

## SCP/SINTERSA terms and conditions of sale

### 1. General terms

Present conditions of sale will rule relationships between SCP (Suministros de Conectores Profesionales S.A.) with VAT number A28995280 or SINTERSA (Sistemas de Interconexión S.A.) with VAT number A78567708, hereinafter SCP/SINTERSA and the buyer, and exclude or cancel any other stipulation included by the buyer either in the order or the negotiation, appearing in this or any other document unless indicated otherwise specifically and in written by SCP/SINTERSA.

SCP/SINTERSA will answer for all obligations included in sales quotations sent to customers, or those appearing in its online shop, within the period stated therein and for all sales conditions, as well as the acceptance of changes in contracts or orders, invoicing and products delivery stated expressly or not in the contract between SCP/SINTERSA and the buyer.

NATO Requirements of supply and acceptance of orders are not included in this document.

The buyer is deemed to know and accept terms and conditions of sale in force when placing the order

Both descriptions and images appearing at the web site or any other format of SCP/SINTERSA can be generic or just illustrative.

SCP/SINTERSA reserves the right to deny access to service, cancel any account and eliminate or modify any of the contents in case the buyer breaks current legislation, these conditions of sale or any other applicable terms, conditions or politics.

### 2. Orders and acknowledgements

Reception of orders can be done by telephone, fax, email or via online shop. In any of before mentioned cases, no order shall become binding until it has been expressly accepted by SCP/SINTERSA in writing.

Orders will be delivered according customer exact indications and no product will be replaced unless specific instructions to do it or unless that product had been replaced by its manufacturer.

Internal procedure Q13-2, Management of Configuration will apply during revision and acceptance of quotations and orders.

All orders shall include as a minimum the following information:

- Customer name
- Product references
- Prices
- Quantity
- Applicable requirements

SCP/SINTERSA, before compromising to supply the goods, will send acknowledgement of:

- Order reception
- Lead time

- Availability
- Price
- Applicable requirements

ensuring that:

- all product and supply requirements are well defined and documented
- existing differences between order or contract requirements and those previously expressed are solved,
- SCP/SINTERSA is able to fulfil defined requirements,
- Any kind of additional requirement has been determined and all risks have been evaluated (such as new technologies, short lead-time shipments)

In case the buyer does not provide a documented declaration of requirements, they will be confirmed with the buyer before acceptance and will be registered as a part of contract revision.

### **3. Product**

For materials whose measure unit is expressed in meters, length tolerance shall be +/- 10% at the time of supply, difference that will be reflected in delivery note and will be invoiced according to the batch supplied. The same occurs for those products requiring a minimum shelf life. In case of this not being required by the buyer, SCP/SINTERSA will keep this information internally.

Products will be supplied according to their corresponding packaging, that quantity will be clearly indicated both in sales quotations and online shop.

Product descriptions provided by SCP/SINTERSA at its website are general data, therefore SCP/SINTERSA is not responsible for possible damages resulting from their inaccuracy or error.

### **4. Prices**

Unless otherwise agreed prices are ex works, excluding all taxes.

SCP/SINTERSA will inform via sales quotation about applicable price for each product. This price will be valid within the period stated therein. For sales via online shop, the price will be valid at the moment of placing the order.

Prices stated in the order will be firm once received the corresponding acknowledgement. SCP/SINTERSA reserves the right to modify the price in case of alterations in supply conditions (out of stocks, change in shipping address, modification in previous requirements). Those changes will be communicated in writing to buyer through the corresponding order modification.

SCP/SINTERSA reserves the right to apply a price revision clause to amend the order according to fluctuation in exchange rates of manufacturer currency. It could only be applied if previously indicated in quotation and in cases of a difference between quotation and delivery date up to 3%. It will be reflected in the invoice at the time of delivery.

## **5. Delivery**

In order to facilitate tasks of handling, freight and storage, all shipments will include the corresponding delivery note. If previously requested they will also be accompanied by the certificate of conformity. Delivery note will indicate order number, material description, SCP/SINTERSA internal codes and quantity delivered. Deliveries will be done at the address indicated in the order.

Unless otherwise agreed, the products will be delivered Ex Works, therefore the buyer will assume all shipment expenses. The buyer will be also responsible for the damages occurred during transportation.

The buyer can request an urgent shipment and/or choose the freight or carrier preferred, except for orders placed through the web site, where it will be chosen by SCP/SINTERSA.

The buyer has also the possibility of collecting its order at SCP/SINTERSA warehouse.

SCP/SINTERSA shall, in no circumstances, be liable for any damages in products or delays in shipments in case the buyer had chosen a freight or carrier different from the one appointed by SCP/SINTERSA

Sales out of the UE will require additional information previous to the shipment about possible special conditions of packaging and delivery in country of destination.

## **6. Guarantee**

The guarantee shall be valid for one year from the date of delivery against manufacturing defects. The guarantee provides the repair or replacement of all elements damaged under proper use, care and maintenance.

Users of SCP/SINTERSA products assume full responsibility for the proper and safe use of such products, as well as their correct maintenance throughout their useful life, so the guarantee shall be invalid for those damages caused by misuse or inadequate handling of the products.

Under no circumstances should the guarantee cover the repair or replacement of materials neither supplied nor manufactured by SCP/SINTERSA.

The repairs in guarantee will take place at SCP/SINTERSA factory in Madrid or Seville. SCP/SINTERSA shall, in no circumstances, be liable for any lost in profits arising out of a failure in a product manufactured and supplied by SCP/SINTERSA

## **7. Delivery dates**

SCP/SINTERSA will not compensate the buyer for the damages and prejudices derived from any failure to meet a delivery date of all or part of the products howsoever caused, nor for any direct, indirect or consequential loss of any kind arising from a delay in delivery.

Delivery dates will be confirmed once acknowledged the order and are subject to be modified. Changes in delivery dates will be notified to buyer through new order confirmations.

Modifications in initial delivery dates shall entail neither cancellation, return or price discount request.

## **8. Rejected materials and returns**

Buyer should inspect all products as soon as possible within reasonable limits after delivery and promptly notify SCP/SINTERSA in detail within maximum 30 days of receipt in case of detecting any defect in products or any discrepancy related to the supply, included uncompleted shipment, erroneous delivery or the lack of one or more products of the order. Unless notice of rejection received from the buyer, it will be definitely assumed that products are, in all aspects, in agreement with the contract and free of any defect evident in a reasonable examination, therefore the buyer will be deemed to have accepted the products.

Returns must be pre-approved by SCP/SINTERSA sales department, otherwise they will be rejected. A valid return material authorization number (RMA) will be issued within 48 hours after buyer claim. That RMA number should be written in the label of all returned packages.

The assignation of an RMA number does not automatically imply its acceptance, it will be subject to inspection by qualified staff of SCP/SINTERSA once the returned material is received.

Regardless of the cause or return, products must be sent in their original packaging.

In case of return due to buyer withdrawal or error, the buyer will have to return the products within 30 days from receipt of material. The costs of transportation of returned material shall be borne by the buyer. During this process, the buyer is responsible for any loss or damage of the products.

In case of return due to a mistake attributable to SCP/SINTERSA the buyer will have to return the products within 30 days from receipt of material. The costs of transportation both of the defective product and those of the replacement material shall be borne by SCP/SINTERSA.

In case of rejection to take charge of the goods put at their disposal in agreed terms, the buyer should return the goods delivered to SCP/SINTERSA without any undue delay, and in any case, no later than 30 natural days. Furthermore, return will have to be done in original packaging. In those cases, the buyer shall borne the direct costs of goods return. SCP/SINTERSA reserves the right to charge reasonable handling charge where this is justified.

The rejection of the goods or part of them by the buyer, shall only be accepted as a consequence of a break of the order requirements and for no other reason.

## **9. Cancellations**

The buyer shall not be entitled to cancel an order once accepted in whole or in part except by prior agreement with SCP/SINTERSA and against prior payment of a reasonable cancellation charge to be specified by SCP/SINTERSA for all expenses incurred. In case of partial cancellation, SCP/SINTERSA reserves the right to require the payment of an additional sum for the difference with the retail price applicable to the reduced quantity of goods actually delivered at the moment of cancellation.

## **10. Payment**

Payment of both products or services may be either anticipated, in which case the customer shall pay the whole quantity before delivery, or deferred payment, in which case it will be required prior approval of SCP/SINTERSA finance director.

Payment shall be done according what stated in the order acknowledgement and in case of breach, insolvency law will rule, allowing SCP/SINTERSA to initiate a judicial claim.

Payment of orders placed via online shop will be done with any of the following credit cards at the moment of submitting the order: VISA, AMERICAN EXPRESS, MASTER CARD.

In cases where the order has been entirely paid but, for different reasons, it cannot be total or partially supplied, the amount corresponding to the price of products not delivered will be considered as cancelled and the corresponding quantity will be reimbursed in buyer bank account or in the account associated to the credit card used for paying the order.

Except when the payment is done entirely in cash, the total price will not be considered paid until the check or any other payment method provided by the buyer has been collected.

If the buyer fails to make payment when due, the contract will be cancelled at the seller request. If the seller fails to deliver the goods, the contract will be cancelled at the buyer request.

## **11. Intellectual and industrial property rights**

The products offered to sale at the web site are protected by the rules of intellectual and industrial property and had been object of the corresponding patents, registered trademarks, registered designs, copyright, font design and any other right. SCP/SINTERSA owns the entirely copyright of the catalogues shown at the web site and their total or partial reproduction is strictly forbidden without the prior written approval from SCP/SINTERSA.

## **12. Privacy policy**

SCP/SINTERSA, located in C/Marqués de Monteagudo, 24, 28028, Madrid, Spain, owns the data base created with the personal data supplied by the users and those collected through the web [www.scp-sa.es](http://www.scp-sa.es) , in order to exercise its legitimate rights

Pursuant to Organic Law 15/1999 on Personal Data Protection, of 13 of December, SCP/SINTERSA is committed to maintain its obligation of secrecy of all personal data and its duty of treating them with confidentiality, to this effects, SCP/SINTERSA will adopt all necessary measures to avoid their modification, lost, non authorised treatment or access.

By accepting and consenting this privacy policy, the buyer expressly consents that the personal data supplied to SCP/SINTERSA will be stored in an automated file owned by SCP/SINTERSA in order to have him informed about news, products, services or special offers related to SCP/SINTERSA. The buyer expressly consents as well that any member of the company staff may store and use that personal data for providing him any service. In case that information shall be passed onto third parties in order to grant necessary services for the ordinary performance of SCP/SINTERSA, it shall be strictly done according Article 12 of Organic Law 15/1999 on Personal Data Protection

The Buyer or supplier may exercise its right to access, rectify, cancel or oppose the handling of its own personal data by writing to SCP/SINTERSA at the above mentioned address or by email at the following address: [info@scp-sa.es](mailto:info@scp-sa.es).

### **13. Confidentiality**

Both parties commit themselves, mutual and reciprocally, during and after the validity of their business relationship, to keep strictly confidential all information handled in the process of present commercial relationship, including prices or systems they may have access to. This obligation of confidentiality has unlimited character.

### **14. Applicable laws and jurisdiction**

Present conditions of sale are ruled by their own clauses, and for those cases not foreseen in them, by the Spanish laws. Both parties agree that in case of controversy, conflict, dispute or discrepancy, question or claim resulting from the execution or interpretation of present sales conditions or related to them, direct or indirectly, they will go to the Courts of Madrid, expressly renouncing to whatsoever jurisdiction that may correspond them.