1. ONE. Payment for the Merchandise

1.1 The method used to price the agreed in the Sales Offer (hereafter, the "Offer") shall be as follows:

1.1.1 The Purchaser shall pay the % stipulated in the Offer of the Total Price of the Merchandise forming the subject of the Contract. When any sales taxes or similar taxes are payable on the date on which the Contract is signed, by way of a downward payment in confirmation of the Contract.

1.1.2 The Purchaser shall pay the remaining % of the price of each batch of Merchandise agreed in the Contract, plus the agreed V.A.T. on the date on which the corresponding portion of the Merchandise is delivered. If any sales taxes are payable on the date on which the Contract is signed, by way of a downward payment in confirmation of this.

1.1.3 The Purchaser shall make the aforementioned payments by depositing the amount in the current account number reflected in the Offer, held by the Supplier, or, where applicable, in any other account that the Supplier notifies to the Purchaser in advance.

1.2 Once the Purchaser has paid the Supplier the price of the batch of Merchandise in full, as provided for in this General Condition One, the Supplier shall issue the relevant final invoice for the total cost of the batch of Merchandise in question, and send it to the Purchaser’s address or email.

2. TWO. Transfer of risk

2.1 In the event of an accident or loss to the Merchandise shall be transferred to the Purchaser according to the Incoterms and conditions of any accident or damage to the Merchandise or the consequences of this.

3. THREE. Delivery and Placement of the Merchandise at the Purchaser’s Disposal

3.1 The Delivery and Placement of the Merchandise shall be understood to have occurred according to the Incoterms published by the International Chamber of Commerce of Paris as specified in the Offer, being applicable in any case its latest version at the time of conclusion the Contract, and at the address indicated to this end in the Offer.

3.2 The Supplier’s obligation to deliver the Merchandise to the Purchaser shall be understood to have been met, in all cases, from the moment that the Placement of the Merchandise at the Purchaser’s Disposal has occurred, pursuant to the terms of this General Condition Three, regardless of whether the Purchaser accepts or refuses to accept the said Merchandise.

3.3 In the event that the Purchaser fails to pay the agreed price in the Contract for any of the batches of Merchandise in the manner set out in these General Terms and Conditions, the Supplier shall not be obliged to deliver the said batch of Merchandise to the Purchaser or any other batches whose delivery is contractually scheduled at a later time, until the Purchaser has paid the said price or any other amount owed to the Supplier, in which case it shall be entitled to sell the said Merchandise, without including in the aforementioned cases, the Supplier being not liable for the effects of this.

3.4. If, after the Placement of the Merchandise at the Purchaser’s Disposal under the terms of this General Condition Three, the Purchaser does not take receipt of the Merchandise for reasons that cannot be attributed to the Supplier, the Supplier shall not be liable for any consequential loss or damage to the Merchandise or any other risk that the Purchaser could have avoided if it had taken delivery of the Merchandise in question for each day that receipt is delayed. The Supplier may also consign the Merchandise to the courts, at the Purchaser’s disposal and expense, and the Supplier shall thus be released from any duty of custody or safeguarding for the said Merchandise.

4. FOUR. Termination of the Contract due to a breach by the Purchaser

4.1 The Purchaser shall purchase all the goods set forth above and make the payments accordingly. The Contract cannot be cancelled. Therefore, if the Purchaser fails to make the agreed payments, the Purchaser shall pay liquidated damages amounting at least 100% of the total price of the order.

4.2 The Purchaser’s serious or repeated breach of any of the obligations assumed under the Contract and, in particular, its failure to pay for and take receipt of the Merchandise, shall entitle the Supplier to terminate the Contract.

4.3 The Purchaser’s breach shall be all cases as serious as when the Supplier has sent the Purchaser a demand requiring it to remedy its contractual breach and the said breach is not remedied within seven (7) days following the date of the said demand. In the event of non-payment of the said demand within said period or the Supplier’s willingness to terminate the Contract in the event of the Purchaser’s failure to comply with its obligations under the Contract.

4.4 In the event of the Contract’s termination under the terms of this General Clause Four, the Purchaser shall reimburse the Supplier for all the costs and expenses incurred by the Supplier due to the breach of the Contract, as well as for the total cost of the order. In the case of late payment, the Supplier retains the right of liquidating the merchant to a third party.

5. FIVE. Return Policy

5.1 PRONSO shall not replace or refund any Merchandise for any reason, unless the Merchandise does not conform to the terms of the contract (please see section 6).

5.2 As stated in section 7, the manufacturer may agree to a replace or a refund of the Merchandise, as determined under the manufacturer’s warranty.

6. SIX. Delivery of Merchandise that does not conform to the terms of the Contract

6.1 It shall be considered that the Merchandise supplied does not conform to the terms of the Contract when it is not in line with the characteristics set out in the technical specifications for the said Merchandise available on request.

6.2 The Purchaser is obliged to examine the Merchandise at the moment at which it receives it.

6.3 In the event of external or obvious faults or defects on delivery, the Purchaser shall clearly state on the delivery note the existence of these faults or defects. The said form must include the nature and description of the faults or defects.

6.4. The Purchaser shall conduct an open-package inspection and shall notify the Supplier in writing of any evident deficiency, omission, damage or non-compliance in the Merchandise supplied no later than five (5) days from delivery.

6.5 The Supplier shall be responsible for all the costs and expenses incurred by the Supplier due to the breach of the Contract, as well as for the total cost of the order. In the case of late payment, the Supplier retains the right of liquidating the merchant to a third party.

6.6 Remedies that may be sought from the Supplier due to the non-compliance of the Merchandise:

6.6.1 The Supplier shall replace or repair any Merchandise that does not comply with the characteristics set out in the technical specifications for the said Merchandise available on request.

6.6.2 The Purchaser shall not be liable for claims for damages against the customer, or for malfunction, delays, loss of profit, loss of production, loss of opportunity to sign contracts with third parties or for any other form of direct or indirect damage resulting from contractual breaches by the Supplier.

7. TEN. Reserved ownership

7.1 In the event that, by way of exception, the Supplier decides to deliver a batch of the Merchandise to the Purchaser during the Contract, the Supplier shall not have previously paid the said price in full, the said goods shall be transferred to the Purchaser only if the said goods are delivered to the Purchaser subject to reserved ownership of all the Merchandise included in the said batch until the Purchaser has paid the relevant price in full.

7.2 In the event of an attachment, requisition, seizure or any other procedure or circumstance that may potentially have an effect on the Merchandise ownership or a Purchaser’s loss of possession of Merchandise that belongs to the Supplier under the terms of this General Condition Nine, the Purchaser shall inform the Supplier of this circumstance without delay, and it shall also notify the third party connected with the procedure or circumstance that may potentially have an effect on the ownership or loss of possession of Merchandise regarding the reserved ownership of the Merchandise.

11. ELEVEN. Assignment of the Contract

11.1 The rights and obligations of the Purchaser or the Supplier may not transfer or assign the rights and obligations arising from the Contract, under any title, without the Supplier’s prior written consent.

11.2 The Supplier may assign its position under the Contract to any company belonging to its corporate group, though this does not mean that the Purchaser must inform of the Purchaser of any such assignment in order for the assignment to be enforceable vis-a-vis the Purchaser.

12. TWELVE. Duty of Confidentiality

12.1 The Supplier and the Purchaser shall treat as strictly confidential all the information to which they gain access as a result of this Agreement, as well as any information obtained from third parties which are known to them, both as regards the existence and contents of the Contract and the documents to which it refers, and (ii) as regards any negotiations relating to the Contract or the documents to which it refers.

12.2 Furthermore, the Parties hereby undertake that their managers, employees and advisers shall comply with the contents of this General Condition Eleven.

13. THIRTEEN. Protection of personal data

13.1 In compliance with the contents of Spanish Personal Data Protection Act 15 of 13 December 1999, and Royal Decree 1720/2007, the Parties hereby undertake that the data referred to in the Contract and the documents to which it refers, shall be processed in the ways indicated in the present Agreement, for the resolution of any dispute that may arise in relation to the Contract, and they thus waive any other jurisdictional paragraph, the Buyer and the Supplier shall agree, by entering into a written contract, the terms and conditions relating to the provision of such additional services.

14. FOURTEEN. Notifications and demands between the parties

14.1 Any notification or demand sent by the Supplier to the Purchaser or vice versa in relation to the Contract must be made in writing and sent to the addresses respectively set out in the preamble to the Offer or, where applicable, to the address indicated by the Supplier;

15. FIFTEEN. Modification of the Contract

15.1 Any modification to the Contract must be made in writing and signed by both the Supplier and the Purchaser in order to be regarded as validly made.

16. SIXTEEN. Provision of accessory services by the Supplier

16.1 The Contractor may provide at additional costs and in respect of the regulated system products, services, either on the basis of the purchaser's requirements, or for the performance of any work or tasks, according to the terms agreed with the Contractor.

17. EVENTEEN. Applicable law and jurisdiction

17.1 Applicable Law. The Contract shall be governed and interpreted in accordance with Spanish law.

17.2 Jurisdiction. In the event that the Purchaser’s registered office is in a country other than Spain, the Purchaser and the Supplier herein submit expressly to the courts and tribunals of the place in which the Supplier has its registered office for the resolution of any dispute that may arise in relation to the Contract, and they thus waive any other jurisdictional right to which they may be entitled in law.

18. EIGHTEEN. Force Majeure

18.1 “Force Majeure” shall mean all events which are beyond the control of the Parties, and which are unforeseen, unpreventable and unavoidable, and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, floods, fire, war, strikes, riots, acts of governments, or any other Instances which cannot be foreseen, prevented or avoided. The Parties shall not be held liable under this paragraph, the Buyer and the Supplier shall agree, by entering into a written contract, the terms and conditions relating to the provision of such additional services.

19. NINETEEN. Export Controls; Availability; Laws

19.1 Export controls under the laws, regulations and/or directives of the United States and various other countries. The Parties must comply with such laws and regulations and not export, re-export or transfer the Merchandise to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations, permits and/or licenses.

19.2 Due to government regulations and product availability, not all goods sold by the Supplier may be available in every area.

19.3 The Supplier hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of the Merchandise. For purposes hereof, “Laws” means any international, national, state, local or other law, statute, code, ordinance, rule, regulation, administrative law, dispensation, order, practice, procedure, convention, rule, customs, codes, ordinances, rules, regulations, requirements, standards, policies or guidance having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.