

# GENERAL TERMS OF SALE

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SUNFER ESTRUCTURAS S.L. Unipersonal (SUNFER), a single-member limited liability company, with N.I.F B96915855, recorded in the Mercantile Registry of Valencia, and with the principal place of business located at Camino de la Dula 46687 ALBALAT DE LA RIBERA, here advises that the carrying out of any and all orders supposes that the CLIENT has read and accepted the following terms and conditions of sale.

## VALIDITY OF PRICES AND QUOTES

Quotes shall be valid for the duration of the month in which they are issued, according to the current rates involved. That is to say, all quotes shall be valid from the first day until the final day (30/31) of their corresponding month, independently of the date in which they are issued.

The prices specified both in the PVP Rate and in the quotes themselves shall remain valid, except in the case of typographical error, until the written issuance of updated rates, including rates of products and transport.

SUNFER, prior to verification of stock, reserves the right to accept or decline the purchase order sent by the CLIENT, while confirming if the expected delivery date is acceptable.

Additionally, SUNFER reserves the right to assign a credit limit to each CLIENT, prior to approval pending assessments by Credito y Caución (SUNFER's insurer), and also to qualify deliveries based upon this limit and/or the presentation of a satisfactory guarantee of payment.

In the case of complete or partial nonpayment of an invoice at its due date, Credito y Caución shall be notified. Following this action, SUNFER may be authorized to suspend or cancel pending deliveries to the CLIENT while the past-due invoice remains unpaid, or to require payment in advance of any new order.

## QUOTES FOR CUSTOM ORDERS

The CLIENT must provide the documentation required by the Technical-Commercial Department so that SUNFER can carry out the corresponding quote. This documentation may consist of different available compiled Forms.

If the CLIENT does not specify the location and the characteristics of the site where installation is to be carried out, as well as other required technical

data of interest to SUNFER, the quote will be generated in accordance with standard datasheets. Together with the financial quote, a Report will also be provided which will include general installation data, an implementation plan for the solar panels with the different products quoted, technical datasheets, installation plans for panel mounts, relevant certificates, Warranty offered, etc.

The projects, certificates, work instructions, and all other project administration necessary to legalize the installations shall be at the risk and expense of the CLIENT.

Acceptance of the quote implies acceptance of the associated plans within it, which detail the materials and properties of the quoted products, and not comprising any items other than those listed.

The intellectual property of every plan and document associated with an inquiry belongs exclusively to SUNFER, making any use of these documents for installations unrelated to the initial inquiry totally prohibited. Otherwise, SUNFER reserves the right to take legal action as it believes appropriate to safeguard said property.

## **CREATION OF PURCHASE ORDERS**

The CLIENT shall submit orders in writing to the following email address; [pedidos@sunferenergy.com](mailto:pedidos@sunferenergy.com), specifying the typology, quantity, and the SUNFER reference numbers of any required products. The acceptance of the purchase order will be confirmed via email within 24 hours following receipt of the request. Without this confirmation, the purchase order will be understood to have not been processed.

Once the order has been accepted, the CLIENT cannot cancel or alter any part thereof, including modifying quantities or products, without prior authorization by SUNFER.

## **DEFECTS AND ISSUES**

Whatever issue found in either quality or quantity, type of product, etc must be reported via the following email address as soon as possible; [atencional-cliente@sunferenergy.com](mailto:atencional-cliente@sunferenergy.com), so that SUNFER can work to rectify the problem.

Issues that involve damage inflicted by a transportation agency must be reported via the same email address above within a maximum of three (3) working days from the receipt of the order.

Along with the notification, or shortly thereafter, SUNFER will require all neces-

sary information and related photographs to begin investigating the possible cause of the nonconformance. In the case of such an issue being accepted, replacement materials will be processed at no cost to the CLIENT, and with the greatest urgency possible.

## **REFUND CONDITIONS**

Whatever product ordered may be returned within a period of fifteen (15) working days from the date that the order was received. During this period, the CLIENT may return products understanding the following conditions:

1. The cost of shipping from SUNFER originally stated in the invoice will not be refunded.
2. The cost of return shipping to SUNFER will be at the cost of the CLIENT.

In the event that the return request falls outside the established return period, prior approval from SUNFER will be required in order to process the refund. Returned material is subject to a 10% withholding of value to cover handling, packaging, and administrative costs resulting from the return. The remaining 90% will be paid to the CLIENT.

It is understood that the returned products must be in good condition, equal to the state in which they were delivered.

\*We reserve the right to inspect the received material and, if it arrives in worse condition than indicated in the refund request, depreciate the value accordingly.

If a product needs to be exchanged, the same return process mentioned above must be followed, while at the same time creating a new order.

No return will be accepted if there has been no previous correspondence with SUNFER's post-sale department via the email address [atencionalcliente@sunferenergy.com](mailto:atencionalcliente@sunferenergy.com). The Product Return Form must also have been filled out and sent in, and an associated return number obtained. Any material sent to SUNFER without said return number will be rejected.

Returns must always be made directly to SUNFER facilities. Once received by the warehouse and revised by the corresponding personnel, the refund will be made by the same payment method as by which the order was paid.

Important note: Non-standard and custom products are excluded from the return process.

## **SHIPPING AND DELIVERY TIMES**

SUNFER will apply postage as indicated in the PVP Rate, always reserving the right to make changes to which delivery agencies are utilized in order to obtain the best service in every delivery.

Products will be delivered to the address indicated by the CLIENT if the delivery service determines that the address is suitable for proper and safe unloading of cargo. Delivery is dependent upon the CLIENT having available the means with which to unload at the destination. In the event that the CLIENT does not have and is not able to procure such resources, the client must request them from the delivery service or SUNFER directly, before carrying out the order. Any additional associated costs shall be borne exclusively by the CLIENT.

All products are shipped in perfect condition; for this reason it is essential that any damage to the products is reported to the shipping agency, such as holes or crushed packaging, etc. Material received without any kind of indication or note made on the delivery acknowledgement document cannot be considered for replacement.

Immediately after delivery, the CLIENT must examine all received products as quickly as is reasonable to verify their conformance with the realized order. If there exists any kind of issue with the received material related to delivery, a claim must be sent to SUNFER within a period of three (3) working days.

If the CLIENT's claim is justified and received within the specified period, SUNFER shall have the sole and exclusive obligation to replace the defective or missing products with replacements in new condition. SUNFER shall not be responsible for any damages caused to the CLIENT by the lack of or delay in delivering compliant products, in particular damages in the form of lost profits or production.

As can occur with any delivery, it is possible to experience delays or even that the product may be lost by a shipping agency. In such case, SUNFER will open a case with the shipping agency regarding when the material may have been lost. If the missing material still has not been delivered 24 hours after notifying the shipping agency of the issue, the material will be replaced at no cost to the CLIENT.

Regarding delays, although shipping may be managed by SUNFER and shipping companies have an obligation to communicate such issues, because they are third-party services, SUNFER declines any liability for delivery times, especially when there exist external factors that may influence delivery such as inclement weather, labor strikes, or force majeure.

### **Product Warranty**

See the Warranty Document.