



Suministradora de Ascensores SAU
Cl Vapor, 68-76
08212 Sant Llorenç Savall

General Terms and Conditions of Sale of Suministradora de Ascensores SAU (hereinafter, SUMASA)

1. Purpose of the Conditions

These Conditions govern the commercial relationship between the CUSTOMER and SUMINISTRADORA DE ASCENSORES SAU (hereinafter, "SUMASA") regarding the purchase of products and services contracted by the CUSTOMER from SUMASA.

For clarification purposes, any reference in these General Terms and Conditions of Sale (hereinafter, the "Conditions") to transport shall be understood to apply exclusively to product purchases and not to services.

2. Orders

(i) All supplies and services provided by SUMASA are subject to the conditions set forth below.

(ii) As SUMASA is a manufacturer and sells its products and services exclusively to professionals in the sector, all sales transactions carried out by SUMASA shall be considered commercial in nature. Therefore, in all matters not regulated by the conditions set forth herein, the Spanish Commercial Code and other applicable commercial regulations shall apply, depending on the type of product or service involved.

(iii) Any provisions in any CUSTOMER order that differ from these Conditions are expressly rejected. Such provisions shall not be binding on SUMASA unless they have been agreed and signed in writing by both parties.

(iv) The sale is formalized when SUMASA accepts the order by sending the corresponding Order Confirmation, either by fax or by email, according to the CUSTOMER's preference.

(v) The submission of an order by the CUSTOMER does not constitute a contract, even if SUMASA has previously issued an offer. Any additional agreement and any subsequent modification requested by the CUSTOMER must be confirmed and shall not take effect until expressly accepted in writing by SUMASA.

(vi) SUMASA reserves the right to modify the manufacturing of its products and to change their technical data and performance parameters, provided that such modifications correspond to technical progress.

(vii) SUMASA shall announce any changes or product discontinuations in its catalogue on the SUMASA website (www.e-sumasa.com) with sufficient advance notice.



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3. Offers

- (i) All offers are made on the basis that the total quantity offered is ordered; otherwise, SUMASA reserves the right to revise the offer.
- (ii) The goods and services offered in our online store do not constitute an offer to enter into a contract; they are merely an invitation to place an order.
- (iii) By placing such an order, the CUSTOMER requests the conclusion of a purchase contract.
- (iv) The CUSTOMER will receive an order confirmation upon receipt of their order.

4. Price

- (i) SUMASA makes updated product pricing information available to all its customers through the SUMASA website and reserves the right to modify the stated prices at any time without prior individual notice, always subject to any provisions set out in a specific agreement with the CUSTOMER.
- (v) In the case of orders with a total net material value below EUR 90 (before taxes), SUMASA shall apply a handling surcharge to increase the value up to that amount.
- (vi) The prices indicated in the SUMASA price list do not include transport, insurance, installation, or taxes.
- (vii) SUMASA guarantees the price stated in an offer until the expiry date indicated therein.
- (viii) Costs related to integrated packaging waste management systems shall be borne by the CUSTOMER. For this purpose, the CUSTOMER must comply with the obligations set out in Law 11/1997 of April 24 on packaging and packaging waste, or any regulation that replaces it or may be applicable. Should SUMASA, in accordance with such regulations, be required to carry out actions aimed at reducing the environmental impact of packaging and the management of packaging waste throughout its lifecycle, it may pass on the costs arising from compliance with these obligations to the CUSTOMER, who accepts this by agreeing to these Conditions.

5. Payment Conditions

- (i) Payment of the invoiced amount must be made within a maximum of 30 days from the invoice date, unless other terms are specified in the invoice itself. If delivery of the products cannot be carried out or is delayed due to the CUSTOMER, payment must be made within 30 days from the scheduled delivery date as if no such impediment or delay had occurred.
- (ii) SUMASA reserves the right to charge interest and collection costs on any outstanding invoice not paid by the agreed due date, in accordance with Articles 5 to 8



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of Law 3/2004 of December 29 on combating late payment in commercial transactions, as well as Law 15/2010 of July 5, which amends the aforementioned Law 3/2004.

(iii) If the CUSTOMER fails to pay by the agreed due date, SUMASA may suspend pending deliveries.

(iv) In the event of early termination of the contract for any reason, the CUSTOMER shall be obliged to immediately pay for all work carried out and products supplied, as well as any damages incurred by SUMASA.

(v) SUMASA reserves the right to charge the CUSTOMER for handling, packaging, and transport costs if products are returned without any breach on the part of SUMASA.

6. Credit Limit.

The credit limit shall be set by SUMASA based on the credit rating assigned at any given time by the insurance company engaged by SUMASA or, failing that, based on commercial reports obtained by SUMASA from rating agencies such as Axesor or elnforma.

If the CUSTOMER's outstanding balance exceeds the credit limit, SUMASA reserves the right to withhold the supply of materials.

7. Delivery Time

(i) The supply of products may be carried out in several deliveries, unless the CUSTOMER has specifically requested a single delivery and this has been accepted by SUMASA.

(ii) SUMASA undertakes to comply with all delivery deadlines agreed with the CUSTOMER; however, these may be modified by SUMASA due to production or stock reasons, in which case SUMASA shall notify the CUSTOMER as soon as possible.

(iii) The CUSTOMER acknowledges and accepts this situation, which shall not give rise to any right to claim penalties or to terminate the contract.

8. Transport

(i) Transport costs are not included in the product prices and shall be borne by the CUSTOMER.

(ii) Once the supplied materials leave SUMASA's warehouses, SUMASA shall not be responsible for them or for the duration of their transport. SUMASA does not accept liability for losses due to packaging, non-visible damage, delivery errors, discrepancies, or total or partial loss of deliveries unless such issues are notified to SUMASA in writing in a reliable manner within four days following delivery, and subject to prior inspection by SUMASA.

(iii) If, at the time of delivery, visible damage to the packaging or the product is detected, the CUSTOMER must record this on the delivery document signed with the carrier; otherwise, no claims will be accepted on this basis.



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(iv) If shipment or delivery is delayed at the CUSTOMER's request for more than one month from the date the material was available, storage costs may be charged to the CUSTOMER until final delivery.

9. Quality and Performance Warranty

(i) SUMASA products are covered by a 12-month warranty from the date of receipt, as evidenced by the delivery note.

(ii) If the CUSTOMER detects defective products, they must notify SUMASA within a maximum period of thirty days from receipt, in writing and in a reliable manner, specifying at least the product reference and a brief description of the defect.

(iii) Once SUMASA has confirmed the existence of defective products, they will be repaired or replaced, at SUMASA's discretion, free of charge, provided this occurs within the stated warranty period. Products subject to wear and tear are excluded from this warranty.

(iv) Repaired products shall have the same warranty period, although liability shall be limited to the repaired parts/functions.

(v) If, after inspection, a product is found not to be defective or the defect is determined to be unrelated to the product itself, it will be returned to the CUSTOMER with transport costs charged.

(vi) Technical information and documentation for current SUMASA products may be downloaded by the CUSTOMER from the SUMASA website or requested from our technical department.

(vii) This warranty shall not apply if the CUSTOMER or a third party has carried out modifications, repairs, or any manipulation of the supplied products.

10. Return of Products

(i) The return of non-defective goods is generally not accepted. However, in special cases, returns may be accepted as an exception, always subject to prior approval by SUMASA, which will assign a return number that must be indicated at the time of return.

In such cases, a handling and administrative fee of 35% of the value of the goods will be applied.

(ii) Defective material at the time of receipt:

a) If the material is defective, a return request must be submitted so that SUMASA can assign an incident number. Once the incident number has been assigned, the goods must be sent to SUMASA with their original packaging, manuals, and accessories, and with the corresponding incident number clearly visible on the outside of the packaging.

b) Defective material under warranty: In the case of defective material within the warranty period, warranty processing will be accepted. Original packaging, manuals, or accessories will not be required. Once an incident number has been assigned, the product must be sent to



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SUMASA within a maximum period of 7 days. The incident number must be clearly indicated on the outside of the packaging. After these 7 days, the incident number will be cancelled.

(iii) SUMASA may accept returns of products from the CUSTOMER provided that the following criteria are met:

- a) Due to handling costs, returns will only be accepted when the net value of all returned material exceeds €90.
- b) Only standard and configurable products may be returned; custom-made products and spare parts are not accepted.
- c) Returns will only be accepted within three months from the receipt of the product, understood as the date of the Delivery Note issued by SUMASA.
- d) When requesting a return, the SUMASA Order number and/or Delivery Note number and/or Invoice number under which the product was purchased must be indicated.
- (iv) Provided that the acceptance criteria are met, SUMASA will send the CUSTOMER a document specifying the products and quantities to be returned, as well as the general return conditions. The CUSTOMER must include this document with the returned material.
- (v) Transport costs for returning products to SUMASA shall, in all cases, be borne by the CUSTOMER.
- (vi) In cases where, upon receipt of the returned product, it is verified that the acceptance criteria are not met, SUMASA will inform the CUSTOMER and request confirmation either to return the product at the CUSTOMER's expense or to proceed with its disposal.

11. Limitation of Liability

- (i) SUMASA shall be released from any liability for losses or damages arising from factors or causes not attributable to SUMASA.
- (ii) SUMASA shall be liable for product defects provided that the CUSTOMER has notified SUMASA of such defects within the warranty periods specified above. Liability shall be limited to carrying out the necessary repairs at our facilities and/or supplying replacement goods.
- (iii) SUMASA shall not be liable for loss of profits or any other consequential damages, regardless of their cause.
- (iv) Where products are manufactured by SUMASA according to the CUSTOMER's design and/or specifications, SUMASA does not guarantee that such products are suitable for the intended use by the CUSTOMER.
- (v) In any event, SUMASA's maximum liability shall be limited to the amount of the products and/or services supplied to the CUSTOMER from which any liability may arise under these Conditions, and no additional liability shall be assumed.



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12. Intellectual and Industrial Property

(i) All content and elements of the products and the website, including but not limited to texts, drawings, trademarks (whether registered, unregistered or pending registration, including the name "SUMASA"), logos, graphics, animations, source codes, applications, or any other elements, are the property of SUMASA or its licensors. Any reproduction, transformation, distribution, public communication, or any other act of use is strictly prohibited unless expressly authorized by SUMASA. The CUSTOMER is granted only a strictly private right of use, exclusively for the purpose of using the products in accordance with these Conditions.

(ii) SUMASA reserves all rights relating to copyright, patents, trademarks, and the legal protection of registered designs in its products and equipment.

(iii) Drawings, specifications, documents, etc., attached to offers and delivered to the CUSTOMER are for the CUSTOMER's personal use only. They may not be copied, either in whole or in part, nor made available to third parties without the prior written consent of SUMASA.

(iv) In the event that the CUSTOMER is required or sued by a third party for infringement of industrial and/or intellectual property rights, for any reason, in relation to any of the products supplied by SUMASA, the CUSTOMER shall immediately notify SUMASA so that it may exercise its right of defense, and the CUSTOMER shall refrain from entering into any settlement without SUMASA's prior consent.

13. Ownership and Risk

(i) All products shall be at the CUSTOMER's risk and responsibility from the moment they are delivered to the carrier.

(ii) All products shall remain the property of SUMASA, which retains title thereto, until all outstanding amounts owed by the CUSTOMER to SUMASA have been fully paid, including the amounts corresponding to the order.

(iii) In the event that, once payment is due and has not been made by the CUSTOMER, the CUSTOMER proceeds to sell the product or part thereof to a third party, such sale shall be deemed to have been carried out by the CUSTOMER acting as a fiduciary agent of SUMASA. The CUSTOMER shall carry out such sale on behalf of SUMASA and shall account for such transactions separately, immediately transferring the proceeds obtained from such sale to SUMASA.

(iv) As stated above, until the CUSTOMER has fully paid the price and all amounts due as a result of the sale, the supplied product shall be deemed the property of SUMASA, with all inherent rights. The CUSTOMER shall act as custodian of the products and must store them separately and clearly identify them.

(v) If, upon the due date of any payment, the CUSTOMER fails to make payment, SUMASA may choose either to demand immediate payment of all amounts due (whether due or not yet due) or to terminate the contract and recover the products in the CUSTOMER's possession, without any obligation to refund amounts already received,



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which shall be retained by SUMASA as compensation for breach of contract, without prejudice to any further damages that SUMASA may claim.

(vi) If, prior to full payment of the products, the CUSTOMER becomes subject to any attachment or encumbrance affecting its assets, the CUSTOMER shall expressly state in the relevant proceedings that the products are the property of SUMASA. If, despite this, they are seized, the CUSTOMER shall facilitate SUMASA's exercise of its ownership claim, the costs of which shall be borne by the CUSTOMER.

(vii) The CUSTOMER, in addition to the specific security interest established over the products sold, shall be liable for its obligations with all its present and future assets, in accordance with the provisions of Article 1911 of the Spanish Civil Code.

14. Health and Safety at Work

It is the CUSTOMER's responsibility to ensure that the products are installed correctly and safely, in accordance with the instructions previously provided by SUMASA and in line with good commercial practice, without risk to the health or safety of persons. SUMASA shall not be held liable for any breach of this clause by the CUSTOMER.

15. Data Protection and Confidentiality

(i) SUMASA, as data controller, informs the CUSTOMER that the data provided by the CUSTOMER (whether its own data or that of its members, employees, collaborators, or persons acting on its behalf) during the purchase process or throughout the commercial relationship with SUMASA, including its CUSTOMER record, will be processed by SUMASA in accordance with these Conditions, which constitute the legal basis for such processing. Unless otherwise specifically stated, it will be necessary to provide all required data at the time of purchasing products or services. Failure to provide all necessary data may result, depending on the case, in SUMASA not processing the purchase of products or services requested by the CUSTOMER (in such cases, the CUSTOMER will not be able to complete the purchase process).

(ii) The data collected by SUMASA will be processed for the purpose of enabling the purchase of products and access to the services offered by SUMASA, including the various services available at any given time. The data will be processed strictly for the time necessary to carry out actions arising from the purchase of products or services (including warranty), and will also be retained to comply with applicable legal obligations (tax, accounting, retention of commercial contracts, etc.) to which SUMASA is subject. Furthermore, SUMASA will send communications relating to the products or services (usage advice, maintenance, product updates, etc.) so that the CUSTOMER can remain informed. Such information will be sent until the CUSTOMER unsubscribes using the mechanisms provided by SUMASA.

(iii) Except for disclosures to authorities or entities required by law or necessary for the proper execution of contractual obligations, SUMASA will not transfer data to any third party.

(iv) In accordance with applicable data protection regulations, the CUSTOMER may exercise their rights of access, rectification, erasure, restriction, and objection in relation to their personal data by sending a request by email to administracion@esumasa.com



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or by written communication addressed to SUMASA's registered office. The CUSTOMER also has the right to lodge a complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos).

(v) SUMASA guarantees that it will apply the security measures required by applicable regulations to the processing of personal data, taking into account the nature, scope, purpose, and context of the processing, in order to ensure an appropriate level of security in relation to the risk. SUMASA also guarantees that data will only be used for the purposes set out in these Conditions.

(vi) The CUSTOMER expressly accepts, both on its own behalf and on behalf of its members, employees, collaborators, or representatives, the processing of their data under these Conditions, in accordance with the stated purposes and under the terms set out in this clause. The CUSTOMER shall be responsible, where applicable, for informing the relevant persons of these processing conditions.

(vii) SUMASA guarantees the CUSTOMER that it will maintain absolute confidentiality regarding any information, document, or product belonging to the CUSTOMER that is provided within the framework of the commercial relationship.

16. Liability for External Circumstances

SUMASA shall not be held liable for the breach of any term of these Conditions if such breach is caused by circumstances beyond SUMASA's control.

17. Partial Invalidity

If any of the clauses of these Conditions is deemed null or voidable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The null or void clauses shall be replaced or supplemented by others which, being in accordance with the law, reflect the spirit and purpose of the replaced provisions..

18. Applicable Law and Jurisdiction

(i) These Conditions, both in their application and interpretation, shall be governed by Spanish law or, where applicable, the relevant regional law in accordance with current regulations.

(ii) The language shall be Spanish.

(iii) The parties undertake to resolve amicably any disputes that may arise in relation to these Conditions. Should an amicable solution not be possible and legal proceedings become necessary, both parties expressly waive any other jurisdiction that may apply and agree to submit to the jurisdiction and competence of the Courts of the city of Barcelona, Spain.