

“FESIA TECHNOLOGY S.L.”
GENERAL TERMS AND CONDITIONS OF SALE

1. PURPOSE

- 1.1. The purpose of these General Terms and Conditions of Sale (hereinafter, referred to as the **“General Conditions of Sale”**) is to standardize contracts for products sold by FESIA TECHNOLOGY S.L. (hereinafter, referred to as **“FESIA”**) via any of the available means for achieving this. To this effect, contracting for FESIA products implies the automatic acceptance of these General Conditions of Sale, the customer (hereinafter, referred to as the **“CUSTOMER”**) declaring that it is familiar with and accepts all the terms that FESIA has explained and referred to throughout the contracting procedure, and which are incorporated as a reference in the Particular Conditions sent to the CUSTOMER.
- 1.2. These General Conditions of Sale are applicable to CUSTOMERS with direct relation with FESIA and not applicable to FESIA’s partners’ or distributors’ customers.
- 1.3. Any modifications of or deviations from the General Conditions of Sales shall be agreed in writing.

2. SPECIAL CONDITIONS

- 2.1. If FESIA and the CUSTOMER should individually negotiate any particular conditions that differ from these General Conditions of Sale, such particular conditions are to be expressly included beforehand and in writing so that they are fully valid and effective in any contract for FESIA’s products (hereinafter, referred to as the **“Particular Conditions”**).
- 2.2. These General Conditions of Sale shall apply when they do not contradict the Particular Conditions and when used for the correct interpretation of the Particular Conditions.
- 2.3. Should the CUSTOMER make a direct purchase (without prior request for a quotation), the terms and conditions of these General Conditions of Sale shall equally apply. If the CUSTOMER has its own contractual conditions, it expressly waives their applicability.

3. APPLICATION AND PURCHASE PROCEDURE

- 3.1. These General Conditions of Sale shall govern every contract made by FESIA in connection with the supply or sale of the goods and/or services (hereinafter, referred to as the **“PRODUCTS”**). FESIA will manufacture and sell and the CUSTOMER shall purchase the PRODUCTS in accordance with the purchase order (hereinafter, referred to as the **“Purchase Order”**) submitted by the CUSTOMER in writing to the following FESIA’s email: info@fesia.net or by telephone order in the following number +34 943 47 83 99. In any case, the Purchase Order will be subject to the email sent by FESIA with the quotation of the PRODUCTS, which will be considered as an order acknowledgement, in accordance in either case to these General Conditions of Sale. In default of FESIA’s written agreement expressly overriding any or all of these General Conditions of Sale:

- 3.1.1. No other terms or conditions howsoever arising whether express or implied, or whether contained in any order or otherwise implied by custom, practice or course of dealing, shall govern or affect any contract;
- 3.1.2. CUSTOMER's Purchase Order of the PRODUCTS issued by the CUSTOMER to FESIA by email or by telephone order shall (without prejudice to Clause 3.1.3 or any other manner, in which acceptance of these General Conditions of Sale may be evidenced) constitute complete and unqualified acceptance of these General Conditions of Sale;
- 3.1.3. The parties agree that the CUSTOMER will pay the purchase price (hereinafter, referred to as "**Purchase Price**") submitted by FESIA in writing or any other mutually agreed form of communication (eg. email) as consideration of the quotation of the PRODUCTS. Notwithstanding the above, FESIA reserves the right to withdraw or revise a quotation at any time before the order acknowledgement in accordance with Clause 4.
- 3.1.4. The acceptance of a CUSTOMER's Purchase Order shall be effective only where such order acknowledgment is in writing or any other mutually agreed form of communication, (e.g. email) and shall expire within sixty (60) days after the date of the issuance of the quotation unless otherwise agreed in writing by FESIA. To these effects, CUSTOMERS' Purchase Orders shall become binding on FESIA upon receipt by CUSTOMER of FESIA's written quotation of the PRODUCTS, which will be considered as an order acknowledgement ("**Order Acknowledgment**").
- 3.1.5. No representation purporting to be made by FESIA or on its behalf in respect of or in connection with the PRODUCTS shall bind FESIA or become a term of any contract with the CUSTOMER and in any case FESIA shall be under liability to the CUSTOMER in respect thereof. In the event that CUSTOMER wishes to rely upon any representation made by FESIA or FESIA'S behalf, the CUSTOMER must make an express agreement in writing with FESIA in that respect.

4. PRICE AND PAYMENT CONDITIONS

- 4.1. The price and terms of payment for the PRODUCTS ordered are as contained in the quotation issued to the CUSTOMER by FESIA (hereinafter, the "**Quotation**"), or in the absence of a valid Quotation, FESIA's list price for the PRODUCTS in force at any time which will be acknowledge by the CUSTOMER previously to the shipment of the Purchase Order.
- 4.2. Unless otherwise specified in the Particular Conditions or if by mistake or omission in the Quotation the method of payment is not indicated, the applicable payment term shall be advanced payment.
- 4.3. FESIA's Quotations will be valid for a period of sixty (60) days upon receipt by the CUSTOMER of the Quotation, unless otherwise agreed by FESIA in writing. In case of not paying the indicated Quotation in such term, FESIAs's Quotation shall become invalid.
- 4.4. No discount, set-off or allowance may be made unless specially agreed in writing by FESIA.

- 4.5. If CUSTOMER fails to comply with the terms of payment without prejudice to FESIA's other rights, FESIA reserves the right to discontinue forthwith the provision to the CUSTOMER of any further PRODUCTS whatsoever under any contracts then existing between FESIA and the CUSTOMER without any liability whatsoever on behalf of FESIA. Upon discontinuance and before acceptance of repudiation of a contract, FESIA shall be entitled to make a charge payable forthwith for that part of the cost of any contract already incurred by FESIA together with the full profit which would have been obtained less the scrap value of any retained PRODUCT.
- 4.6. Enforceable withholding taxes or tributes shall be applied to the Quotation, when appropriate, in accordance with the applicable law, including the corresponding value added tax.
- 4.7. In case of the method of payment agreed by FESIA and the CUSTOMER is by the issuance of an invoice, as indicated in the corresponding Quotation, the invoice shall be paid no later than thirty (30) days upon receipt by the CUSTOMER of the Quotation. The payment of the Purchase Price shall be fulfilled by bank transfer to the account stated in the Quotation submitted by FESIA to the CUSTOMER.
- 4.8. Non-payment of an invoice shall be considered a fundamental breach of the contract and will cause all outstanding invoices to fall due immediately. Unpaid amounts accrue interest at a monthly rate of 1.5%, which will be charged to the CUSTOMER together with all recovery costs.

5. DELIVERY

- 5.1. Once the Purchase Price has been duly paid by the CUSTOMER and FESIA has received the Purchase Price in its bank account, the PRODUCTS will be delivered by FESIA in the method determined in the Quotation.
- 5.2. Unless otherwise specified in the Particular Conditions, the delivery shall be deemed "Ex-works" (Incoterms 2010) in FESIA's facilities.
- 5.3. If, after thirty (30) calendar days following the PRODUCTS being made available, the CUSTOMER has not collected them, the PRODUCTS will be kept on FESIA's premises and the CUSTOMER will be charged a daily delay penalty of ONE (1) per cent of the net amount of the Purchase Order. In the event of a delay of more than ninety (90) calendar days, FESIA may choose between demanding the performance of the contract or its cancellation, and in both cases demand penalties, interest and/or compensation, if applicable.
- 5.4. The risks of fortuitous loss or deterioration inherent in the delivery of the PRODUCTS shall pass to the CUSTOMER immediately upon its delivery to the carrier if the applicable method is Ex-works. Therefore, the transfer of risk shall take place, for all sales whatever their destination, at the time the PRODUCTS is handed over or leaves FESIA's facility, irrespective of any terms of sale or payment of the costs of carriage, except for Purchase Orders which refer explicitly to Incoterms that otherwise define the transfer of risk, in which case the rules of those Incoterms prevailing at the time of the sale shall apply.
- 5.5. Any risks suffered by the PRODUCTS at the time the PRODUCTS is handed over or leaves FESIA's facility will be the exclusive responsibility of the CUSTOMER, except for

Purchase Orders which refer explicitly to Incoterms that otherwise define the transfer of risk.

- 5.6. Unsuccessful delivery due to CUSTOMER's absence, incorrect or incomplete address, rejection of the PRODUCTS, non-reception of the PRODUCTS on the date requested by the CUSTOMER, or any other circumstances outside of the control of FESIA, shall be CUSTOMER's responsibility, and any return expenses, or expenses arising as a consequence of second or successive deliveries, or storage, where applicable, will be borne by the CUSTOMER.
- 5.7. Unless the date and time of the collection or deliver of the PRODUCTS in FESIA's facilities has been guaranteed by FESIA in writing and CUSTOMER has suffered loss as a result of our delay in the delivery for FESIA's delay and provided that there is a written agreement whereby FESIA will be liable for liquidated damages, all liability on behalf of FESIA for failure to deliver on time is hereby expressly excluded in all cases. Should the delivery of any service to be carried out by FESIA be hindered or delayed by CUSTOMER, its servants or agents, whether directly or indirectly, any loss or damage caused to FESIA shall be reimbursed by CUSTOMER and shall constitute an increase in the Purchase Price of the PRODUCTS.
- 5.8. In addition, and unless otherwise agreed in the Particular Conditions, the PRODUCTS shall be packed in hard case, in conformity with FESIA's usual practice for the transport involved. Costs for special packing at the request of the CUSTOMER are not included in the Purchase Price and shall be paid by the CUSTOMER.
- 5.9. It shall be the responsibility of the CUSTOMER to verify upon reception the quality, quantity and condition of the PRODUCTS and its conformity to the shipping documents.

6. DELIVERY DEADLINES

- 6.1. The delivery period for each Purchase Order is as shown in the Quotation submitted to the CUSTOMER. The period for delivery shall commence on the date on which the Purchase Price has been paid by the CUSTOMER, unless otherwise specified in the Particular Conditions.
- 6.2. At all events, the delivery period for FESIA PRODUCTS is approximate and may vary owing to justifiable circumstances beyond FESIA's control, that will be duly communicated to the CUSTOMER for information purposes. The delivery period may not exceed thirty (30) calendar days in excess of the delivery period initially envisaged.
- 6.3. The CUSTOMER may request partial deliveries which, once invoiced by FESIA, must be paid for regardless of the date of subsequent deliveries.

7. AMENDMENTS

Purchase Orders cannot be amended, in part or in full, by the CUSTOMER without FESIA's prior written consent to the amendment. At all events, the costs incurred by the amendment, in part or in full, are exclusively chargeable to the CUSTOMER. For its part, FESIA reserves the right to make changes without prior notice to its PRODUCTS provided no loss of quality is entailed.

8. RETURNS

- 8.1. The CUSTOMER has a period of thirty (30) days from delivery of the PRODUCTS being made available to examine them, after which, if the CUSTOMER has not made any formal complaint, the CUSTOMER is deemed to have received them to its entire satisfaction.
- 8.2. Once effective delivery of the PRODUCTS has taken place and in the event that the CUSTOMER considers returning the PRODUCTS, it must request prior, express authorization in writing from FESIA. The PRODUCTS to be returned must be unused, in their original packaging and in no way damaged or modified, etc.
- 8.3. The return of electrodes is not accepted unless cases covered by warranty claims.
- 8.4. In the event that FESIA accepts the return request, the following rules apply:
 - (i) If the period for returning is less than thirty (30) calendar days from the issuance of the invoice, no penalty is charged.
 - (ii) If the period for returning is equal to or greater than thirty (30) calendar days from the issuance of the invoice, a charge of 15% on the net amount of the invoice will be imposed.
 - (iii) In no case will returns be accepted if the period is equal to or greater than ninety (90) calendar days after the invoice date or in the case of special Purchase Orders.

9. DEMONSTRATION DEVICES

- 9.1. In the event that FESIA supplies the CUSTOMER with a device on a trial basis, the latter must return it within a maximum time frame of thirty (30) calendar days from the date of the delivery note, in the same state in which it was delivered by FESIA. Otherwise, it is deemed that the CUSTOMER has tacitly accepted the Purchase Order, and FESIA will issue the relevant invoice, according to clause 4.7.
- 9.2. Electrodes are not supplied under demo or testing conditions and are an item that has to be requested through the corresponding Purchase Order.

10. COMMERCIAL DOCUMENTATION

The characteristics, dimensions and performance of PRODUCTS shown in the commercial documentation are given for information purposes and do not have contractual force. FESIA reserves the right to amend it, in part or in full, at any time.

11. INSTRUCTIONS MANUAL

- 11.1. The CUSTOMER shall receive an Instructions Manual together with the delivery of the PRODUCTS, which must be fully adhered to. FESIA reserves the right to amend it, in part or in full, at any time (hereinafter, referred to as the “**Instructions Manual**”).
- 11.2. The original version of the respective Instructions Manual for each PRODUCT may be translated into several languages. In the event of any discrepancy between the various

original versions of this Instructions Manual, the original version in the English language will prevail. In no case will FESIA be held liable for any potential damages that may arise, directly or indirectly, from discrepancies between the English version of the Instructions Manual and a translated version.

12. WARRANTY

- 12.1. All Fesia Technology brand PRODUCTS (Fesia Walk and Fesia Grasp) shall be manufactured and submitted by FESIA with due care and in accordance with applicable statutory laws and regulations at any time.
- 12.2. FESIA shall guarantee the PRODUCTS for a period of twenty-four (24) months from the date of transfer of possession of the PRODUCTS to the CUSTOMER in compliance with the terms and conditions of this warranty under normal use and maintenance of the PRODUCTS against any manufacturing defect that affects their functionality. The international warranty covers material and manufacturing defects existing at the time of transfer of possession of the purchased PRODUCTS.
- 12.3. The CUSTOMER shall notify in writing to FESIA within forty (48) hours after the defect having been detected or when it should have been detected, and always within the previously mentioned periods. The CUSTOMER shall be liable to demonstrate that defects have exclusively arisen as a direct consequence of errors or lack of due diligence on the part of FESIA. If the CUSTOMER fails to notify FESIA in writing the existence of a defect within the time limits set forth in this Clause, it shall lose the right to have the defect remedied.
- 12.4. During the warranty period and by presenting the following information within forty (48) hours after the defect having been detected, the CUSTOMER will have the right to have any defect repaired free of charge:
 - Device name
 - Serial Number
 - Invoice of the purchase
- 12.5. Repairs shall be carried out at FESIA's facilities, unless otherwise accorded by the parties.
- 12.6. If repairs are improper to restore the normal conditions of use of the PRODUCTS, FESIA guarantees its replacement by an identical PRODUCT within a reasonable period of time. The warranty for the replacement ends twenty-four (24) months after the date of delivery of the PRODUCTS to be replaced.
- 12.7. The guarantee shall cover defective components as well as working hours used by FESIA's technicians to repair or replace the delivered PRODUCTS. Charges for technician transportation and accommodation shall not be covered by the guarantee.
- 12.8. If the defect of the PRODUCT could be remedied by replacement or repair of a defective part and provided that dismantling and re-installation of the part do not require special knowledge, FESIA may demand that the defective part is sent to the CUSTOMER. In such case, FESIA shall fulfill its obligations in respect of the defect when delivers the duly repaired part or a new part in replacement to the CUSTOMER.
- 12.9. This guarantee does not cover:

- the life of the battery;
- normal wear and tear and aging (e.g. scratched enclosure; alteration of the colour and/or material, such as garment, textile, or band);
- any damage on any part of the system resulting from abnormal / abusive use, lack of care, negligence, accidents (knocks, dents, crushing, broken plastic parts, etc.), incorrect use of the system and non-observance of the use of the Instructions Manual provided by FESIA;
- FESIA's systems handled by non-authorized persons (e.g. for battery replacement, services or repairs) or which has been altered in its original condition beyond FESIA's control.

12.10. Any further claim against FESIA for additional damages to the above described warranty are expressly excluded, except mandatory statutory rights the CUSTOMER may have against FESIA.

12.11. The above FESIA's warranty:

- is independent of any warranty that may be provided by the CUSTOMER's country authorized distributor, for which it carries sole responsibility;
- does not affect the CUSTOMER's rights against the distributor nor any other mandatory statutory rights the CUSTOMER may have against the distributor.

12.12. FESIA's customer service ensures the perfect maintenance of FESIA's PRODUCTS. The CUSTOMER could request attention, to the country authorized distributor or FESIA's customer service in the following email: support@fesia.net.

13. LIABILITY LIMITATION

13.1. The maximum liability of FESIA for the formation, performance or breach of the contract with the CUSTOMER, shall not exceed the price agreed in the Quotation.

13.2. The CUSTOMER shall be solely responsible and agrees to indemnify FESIA from any damage to property caused by the CUSTOMER whilst the PRODUCTS are in CUSTOMER's possession. Therefore, if the CUSTOMER incurs liability towards any third party for such damage to property, the CUSTOMER shall indemnify, defend and hold FESIA harmless.

13.3. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing.

13.4. FESIA shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of CUSTOMER's affiliates or collaborator for any of the foregoing types of damages.

14. DISPOSAL OF EQUIPMENT AND ACCESSORIES

At the end of the useful life of the PRODUCTS, the CUSTOMER shall follow local regulations for disposal or recycling of FESIA's PRODUCTS, equipment and accessories.

15. RESERVATION OF TITLE

- 15.1. FESIA reserves title to the property of the PRODUCTS that are delivered to the CUSTOMER until payment in full of the price of the PRODUCTS and of all incidentals. FESIA's Order Acknowledgement of the Purchase Order does not constitute transfer of entitlement to ownership until full payment is made. Therefore, should the CUSTOMER breach payment conditions, FESIA may directly take possession of the PRODUCTS by removing them from the place where they are located.
- 15.2. All expenses and damages arising from breach of this reservation of title will be charged to the CUSTOMER.
- 15.3. As a consequence of this reservation of title, the CUSTOMER undertakes not to negotiate any charge or lien on the PRODUCTS, and to state to third parties intending to freeze or seize them that they are the exclusive property of FESIA, accredited by presenting this contract. Should confiscation proceedings nevertheless be carried out, the requirement must be made for such circumstances to be recorded in a statement setting out what has been said and taking note of the aforementioned contract. FESIA must be notified of all this immediately so that it can proceed to defend its rights.

16. FORCE MAJEURE

- 16.1. FESIA will not be liable for any breach of duty under this General Conditions of Sale, when it is caused by force majeure, such as flood, earthquake and other natural disasters, wars, rebellions, sabotage, threats, blackmail or extortion, blockades, embargoes, strikes, lockouts arising from social unrest, pandemics and also the actions and omissions of Governments, and any other events that may be regarded as force majeure as defined in article 1.105 of the Civil Code.
- 16.2. If a force majeure event occurs, FESIA shall inform the CUSTOMER in writing within a period of seventy-two (72) hours from the time of occurrence supplying supporting documents to prove that this is a case of force majeure.
- 16.3. Upon occurrence of a force majeure event FESIA and the CUSTOMER will jointly decide on the measures to be taken. If the force majeure situation continues for more than ninety (90) calendar days without both parties reaching an alternative agreement, either of them may terminate the contract without penalty.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

Any and all techniques, processes, methodologies, formulas, designs, sketches, shapes/moulds, visual or simulated representations, examples, sample dossiers, drawings, plans, photos, specifications, patents, brands, service brands, copyrights, rights over drawings, inventions, industrial secrets, know-how or any other information which implies intellectual or industrial ownership, as well as the technical documentation, engineering information, procedures, plans, drawings, "software", etc., incorporated or relating to the FESIA's PRODUCTS, will remain the exclusive property of FESIA, and in no case may it be assumed that any type of licence over them has been implicitly assigned.

18. CONFIDENTIALITY

- 18.1. The CUSTOMER undertakes to not disclose any documents, data, technical knowledge or any other information it has received from FESIA (notified in writing, verbally, electronically or by other means, either directly or indirectly) (hereinafter, referred to as **Confidential Information**) to third parties unless it has prior written consent from FESIA, and to use this Confidential Information exclusively for the purposes envisaged in these General Conditions of Sale. The CUSTOMER undertakes to provide the Confidential Information solely to employees who require it and who are subject to the confidentiality obligation.
- 18.2. The parties, including, amongst others, their affiliated entities, owners, managers and employees, may not use or disseminate commercial secrets or other types of Confidential Information, or allow their use or dissemination by third parties, or make any declarations or issue information bulletins regarding the transactions which apply in these General Conditions of Sale for any purpose other than fulfilment of the obligations set out therein without prior written consent from the party which disseminates the Confidential Information. This obligation shall remain valid for a period of ten (10) years following the delivery of the PRODUCTS.

19. VALIDITY AND AMENDMENT

Acceptance of these General Conditions of Sale is necessary and indispensable for a valid and effective contract with FESIA, which reserves the right to amend them at any time, in part or in full, and those in force will be considered as those agreed at the time of their acceptance when the CUSTOMER submitted the corresponding Purchase Order. In any case, the aforementioned amendments will not have retroactive effects on PRODUCTS previously contracted for.

20. PERSONAL DATA PROTECTION

For the treatment, electronically or otherwise, of the personal data of any party for any purpose, and for the transfer of those data to other companies or people, each party undertakes to comply with the applicable regulations in Personal Data Protection, including the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (GDPR) and the Spanish Organic Act 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD).

21. NOTIFICATIONS

All notices and communications may be delivered personally or by electronic email or *burofax* with acknowledgement of receipt, to the addresses indicated by each of the parties on the signing of the agreement or thereafter.

22. NULLITY OR ANNULLABILITY

If any of the clauses, or any part thereof, making up these General Contractual Conditions are declared null, invalid or ineffective, this shall not affect the validity or effectiveness of the remaining clauses which will continue to be binding on the parties. Should either of the parties waive their right to demand at any time the performance of any of the agreements contained herein, this will not imply a general waiver nor will it create any acquired right in favour of the other party.

23. APPLICABLE LAW AND JURISDICTION

This General Conditions of Sale shall be governed by the laws of Spain. The parties expressly waive their right to their own jurisdictions and expressly agree to submit to the exclusive jurisdiction of the courts of the city of San Sebastian for the resolution of any dispute or disagreements arising out of this contract.