



1. GENERAL

All sales of products made by CONTAGAS, S.A. are subject to these General Conditions of Sale, unless otherwise stipulated. No other conditions or agreements that have not been expressly accepted in writing by CONTAGAS, S.A. shall have any legal value or effect.

The subscription of any order, agreement, contract, etc., means the renunciation by the Purchaser of his own general conditions of purchase and/or any other stipulation, and the acceptance of the present ones.

All orders must be placed in writing and are subject to the express approval of CONTAGAS, S.A.

These General Conditions of Sale shall be deemed to have been communicated to the Purchaser from the moment the latter receives an offer from CONTAGAS, S.A.

Alternatively, they shall be considered as communicated if the Purchaser has previously received them in the course of his commercial relationship with CONTAGAS, S.A., in which case they shall be considered as accepted by the Purchaser for all purposes when placing his order.

2. DELIVERY TIME

CONTAGAS, S.A. will endeavour to deliver the products within the established delivery dates, which are estimates and are not binding, and under no circumstances does it guarantee their fulfilment.

The delivery dates that appear in the order confirmation are approximate. Early deliveries and partial deliveries shall be permitted unless there is a written agreement to the contrary.

Unless it is attributable to CONTAGAS, S.A. due to gross negligence or wilful misconduct, the expiry of the delivery period shall not entitle the Purchaser to claim damages or compensation, to refuse to supply the Products, or to suspend the fulfilment of any obligation, especially payment, or even to request its termination.

In the event of postponement of payment of overdue invoices, as well as their non-payment, and/or due to the customer exceeding the credit limit established by CONTAGAS, S.A., orders pending delivery shall be blocked until the incident in question has been resolved.

3. PRICE

The prices in our price list are expressed in euros (taxes not included) and in Ex Works Barcelona conditions.

The supply prices do not include the costs of packaging, transport, including loading and unloading, insurance, customs, which are carried out at the risk and expense of the Purchaser, and will be subject to an additional charge on the sale price.

In the event that there are offers prior to an order, the prices offered shall be valid for the period indicated therein, and during this period they shall be considered as fixed under the payment conditions specified in the offer.

CONTAGAS, S.A. reserves the right to modify the prices of the tariff in force at any time without prior notice. The applicable prices shall be those in force at the time the order is placed.

4. PAYMENT TERMS

Unless otherwise agreed in writing, payment for all orders placed shall be made in accordance with the regulations in force at the time of sale or those agreed between CONTAGAS, S.A. and the Purchaser.

All invoices issued by CONTAGAS, S.A. shall be considered as approved and in conformity unless the Purchaser shows his disagreement in writing, within seven (7) days following receipt of the same.

In the case of partial deliveries, CONTAGAS, S.A. shall be authorised to invoice and demand payment for each partial delivery, as well as to issue partial invoices, and the Purchaser shall be obliged to pay such invoices in accordance with these General Conditions of Sale.

The maximum payment term to be complied with by the Purchaser shall not exceed the period of 60 calendar days established in Law 15/2010 establishing measures to combat late payment in commercial transactions. Failure to pay on the due date of the invoice will lead to the immediate suspension of the supply of materials and may also entail the modification of the payment conditions of future orders. In the event of deferment of payment of an invoice beyond the initially agreed due date, a penalty of 3% per month shall be applied to the amount of the invoice. This is without prejudice to any other right that CONTAGAS, S.A. may have, including the right to recover any judicial and/or extrajudicial costs that it may incur in order to recover the amounts owed. Regardless of the concept that the customer gives to a payment, the payments made shall be charged first to the penalties for deferment and/or non-payment, and then to the principal of the debts that have an older maturity.

Timeliness of payment is an essential condition, so that if the Purchaser fails to meet its payment obligations, fails to pay on time or in full, the Seller shall be entitled to suspend any commitment or obligation arising from the Agreement until the Purchaser meets its obligations.

5. RESOLUTION

In cases where the Purchaser fails to perform any of its obligations or there is reasonable doubt as to whether it will perform its obligations, CONTAGAS S.A. shall be entitled to proceed with the resolution and termination of the agreements.

It shall also be entitled to recover its ownership of the Products, and all this without prejudice to other rights, in particular the right to recover all damages suffered, including all judicial and extrajudicial costs, and the payment by the Purchaser to CONTAGAS S.A. of all amounts due or outstanding which shall be considered as due and payable at that time.





6. CANCELLATION OF ORDERS AND RETURN OF GOODS

In the case of partial or complete cancellation of an order, 2 working days after the Customer has given the order request to CONTAGAS, S.A., there will be a cancellation charge for the Customer of 15%, with a minimum of 60€ for spare parts or 40€ for the rest of the material. Cancellations of orders for specially configured equipment or special orders will not be accepted without the prior written approval of CONTAGAS, S.A.'s Commercial Director.

All requests for returns must be previously analysed and accepted by CONTAGAS, S.A., and the customer must inform the reasons for the same. Returns due to defects in identity and/or quantity must be processed within 14 calendar days of delivery of the material. Any material that is out of stock or out of warranty will not be accepted.

7. CLAIMS AND GUARANTEE

All equipment supplied is guaranteed for one year from the date of commissioning or 18 months from the date of delivery to the Purchaser, whichever occurs first. The transport costs necessary for the provision of the aforementioned guarantee shall be invoiced to the customer.

Any claim for damage or breakdown of the equipment supplied by CONTAGAS, S.A. must be notified in writing to CONTAGAS, S.A. within 14 calendar days of receipt of the equipment.

For the guarantee to be valid, the defect must be accepted by CONTAGAS, S.A.'s Technical Service Department.

The aforementioned guarantee consists solely and exclusively of the repair or replacement (at the choice of CONTAGAS, S.A.) within a reasonable period of time, of the products that have been recognised as defective, either due to material or manufacturing defects. Repairs are understood to be carried out in the workshop of CONTAGAS, S.A. in Barcelona, the Purchaser being responsible for the dismantling, packaging, loading, transport, etc. caused by sending the defective material to the facilities of CONTAGAS, S.A. in Barcelona. The Purchaser undertakes to accept the replaced or repaired products, and under no circumstances shall CONTAGAS, S.A. be liable to the Purchaser for any type of economic loss as a consequence of the initial supply or deliveries of the replaced or repaired products.

In no event shall CONTAGAS, S.A. be liable to the Purchaser or third parties for direct, indirect or consequential loss or damage arising out of or in connection with the subject matter of this contract, including accidents to persons, damage to goods other than the subject matter of the contract or loss of profit. Any commitment and obligations of the Purchaser resulting from the guarantees existing between him and his clients which exceed the above and which have not been accepted by CONTAGAS, S.A., in writing and expressly, shall be for the exclusive account of the Purchaser.

The repair or replacement of a defective element does not change the starting date of the guarantee period of the products supplied. The repaired or replaced products will have a guarantee from the date of their repair or replacement equal to the remaining term of the defective or replaced product until the terms stipulated in these General Conditions of Sale are fulfilled.

This warranty does not cover damage, defects, etc. resulting from:

- a) Repair and replacement of parts as a result of normal wear and tear.
- b) Repairs, modifications or alterations to the products carried out by personnel outside CONTAGAS, S.A.
- c) Improper use, replacement, repair, modification, conservation or alteration, or lack of maintenance in accordance with the maintenance instructions outlined by CONTAGAS, S.A.
- d) Failure to lubricate, use or clean with the recommended products and with the frequency indicated by the manufacturer or CONTAGAS, S.A.
- e) CONTAGAS, S.A. will provide the Purchaser with the necessary information and documentation, including the operating manual, for the exercise of its duties.
- f) Incorrect or negligent handling, abusive use, faulty assembly, variation in the quality of the electrical supply (voltage, frequency, etc.), modifications introduced without the approval of CONTAGAS, S.A., installations carried out or subsequently modified without following the technical instructions of the product and in general any cause that is not attributable to CONTAGAS, S.A.

8. RESPONSIBILITIES

Under no circumstances shall CONTAGAS, S.A. be liable for indirect or consequential damages that may arise as a consequence of the supply, including, but not limited to, loss of production, loss of profit, downtime costs, breakdowns in the products or in other parts or equipment other than the products, of the Purchaser or of third parties, accidents at work or suffered by third parties, accidents and incidents against the environment, etc.

The total liability of CONTAGAS, S.A., derived from the supply for any reason whatsoever, is limited to the value of the supply that has given rise to the claim.

9. JURISDICTION AND APPLICABLE LAW

The Courts and Tribunals of Barcelona shall have jurisdiction over all disputes arising within the framework of the contractual relationship between CONTAGAS, S.A. and the client. Likewise, it is agreed that Spanish law shall be the applicable law.

These conditions of sale cancel the previous ones and will be in force until any change is communicated.

Barcelona, January 2025

