



General terms of sale

The best of TIC with a
human touch



INDEX

1.	Purpose and scope of application	3
2.	Shipment-Installation-Acceptance	3
3.	Price-Payment terms.....	5
4.	Warranty-Maintenance.....	5
5.	AXIANS Liability	6
6.	Cancellation of order-Delivery postponement.....	7
7.	Transfer of title	7
8.	Force majeure	7
9.	Export.....	8
10.	Confidentiality and data protection	8
11.	General.....	9

1. Purpose and scope of application

These General Terms of Sale are applicable to the sales of equipment (whether including software or not) and services performed by AXIANS. The contracts signed between AXIANS and the customer will be governed by their own provisions, if any, by the sale terms included in AXIANS' Offer and by these General Terms of Sale. In the event of contradiction among the various documents that constitute the contractual relationship, the order of prevalence will be firstly, the sales terms included in the Offer sent by AXIANS to the customer; secondly, the provisions, if any, of the contract signed between the parties and thirdly, these General Terms of Sale. All sales contracts will be presumed to have been made in Madrid. In the case of the existence of software or firmware in the equipment, the meaning of the terms "purchase" or "sale" should be understood as "license to use" this software or firmware. For the purposes of this document, the customer will be understood as an entity that obtains the equipment or software exclusively for its internal use. Therefore, any entity that redistributes, distributes, licenses, rents or leases equipment or software to third parties in the normal course of its business is excluded (this exclusion also applies to any third-party providing facilities management services or subcontracting, where equipment or software is to be used to provide some or all of those services).

2. Shipment-Installation-Acceptance

2.1. AXIANS will send the equipment to the delivery addresses and within the deadlines stipulated in the sales terms defined in the Offer submitted by AXIANS to the customer.

2.2. At the request of the customer, AXIANS will carry out the installation of the equipment. "Basic installation and start-up" mean the physical installation and start-up of the equipment "on site", during business hours from 9 a.m. to 14 p.m. and from 15.00 p.m. to 18.15. p.m., including "plug & play" configuration and adjustment and "ping" connectivity tests. If the "basic Installation and start-up" service is not included in the price, this installation will be invoiced to the customer in accordance with the provisions of the Offer. Activities not described in point 2.1 above will be considered "advanced installation and configuration". That is, advanced installation of the equipment "on site", during business or non-business hours, advanced configuration of different IP networks, physical, VPN, Routing, QoS, Voice Integration, etc. Integration with third parties (existing electronics, operators, telephone switchboards, etc.), installation requirements by phase or stages. The "advanced installation and configuration" will be invoiced as a separate service from the "basic installation and start-up". The place and date of installation must be reflected in the Offer. Additional costs incurred by AXIANS, due to modifications by the customer of the installation place and date, will be invoiced separately. The customer will designate a contact person responsible for providing AXIANS' personnel all information necessary for the proper execution of the installation, and who will also be present during the installation.

2.3. By default, only the cables provided by the manufacturer together with the equipment or those others explicitly included in the Offer will be included in the installation. If more cables are required at the time of installation, the additional costs will be invoiced separately to the customer.

2.4. The customer will verify, at least two days before the date of installation, that its facilities and infrastructure are in suitable condition for the installation of the equipment. This means that the necessary telephone lines, ISDN, frame relay, etc. have been checked and that they reach the place where the equipment will be installed; the customer must ensure that all the peripheral equipment necessary for connectivity is available. The customer will also verify that there is sufficient and suitable access to the physical space, and that security is guaranteed. It will also ensure that the installation can be carried out in optimal temperature conditions and that there are enough electrical outlets, adapted to the Spanish standards. All these guidelines will be sent to the customer on request. If the conditions described in this point are not known at the time of the installation by AXIANS, the customer will be invoiced for all additional interventions and travel expenses incurred. If the causes that make the installation of the equipment impossible persist, AXIANS may choose to cancel the contract without prejudice to the corresponding claim for the expenses incurred by AXIANS.

2.5. Delivery and installation dates are estimated and AXIANS will not be responsible for any damages or penalties arising from these delays.

2.6. Once the equipment is delivered, the customer must sign the delivery note stating that the equipment was received correctly. In addition, in those cases where the equipment is installed by AXIANS, the customer at the end of the installation must sign an acceptance document stating that the installation has been carried out correctly.

2.7. If the customer does not sign the acceptance document, it will be assumed that the installation carried out by AXIANS has been executed correctly, unless the customer notifies AXIANS in writing to the contrary within seven days after the installation has been carried out.

2.8. When the equipment is delivered, the customer must verify that the equipment has not suffered any damage from the transport. In the event of damage, this must be noted on the delivery document and AXIANS must be notified within a maximum of three days. Failure to report the incident within the stipulated period will result in loss of the right to indemnification in favours of the customer, as well as the obligation of AXIANS to replace the damaged equipment at its expense with other equipment that is identical or performs the same functions, with the same quality as the damaged equipment, except the delivery is done under EXWORKS incoterm.

2.9. The equipment boxes will be made available to the customer for reuse. If the customer chooses to dispose them, AXIANS will deposit them in the containers made available by the customer or, whenever the distance allows it, in those made available by the city hall. If neither of the above options are possible, they will be deposited where indicated by the customer.

2.10. Under no circumstances will AXIANS accept returns of equipment that has been delivered to the customer.

2.11. Any claim related with the services provided by AXIANS can be notified to the following email address: atencioncliente@axians.es.

3. Price-Payment terms

3.1. The prices will be those specified in AXIANS's Offer. The VAT or any other tax, mandatory at the date of the invoice, will be paid by the customer.

3.2. The total amount of the invoices issued by AXIANS will be paid 30 days after the date of issue, unless otherwise agreed in the Offer.

3.3. Payment will be made by bank transfer to the AXIANS current account that will appear on the invoices, without prejudice to the fact that AXIANS may establish another form of payment in the Offer. In no case a setoff will be accepted.

3.4. Failure to pay invoices on the due date will generate an interest of 1.5% per month. AXIANS is entitled to claim all expenses incurred until the total collection of the due invoices.

3.5. AXIANS reserves the right to suspend deliveries in the event of unjustified non-payment of the amounts owed by the customer. This suspension will not be considered a breach of the contract by AXIANS.

3.6. The delivery terms are EX WORKS (as defined by INCOTERMS 2020) from AXIANS's facilities. The customer agrees to pay the shipping and insurance costs. The customer is responsible for all customs duties and formalities.

4. Warranty-Maintenance

4.1. By signing a maintenance contract with AXIANS, the customer can request services for the maintenance of the equipment, during and after the warranty period. AXIANS will not be obliged to provide free maintenance for the equipment sold. AXIANS will not assume any responsibility for maintenance if the customer does not provide the data and information requested by AXIANS.

4.2. The warranty period is six months for equipment and three months for software, unless otherwise agreed in the Offer. The warranty period starts from shipment date.

4.3. Hidden defects or faults in the equipment must be notified by email to AXIANS within 5 working days of the discovery of the defect. AXIANS has the right to choose between repairing the defective equipment or replacing it, partially or completely. The customer has no right to claim any damages to AXIANS under the warranty service.

4.4. The aforesaid warranty does not apply if the malfunctioning of the equipment is due to the fault or negligence or improper use by the customer or third parties. The warranty will not be applicable when the defects are caused by the customer's electrical installation, by the quality of the electrical lines, by breakdowns in equipment not belonging to AXIANS, or due to any accidental cause or force majeure, such as fire, floods, storms, building collapse, etc. The guarantee will also not be valid if the equipment or software has been manipulated or modified by the customer and/or third parties, or if it has been incorporated into other equipment or software, unless these conditions have been agreed in the Offer.

4.5. AXIANS guarantees that the equipment will function substantially in accordance with the documentation published by the manufacturer of the equipment according to the technical proposal provided by AXIANS. However, if it is determined that the equipment does not perform substantially in accordance with such documentation or technical proposal, AXIANS's sole responsibility will be to make all reasonable efforts, consistent with industry standards, and applying reasonable care and skill to remedy any material defects under the conditions described above. In no event will AXIANS assume any warranties in addition to those provided by the manufacturer.

4.6. The warranties described herein are in lieu of all others, express or implied, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality and fitness for a particular purpose.

5. AXIANS Liability

5.1. The contractual and non-contractual liability of AXIANS (including for serious and intentional misconduct by both AXIANS employees and subcontractors) will be limited to an amount equivalent to the sale price, with a maximum of 150,254 euros. This maximum amount will be the total compensation for the damage suffered and in no event will be considered as a penalty.

5.2. AXIANS will not be liable in any case for indirect damages, such as financial or commercial damages, loss of production, profits, or information. It is the customer's sole responsibility to protect its information and to have the necessary backups in place.

5.3. If backup lines are used and generate cost based on traffic carried or time spent, uncontrolled use thereof can lead to high communication costs. It will be the customer's responsibility to take appropriate measures for the proper use of the backup. AXIANS has no control over this use and disclaims any obligation in relation thereto. AXIANS disclaims any liability with respect to calls that use Dial on Demand Routing (DDR) that, for any reason, generate calls to the remote router.

5.4. Any claim for indemnification must be sent to AXIANS within eight calendar days after the occurrence of the duly documented damage. This claim must be sent to AXIANS by a means that provides proof of delivery (bureau fax, registered mail, etc.).

5.5. The party's liability in case of death or personal injury will be unlimited.

6. Cancellation of order-Delivery postponement

6.1. AXIANS reserves the right to accept or reject an order cancellation. In case of cancellation, the customer will pay to AXIANS all the cancellation costs, such as services and products of third parties. The cancellation of the order will not be valid in any case when AXIANS has totally or partially carried out the shipment of the equipment (that is, from the moment the goods have been delivered to the carrier) or has started to provide the service contracted to the customer.

6.2. If the delivery of the equipment is postponed for a period longer than one month with respect to the period agreed between the parties, either on the formal request of the customer or due to the customer's failure to comply with the obligations set out in this document or in the Offer, AXIANS will be entitled to install the equipment elsewhere and to demand a prepayment of 50% of the total sale price for granting the postponement. The request of postponed must be made in writing at least eight working days before the agreed shipment date, to be valid. If the shipment is postponed, the parties will agree a new delivery date.

6.3. The total period of postponement will not exceed six months from the initially agreed delivery date. If the six months period is exceeded, AXIANS is entitled to claim damages for 50% of the value of the equipment.

6.4. Furthermore, if for reasons beyond AXIANS's control, either on the formal request of the customer or due to the customer's failure to comply with the obligations set out in this document or in the Offer, AXIANS need to store the equipment for a period longer than one calendar month, AXIANS will be entitled to invoice the amount incurred corresponding to management and storage costs.

7. Transfer of title

7.1. The equipment sent will remain the property of AXIANS until the customer pays the order.

7.2. The customer agrees not to sell or transfer the equipment until ownership is transferred from AXIANS to the customer. The customer will immediately report in writing any complaints received from third parties about the equipment.

7.3. Any patent rights, copyrights, trademarks, trade secrets or any other intellectual property or proprietary information contained or reflected in the equipment, or any copies or modifications thereof, will remain the property of AXIANS.

8. Force majeure

8.1. Force majeure means any unforeseen or exceptional event that meets the following conditions: (a) It is beyond the control of the Party invoking the Force Majeure event (b) It could not have been foreseen by such Party prior to the order formalization, regardless of the precautionary measures taken (c) It has occurred after the order formalization without such Party

having the opportunity to avoid it (d) It is not directly attributable to the other Party (e) It temporarily or permanently prevents such Party from performing its contractual obligations.

8.2. For example, and without limitation, the following shall be considered Force Majeure events: (a) Natural disasters such as earthquakes, hurricanes, typhoons, or volcanic eruptions (b) Pandemics, public health emergencies of international importance, such as COVID-19 or an outbreak of this disease, wars, terrorist acts, revolutions, insurrections, coups d'état, riots, strikes, ionizing radiation or radioactive contamination, unless they can be attributed to the use of ammunition, explosives, radiation or radioactivity by one of the parties (c) Any contractual breach which root cause it is a cyber - attack or a sabotage due to an third party activity, and which affects AXIANS business.

8.3. Notwithstanding the provisions of this clause, events of Force Majeure shall not affect the obligation of either Party to make payments to the other Party.

8.4. In the event of an event of Force Majeure, the following circumstances shall apply: (i) The Party affected by the Force Majeure event shall inform the other Party as soon as possible and shall take the necessary measures to mitigate or limit its consequences (ii) If the performance of the contractual obligations is temporarily impossible, their performance shall be suspended (iii) The Period of performance of the contractual obligations shall be extended for a period equivalent to the duration of the Force Majeure event or for such other time as may be necessary to enable performance (iv) Neither Party may claim compensation to the other under these circumstances, such claim being expressly waived.

9. Export

The equipment will not be re-exported without the approval of the local authorities and/or the country of origin of the equipment.

10. Confidentiality and data protection

The customer agrees not to disclose, transfer, provide or make available, in any form or manner, the confidential information received from AXIANS. It will be shared only with its own employees or other persons whose knowledge is required. This obligation will remain even after the termination of the relationship. In accordance with the applicable data protection legislation, we inform you that your personal data will be included in an automated file under the responsibility of AXIANS, with the aim of carrying out marketing work and being able to meet the commitments arising from the commercial relationship, for the duration thereof or as provided for by law. The data will not be transferred to third parties, except in cases of legal obligation. You can exercise your rights of access, cancellation, rectification, opposition, portability, and suppression (A.R.C.O.P.S.), sending an email to lopd@axians.es.

AXIANS privacy policy is available in: <https://www.axians.es/es/politica-de-privacidad/>.

11. General

11.1. The documentation delivery is only valid at our registered office: Calle Quintanavides 15, Edificio 2, Planta 3, Parque Empresarial Via Norte, 28050 Madrid. The parties undertake to give notice in writing of any possible change in the company's corporate and/or business address. In the absence of this notification all documents and communications will be considered valid at the last address communicated.

11.2. The parties acknowledge and agree that these General Terms of Sale, together with the Offer and the contract, if any, signed between the parties constitute the entire contractual framework agreement between them, and replace any previous commitments or communications regarding the content of this agreement.

11.3. The Group's code of ethics and anti-corruption, together with the VINCI Guide to Human Rights are available at <https://www.vinci-energies.es/es/sostenibilidad/etica/>

11.4. The Parties undertake to maintain, throughout the term of the Agreement, an adequate system of organization and management for the prevention of criminal offenses, in accordance with the provisions of Article 31 bis of the Spanish Criminal Code, or any equivalent applicable regulation, and aligned with internationally recognized compliance. Such system shall include appropriate supervision, monitoring, and control measures aimed at preventing or significantly reducing the risk of criminal offenses being committed by their directors, officers, employees, or persons under their authority.

11.5. The parties will comply with the legislation applicable to the country where its business is carried out. In concrete, will comply with the equality legislation.

The parties will direct any claim related to the enforcement and interpretation of this contract to the courts of the city of Madrid.

11.6. These General Terms of Sale are subject to the Spanish law.