GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale govern all sales of products manufactured and supplied by Nugar Resistor Technology, S.L. (hereinafter, "NUGAR RESISTOR"), unless otherwise expressly agreed in writing.

Placing an order implies the full acceptance of these conditions by the customer, which will prevail over any purchase or contracting proposed by the customer, unless expressly accepted in writing by NUGAR RESISTOR.

NUGAR RESISTOR reserves the right to modify these conditions at any time. The new conditions will be applicable to orders placed after being comunicated.

2. ORDERS AND ACCEPTANCE

Orders must be made in writing and clearly specify the technical characteristics, quantities, deadlines and any particular requirements requested by the customer.

Orders will only be binding on the working day after NUGAR RESISTOR has expressly confirmed acceptance of the order in writing.

Subsequent modifications requested by the customer must be accepted by NUGAR RESISTOR and may involve revisions to price, delivery time or technical conditions.

For all orders, the tolerance regarding the number of units manufactured may be up to ±5%, depending on the production method, unless otherwise notified by NUGAR RESISTOR. In the event of a scheduled order program, this tolerance—or any other specified by NUGAR RESISTOR in the case of an exception—applies to the total number of units in the program.

3. PRODUCTS AND SPECIFICATIONS

NUGAR RESISTOR manufactures the products according to its standard technical specifications or according to specific requirements agreed with the customer.

The technical specifications, dimensions, weights, finishes and any other information or detail regarding NUGAR RESISTOR products included in catalogues, website, commercial documents and those that may be accessible to the Client, are indicative and non-binding, with the exception of cases in which NUGAR RESISTOR accepts a closed specification linked to a current quotation.

NUGAR RESISTOR reserves the right to introduce technical improvements or modifications to its products, provided that they do not substantially alter their performance.

4. PRICES

The prices quoted are expressed in euros (€) and do not include VAT or any other legally applicable tax, fee or levy. (Unless otherwise specified.) Prices quoted in a currency other than the euro (€) may be subject to revision when that currency has undergone a variation in its exchange rate against the euro (€) between the date of the order and the contractual billing dates corresponding to each delivery.

Unless otherwise stated, prices do not include special packaging, transportation, insurance, certifications, tariffs, destination inspections, or expenses arising from specific customer requirements.

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The quotations will be valid for the period specified in each commercial proposal. After this period, NUGAR RESISTOR may revise the prices and conditions without the need for prior notice.

5. PAYMENT TERMS

The payment conditions will be those established in the quotation and confirmed in writing by NUGAR RESISTOR in the corresponding order confirmation.

Unless otherwise agreed, the first commercial transaction will be carried out by advance payment by bank transfer.

A delay in payment will entitle NUGAR RESISTOR to:

- Suspend pending supplies.
- Demand immediate payment of overdue amounts.
- Apply the default interest provided for in current legislation.
- Reject new orders until the situation is resolved.
- Modify the payment terms for future operations.
- Cancellation of warranties and returns.

The ownership of the products supplied will remain in the possession of NUGAR RESISTOR until the full payment of the amounts due.

6. DELIVERY TIMES

The delivery times communicated by NUGAR RESISTOR are understood to refer to the supply of the products under the conditions established in the order confirmation and provided that the customer has previously complied with all the obligations that correspond to them, especially those relating to the provision of technical documentation, necessary information and agreed payments.

Unless a binding delivery period is expressly indicated in writing, the expected delivery dates will be estimated and indicative in nature, and do not constitute a firm commitment on the part of NUGAR RESISTOR.

NUGAR RESISTOR may revise or extend the deadlines initially planned if any of the following circumstances occur:

a) Failure by the customer to provide the information, documentation or authorisations necessary for the manufacture, dispatch or availability of the products.

b) Request for technical, commercial or any other modifications by the customer that affect the initial scope of the order.

c) Delays in work, supplies or actions that must be carried out by the customer or by third parties hired by the customer and that are necessary for the execution of the order.

d) Failure by the customer to comply with any of the contractual obligations assumed, especially those related to payment terms.

e) Circumstances beyond the reasonable control of NUGAR RESISTOR that affect the manufacture, supply, transport or availability of materials and components necessary for the execution of the order.

By way of example and not limitation, logistical or transport incidents, strikes, adverse weather phenomena, fires, floods, acts of public authorities, riots, sabotage and any case of force majeure

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recognised by the applicable legislation will be considered justified causes for extending the delivery period.

In the event of delay attributable exclusively to NUGAR RESISTOR, the latter's liability will be limited to the penalties that, where appropriate, have been expressly agreed in writing between the parties in advance. In the absence of such an agreement, the Client expressly waives any claim for compensation for delay, as well as the exercise of the rescissory action provided for in article 329 of the Commercial Code.

When the supply of an order is made partially, the customer will be obliged to pay the amount corresponding to the products actually delivered, without being able to suspend or delay said payment due to the existence of pending deliveries.

7. TRANSPORT AND RECEPTION

In the event of loss, misplacement, or damage to goods during the transport of orders shipped by NUGAR RESISTOR through a partner transport agency, the agency will be liable, in accordance with the coverage and insurance conditions applicable to the shipment.

In this case, the transport agency must compensate NUGAR RESISTOR for the value of the insured merchandise. Once NUGAR RESISTOR receives the corresponding compensation amount, the order will be replaced and reshipped to the customer.

When the transport of goods is organized, contracted, or managed directly by the customer or by a transport agency designated by the customer, all risks associated with transport, including loss, misplacement, delay, or damage to the goods, will be assumed by the customer from the moment the goods are delivered to the carrier.

In such cases, any claims related to transport must be directed by the customer to the corresponding transport agency. NUGAR RESISTOR will be exempt from all liability for incidents occurring during transport once the goods has been handed over to the carrier designated by the customer.

The customer must inspect the products immediately upon receipt and report any issues or visible damage within forty-eight (48) hours. Any issues arising from transport must be noted on the carrier's delivery note.

NUGAR RESISTOR reserves the right to update shipping costs for orders with shipping included on the invoice and delivered via a partner shipping company, This also applies to the addition of extra charges resulting from deliveries with special requirements not disclosed by the customer, or from failed delivery attempts. This right is reserved until the corresponding invoice is issued.

In the event that two or more orders from the same customer are destined for the same delivery address, NUGAR RESISTOR reserves the right to group these orders into one or more packages for shipment, unless the customer has expressly requested otherwise.

8. RETURNS

No return will be accepted without prior written authorisation from NUGAR RESISTOR.

No refunds will be accepted for:

1. Products manufactured under special customer specifications.
2. Products installed, used, or modified.

Returns not covered by warranty will only be accepted if approved by the relevant department at NUGAR RESISTOR.

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Authorized returns of standard products may be subject to depreciation or overhaul and refurbishment fee.

9. WARRANTY

NUGAR RESISTOR warrants its products against manufacturing defects for a period of eighteen (18) months from the date of delivery.

The warranty covers only the repair or replacement of the defective product, at the discretion of NUGAR RESISTOR.

The warranty will not be applicable in the following cases:

1. Incorrect installation.
2. Use outside the specified conditions.
3. Electrical or thermal overloads.
4. Damage caused by external agents.
5. Handling or repair performed by unauthorized third parties and without supervision from NUGAR RESISTOR.
6. Corrosion, environmental contamination, or operating conditions incompatible with the design of the product.
7. Use of the product without direct temperature control and control of applied loads using calibrated equipment.

The warranty does not include costs of disassembly, assembly, transport, travel, loss of production, loss of profit or indirect damage of any kind. The warranty is limited to the processing of the simple replacement of the defective part or its repair by NUGAR RESISTOR.

10. COMPLIANCE AND REGULATIONS

Products manufactured by NUGAR RESISTOR comply with CE (2014/35/EU), RoHS (2011/65/EU | (EU) 2015-863), IP Directive (UNE-EN 60529:2018) regulations and are supplied in accordance with the requirements of the Directives and Regulations in force at the time of their manufacture.

When products are integrated into final equipment or systems, it will be the responsibility of the manufacturer or integrator to verify the overall regulatory compliance of the assembly.

In the event that the customer requires that NUGAR RESISTOR products comply with a specific regulation or certification not mentioned in this section, they must notify it in advance of placing the order, as it may involve extra costs or the possibility that NUGAR RESISTOR cannot certify or comply with the regulations and/or certifications requested.

11. LIMITATION OF LIABILITY

The total liability of NUGAR RESISTOR arising from any supply will be limited, in any case, to the amount actually paid by the customer for the product that is the subject of the claim.

NUGAR RESISTOR will not be liable in any case for:

1. Loss of earnings.
2. Loss of production.
3. Loss of profits.
4. Downtime costs.
5. Indirect or consequential damages.
6. Third-Party Claims.

12. GUARANTEE OF SUPPLY

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NUGAR RESISTOR maintains a sourcing policy based on multiple approved suppliers for the main raw materials used in the manufacture of its products.

This policy aims to minimize risks in the supply chain and guarantee the continuity of manufacturing of the contracted products, within normal market conditions.

However, NUGAR RESISTOR shall not be liable for delays or non-compliance arising from extraordinary circumstances affecting the global supply of raw materials, transport or essential services.

13. APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions of Sale shall be governed by and construed in accordance with Spanish law.

For any dispute arising from its interpretation or execution, the parties expressly submit to the Courts and Tribunals of Manresa, expressly waiving any other jurisdiction that may correspond to them.

These terms and conditions of sale of NUGAR RESISTOR shall take precedence over the customer's terms and conditions of purchase, even in the event that an order, purchase terms, or other differing conditions are signed, confirmed, or accepted—unless such terms are explicitly signed and accepted by Management and the relevant departments.

It is the responsibility of the interested party to request the latest version of these General Terms and Conditions of Sale. Any version published or shared via any other means may be invalid.

Best regards,

Management Department.

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