AWSensors
Scientific Technology

SALES TERMS AND CONDITIONS

Index

1. Definitions

1.1 "Buyer" means the entity to which Seller is providing Products or Services under the Contract.

1.2 "Seller" or "AWSensors" indistinctly means the company providing Products or performing Services under the Contract.

1.3 "Contract" means the purchase order signed by Buyer and accepted by Seller in writing for the sale of Products or Services together with these Terms and Conditions, the agreed scope of work and seller's order confirmation. The conclusion of the contract implies the acceptance of the Terms and Conditions. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

1.4 "Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

1.5 "Services" means the services Seller has agreed to perform for Buyer under the Contract.

1.6 "Terms and conditions" means these "Terms and Conditions for Sale of Products and Services, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing. If AWSensors and the Buyer have entered into a distribution agreement, governing the terms on which the Buyer will distribute products of AWSensors, the provisions of the Distribution Agreement will prevail over these conditions to the extent of any inconsistency.

2. Validity of the contract

2.1 The validity of AWSensors offer is one (1) month from the date of its issuing unless stated otherwise in the specific conditions written in the offer.

2.2 The minimum amount of any order is 200 € excluding duties, tax and shipping charges. A 45 € handling fee will be charged in orders of lower amounts.

2.3 No order issued by the Buyer shall be binding for AWSensors unless in writing on Buyer's purchase order form and after AWSensors written acceptance by an specific Sales Order Confirmation.

2.4 To be binding any variation between the order and the offer must be formally accepted in writing by AWSensors.

3. Effective Date

3.1 The Contract shall come into force on the day of its signature by both Parties or at any time before by mutual written agreement of the Parties.

4. Prices of the Products

4.1 Quoted prices and payments shall be made in Euros unless stated otherwise in the specific conditions.

4.2 Prices are exclusive of VAT or any applicable sales, excise, import or Custom duties.

4.3 Prices shall include where applicable freight charges and insurance charges.

4.4 Prices are exclusive of any packaging imposed by the Buyer.

4.5 AWSensors shall have the right to increase its prices of Services or Products in proportion with insurance according to the final destination of the Products.

5. Terms of payment

5.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts within thirty (30) days from the invoice date except for other conditions stated at the contract and agreed by Seller and Buyer.

5.2 Payment of the Price for the Products shall be made by the Buyer upon order by Swift bank transfer or by irrevocable and confirmed documentary credit payable.

5.3 Partial deliveries can lead to the corresponding invoice.

5.4 Any invoiced amount which is not paid when due shall bear an interest equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation plus ten percentage points.

5.5 AWSensors reserves the right to exercise any of its lawful remedies if the Buyer does not make payments when due. The Buyer shall promptly reimburse AWSensors for all costs and expenses, including attorneys' fees incurred by AWSensors in collecting sums due it hereunder. Should the Buyer delay payment, AWSensors may change the terms of payment for future deliveries.

6. Delivery – Transport

6.1 All delivery dates are estimated only and the time of delivery shall not be of the essence of the Contract.

6.2 In no circumstances shall AWSensors be liable to compensate the Buyer in damages or otherwise for late delivery or non-delivery of the Products or any of them or for any loss consequential or otherwise arising there from.

6.3 Notwithstanding the delivery, the property of the Products shall not be transferred to the Buyer until full payment of their price. AWSensors may claim title to the Products for which a single term of payment has not been paid by the Buyer.

6.4 The Products shall be delivered ex-works AWSensors headquarters located at Valencia (Spain) according to the Incoterms 2010 (ICC Publication N° 715EF), unless otherwise expressly agreed upon between AWSensors and Buyer.

6.5 Risk or loss shall pass to Buyer upon delivery pursuant to section 7.3. The Buyer shall bear all the costs and risks of transportation of the Products.

6.6 If any Products to be delivered under the Contract or if any equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer the following apply: a) title and risk of loss immediately pass to Buyer, it they have not already passed, and delivery shall be deemed to have occurred; b) any amounts otherwise payable to Seller upon delivery or shipment shall be due; c) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and d) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

6.7 If repair services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

6.8 The time for delivery proposed or accepted by AWSensors is counted from the reception by AWSensors of the acceptance by the Buyer of the conditions of the order. In the case of a documentary credit, the time for delivery is counted from the notification to AWSensors by the advising bank of a valid and correctly established documentary credit.

6.9 Any claim on the delivered Products must be made in writing within one (1) week from delivery. Partial deliveries are allowed.

7. Software

7.1 Some Products are sold with associated software which is the property of AWSensors and is protected by law.

7.2 The Buyer has the right to use the software in accordance with the instruction manual and user guide provided by AWSensors with the Products.

7.3 The Buyer commits:

7.3.1 to protect the software of any disclosure or any use which would breach a relating license or the present terms and conditions of sale;

7.3.2 to destroy or to restore to AWSensors replaced software, according to AWSensors's instructions;

7.3.3 not to reproduce the software, nor to copy, to translate, to adapt, to change or to modify all or any part of the software.

7.4 Source codes shall not be handed to the Buyer.

8. Force majeure

8.1 AWSensors shall not be liable, directly or indirectly, for any delay or failure in performance of any obligation under the Contract, including any delivery obligation, where such delay or failure arises or results from a cause beyond AWSensors' reasonable control, or beyond the reasonable control of AWSensor' suppliers or contractors, including, but not limited to strike, boycott or other labor disputes, embargo, governmental regulation, inability or delay in obtaining materials, acts of God, war, earthquake, fire, or flood..

9. Warranty and limitation on warranty

9.1 AWSensors warrants the Products conform to AWSensors' specifications and free from any defect in material and workmanship for a period of 12 months from their delivery, except the software and software related services that are warranted for ninety (90) days.

9.2 AWsensors' obligation under this warranty shall be limited to repair or exchange (at Seller's option) of the Products or parts thereof which are shown to AWSensors' reasonable satisfaction to have proved defective under the conditions of this article.

9.3 The warranty does not apply :

9.3.1 to the accessories and consumables sold by AWSensors;

9.3.2 to Products that are been operated without following the Manuals provided by AWSensors;

9.3.3 to repairs and replacements resulting from normal wear of the Products, lack of care, improper use of the Products, materials supplied or design requested by the Buyer or the customer;

9.3.4 if AWSensors determines that a problem is caused during or as a result of shipment or relocation;

9.3.5 if AWSensors' serial number has been removed or defaced from the Product;

9.3.6 if a problem arises from or is based on AWsensors' compliance with Buyer's specifications.if the Buyer has opened or dismantled the Product.

9.4 AWSensors makes no other warranty, express or implied, to the Buyer, and the Buyer shall make no warranty with respect to the Products on behalf of AWSensors.

9.5 WARRANTIES HEREIN SET FORTH SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.6 AWSensors shall not be liable for damages resulting from the lack of advice or warning or from improper or wrong advice or warning given by the Buyer to its employees/customers (e.g. operation instructions not given to), or from modifications brought to the Products without AWSensors' agreement

10. Return policy of products under warranty

10.1 Product shall be returned to its original packaging and must be clean, i.e. exempt from any chemical or radioactive product.

10.2 No Product shall be returned to AWSensors by the Buyer without the prior written authorization of AWSensors called Return Material Authorization (RMA).

10.3 Buyer shall bear the costs of access for Seller's remedial warranty efforts, de-installation, re-installation and transportation of defective Products to Seller and back to Buyer.

10.4 AWSensors warrants the repair done on the returned Product during three months. This is not an extension of the warranty specified in article 12.

11. After warranty

11.1 No product shall be returned before the sending by AWSensors of a quotation and its written acceptance by the Buyer.

12. Termination

12.1 In the event the Buyer fails to accomplish the terms of payment set on section 6, Seller shall within fifteen (15) days of such failure give written notice by registered mail concerning the delinquency. The Buyer must make full payment within fifteen (15) days after receipt of such notice, failure of which will result in termination of the contract.

12.2 Upon such termination, AWSensors shall have the right to require from the Buyer that he immediately returns the Products. The Buyer shall hold AWSensors free and harmless there from.

13. Intellectual property rights

13.1 AWSensors shall retain ownership of its studies, models, patterns, drawings and other documents.

13.2 The Buyer shall not modify, copy or communicate to any third party the transmitted materials nor use them for another purpose than the use of the Products.

13.3 The Buyer shall respect the third party's intellectual property rights.

14. Channels of communication

14.1 Any communication, notification or request shall be deemed to have been duly transmitted if delivered by courier, first class mail, e-mail or facsimile by either party to the other at the appropriate address or facsimile number as the parties shall have indicated to each other in writing.

15. Liability

15.1 In no event shall AWSensors be liable to the Buyer for consequential, indirect or incidental damages. AWSensors specifically disclaims any liability arising from representations or warranties made by the Buyer to any customer.

15.2 Seller also disclaims any liability for damages resulting of use of Products by a person who has not attended AWSensors training when such training is required to use the Products.

15.3 AWSensors shall not be liable for advice or assistance that is not required for the work scope under the Contract

16. Subcontracting

16.1 AWSensors is allowed to sub-contract part of the contract to sub-contractors.

17. Governing law and dispute resolution

17.1 This Contract is governed by Spanish law.