

## General terms and conditions of sale

SUNFER ESTRUCTURAS S.L.Unipersonal, hereinafter SUNFER, with N.I.F B96915855, registered in the Mercantile Registry of VALENCIA and registered office in Camino de la Dula 46687 ALBALAT DE LA RIBERA, reports that the realization of any order implies that the CUSTOMER has read and accepted these conditions of sale.

### VALIDITY OF PRICES AND OFFERS

The period of validity of the offers will be for the month in question, according to the tariffs in force. All offers are valid from the 1st to the 30th/31st of each month, regardless of the date on which they are issued.

The prices specified both in the RRP Tariff and in the offers themselves will always be valid except for typographical errors and until the update and subsequent sending, always in writing, of new rates, both products and transport.

SUNFER, after checking stock, reserves the right to accept or decline the purchase order sent by the CUSTOMER, confirming in case of being accepted the expected delivery time.

We also reserve the right to set a credit limit for each client, subject to approval by Credit and Suretyship Insurance, and to subordinate deliveries on the basis of this limit and/or the presentation of a sufficient payment guarantee.

In case of total or partial non-payment of an invoice at the due date, this situation will be notified to the insurance company Credit and Suretyship Insurance to which SUNFER is attached. In the same way, we will be entitled to suspend or cancel the pending deliveries to the Client as long as the overdue invoice is not paid, or to require the advance payment of any new order.

### OFFERS OF TAILOR-MADE PROJECTS

In order for SUNFER to be able to make the corresponding offer, the CUSTOMER must provide the documentation required by the Technical-Commercial Department. This documentation is compiled in the different forms.

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Tel. +34 96 249 23 22

[www.sunferenergy.com](http://www.sunferenergy.com)

Under the provisions of Article 13 of the RGPD 2016/679 of 27 April 2016 and Article 11 of the Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, you are informed that your personal data will be stored and processed in the processing activity called CUSTOMERS/SUPPLIERS owned by SUNFER ESTRUCTURAS, S.L.U. in order to carry out the comprehensive management of the service requested. You can exercise at any time your rights of Access, rectification, opposition, deletion and/or portability of your personal data by writing SUNFER ESTRUCTURAS S.L.U., Camino de la Dula s/n, Albalat de la Ribera (46687) Valencia, accompanied by a photocopy of your ID card.

If the CUSTOMER does not specify the location and the characteristics of the site where the installation will be carried out, as well as other technical data of interest required by SUNFER, the offer will be made according to the standard technical data sheets. Together with the economic offer, a Report will be provided, which includes general data of the installation, implementation plan of the modules with the different products offered, technical data sheets, support assembly plans, certificates, Guarantee Document, etc.

The projects, certificates, project management and administrative procedures to legalise the installations shall be at the expense and risk of the CUSTOMER.

Acceptance of the offer implies acceptance of the plans associated with it, which detail the materials and qualities of the products offered, not including any items other than those mentioned therein.

The intellectual property of any drawing or document associated to a file belongs exclusively to SUNFER, being totally forbidden the use of these documents for installations outside this file. Otherwise, we reserve the right to take any legal action we deem appropriate to safeguard our rights.

### **FORMULATION OF ORDERS**

The CLIENT will send the orders in writing to the following e-mail [pedidos@sunferenergy.com](mailto:pedidos@sunferenergy.com), specifying the type of products, quantity, as well as the SUNFER reference. The acceptance of the purchase order will be confirmed by e-mail within a maximum period of 24 hours after receiving the order. Without this confirmation it will be understood that the order has not been processed.

Once an order has been accepted, the CUSTOMER will not be able to make total or partial cancellations of the order, nor product or quantity modifications, without prior authorization from SUNFER.

### **INCIDENTS**

Any incident detected in the quality of the material as well as in the quantity, type of product, etc. should be notified via the following e-mail as soon as possible in order to correct the error.

**[atencionalcliente@sunferenergy.com](mailto:atencionalcliente@sunferenergy.com)**

With regard to the incidences that include damages produced by the different agencies of transport, they will have to be notified by the same way in a maximum term of three (3) working days from the reception of the order.



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Once the request has been received, SUNFER will require all the necessary information and photographs to examine in detail the possible cause of this non-conformity.

If the incident is accepted, the replacement of the material will be processed without any cost for the CUSTOMER and as quickly as possible.

## CONDITIONS OF RETURN

The following are the return conditions:

- The product must be in its original packaging, in perfect condition and with all its accessories.
- The price of delivery transport, reflected in our invoice, will not be paid.
- Transport and associated costs, to make the return to the SUNFER facilities, will be borne by the customer.
- Returns will always be made at the address of SUNFER (Camino de la Dula s/n 46687 Albalat de la Ribera (Valencia)).
- Once the material is received in our warehouse and checked by the corresponding staff, the refund will be made by the same method of payment that the order was made.
- We reserve the right to review the material and apply, in the event that it arrives in poor condition, the corresponding depreciation, as well as the review and processing costs associated with the return.
- In the event that the material arrives in poor condition and cannot be reused, we can only pay the amount for scrap taking into account the weight and market price.
- The customer will have 10 working days from the reception of the material in our facilities to decide whether to take back the goods or to receive the corresponding payment for scrap. After this time, if no response is received, the material will be discarded and the corresponding credit note will be processed.
- The deadline for sending the material, once the authorization document has been sent, is 10 working days from the date the document was generated and sent.
- No return will be accepted if it is not included with the goods, the return document provided by SUNFER, which includes an associated number (All material received without this document will be rejected).



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\*We reserve the right not to accept returns of discontinued material.

\*\*Non-standard products made to measure are excluded.

**The return whose term is less than 15 working days, will not have any additional conditions to the previous ones.**

**In the event that the return exceeds 15 days from receipt of the order, it will be necessary to take into account the following conditions:**

- The maximum period for returns is 1 calendar year from receipt of the order.
- At the time of return, if the sale price is lower compared to the price at the time of purchase, the amount to be returned will be the lower price.
- If the amount of the order to be returned is less than 3.000€ (net), 90% of the amount of the material will be paid, the remaining 10% will be for handling, packaging and other administrative procedures derived from the return.
- If the amount of the order to be returned is more than 3.000€ (net), it will be necessary to process a compensation order for the same amount or more. Once the compensation order has been processed, the refund payment will be processed.

## TRANSPORT AND DELIVERY TIMES

SUNFER will apply the shipping costs reflected in the PVP Tariff, always reserving the right to make changes in the agencies we work with the sole purpose of providing the best service in each delivery.

The products will be delivered to the address indicated by the CUSTOMER, as long as the transport company considers that the address is suitable for unloading. It will be an essential condition that the CUSTOMER has means of unloading at destination, and in the eventual case that this is not the case and are requested to the logistics company or SUNFER directly before placing the order, these costs will be borne exclusively by the CUSTOMER.



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All the products are sent in perfect condition, for this reason it is essential that the transport company is notified of any nonconformity (holes, traces of crushing, etc.). The reception of the material without any type of reservation noted on the delivery note cannot be taken into account.

Subsequently to the delivery of the material THE CLIENT will have to examine the products as soon as possible, to verify its conformity. In case of disagreement with the material received must reach SUNFER, within a maximum period of three (3) working days any kind of claim associated with the transport company that has made the delivery.

If the claim of the CUSTOMER is justified and received on time, SUNFER will have only and exclusively the obligation to replace the defective products by others that replace them, but will not be liable for any damages or losses that may arise for the CUSTOMER of the delay or non-delivery of compliant products, in particular loss of profits, production losses or profits.

As can happen with any shipment, it is possible to suffer delays or that the product is lost by the different transport agencies. In such a case, SUNFER will open an incident in this regard when material has been lost, if after 24 hours after notification to the transport agency the material is still undelivered, it will be replaced at no cost to the CUSTOMER.

Regarding delays, although the transport is managed by SUNFER and there is an obligation to respond by these companies, being external services, we decline any responsibility for delivery times, especially when they are due to external causes, such as weather, strikes or force majeure.

## PRODUCT WARRANTY

See Warranty Document.



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