product is damaged during the holding period in our warehouse, the risk is assumed by the customer and in no case will Industrias Alegre, S.A. be held liable.

## 4 Price and payment

- 4.1 Industrias Alegre, S.A. will issue an invoice for each delivery of goods that it makes, specifying the details of the order.
- 4.2 Said invoice will be paid according to the conditions established in the purchase order, within the time specified on the invoice.
- 4.3 Failure to pay the invoice by the established date entails the payment of compensation at an annual rate of 8% of the outstanding amount.

## 5 Guarantees

- 5.1 Unless it can be proved otherwise, Industrias Alegre, S.A. guarantees the components of its product against manufacturing flaws for a period of 6 months from the date on which the product is delivered.
- 5.2 Industrias Alegre, S.A. has a margin of up to 10% for variations in width, weight, colour or construction of our goods and for delivering excess or insufficient quantities. In this case the buyer is not entitled to make any claim or to reject the goods on the grounds of such variations.
- 5.3 The buyer must ensure that the products are suitable for any process to which they are intended to be subjected.
- 5.4 These guarantees do not cover incidents occurring as a result of not handling the goods according to the instructions for use, which can be consulted on our website: [www.hybridbox.es](http://www.hybridbox.es)
- 5.5 Guarantees will no longer be valid in the event of damages caused by negligence, normal wear and tear and misuse.
- 5.6 The guarantee is valid provided that the normal maintenance operations described in the instructions are carried out.
- 5.7 In the event of anomalies caused by external atmospheric agents, such as frost, lightning, flooding, etc., the guarantee will no longer be valid.

## 6 Termination of the contract

- 6.1 The contract will be terminated immediately upon notification if there is any reason to believe that the customer will not be able to make the payments due.
- 6.2 Industrias Alegre, S.A. will be exempt from responsibility for delivery in the event of circumstances beyond our control, such as force majeure, import or export restrictions, war, strike or flooding. In this case the delivery time will be extended for a period proportional to the duration of the circumstances that hamper delivery.
- 6.3 As far as it is possible to predict such a delay in delivery due to force majeure, when the expected delay is more than 2 months, both parties will be entitled to terminate the contract.
- 6.4 In cases of breach due to force majeure, claims for compensation against Industrias Alegre, S.A. due to failure to fulfil said obligations are not accepted.

## 7 Transfer of risk and property

- 7.1 Ownership of the goods is considered to correspond to Industrias Alegre, S.A. until payment is received in full for the amount of the invoice that establishes said commercial relationship. Until that moment the customer must take care of the goods as if they were his own property.
- 7.2 The intellectual property belongs to Industrias Alegre, S.A. at all times.

## 8 Responsibilities

- 8.1 The products must be checked by the customer and if any defects are identified, a claim must be made within a maximum of 7 days from the date of delivery of the goods.
- 8.2 The customer may not return the goods without the agreement of Industrias Alegre, S.A. and without prior written notice.
- 8.3 In the event of non-compliances, which must be declared upon delivery of the product and reported within a maximum of 7 days, the supplier will replace the non-compliant parts individually within the shortest possible time, rather than replacing the entire product. After that time, unless there is proof to the contrary, it will be presumed that non-compliances did not exist when the product was delivered.

## 9 Confidentiality

- 9.1 By accepting these general terms and conditions of sale, the customer authorises us to process his personal data in accordance with the applicable legislation.

## 10 Final provisions

- 10.1 All agreements signed between Industrias Alegre, S.A. and the buyer will be interpreted and governed according to the Spanish law and will be subject to the jurisdiction of the tribunals of Valencia, both parties thus renouncing any other jurisdiction that might correspond to them by law