GENERAL TERMS AND CONDITIONS
Plasmatreat Iberia S.L. Madrid

1. Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

a. "**Seller**": the commercial entity supplying the products and/or providing the services upon request, currently PLASMATREAT IBERIA, S.L., with the identification details set out in the quotation, order confirmation, invoice or contractual documentation.

b. **"Buyer"**: the natural or legal person who requests, purchases or contracts the Seller's products and/or services, regardless of the channel of contract.

c. **"Parties"**: jointly, the Seller and the Buyer.

d. "Contract": the body of documents comprising (i) the Seller's quotation or commercial proposal, (ii) the order confirmation, (iii) these General Terms and Conditions, (iv) any specific terms agreed in writing, and (v) any technical annexes expressly accepted.

2. Order of precedence of documents.

In the event of any discrepancy between contractual documents, the following order of precedence shall apply:

(i) special terms agreed in writing and expressly signed/accepted;
(ii) order confirmation;
(iii) technical annexes;
(iv) the quotation; and
(v) these General Terms and Conditions.

In any event, any terms and conditions of the Buyer (purchase orders, general terms and conditions of purchase or others) shall be excluded, unless expressly accepted in writing by the Seller.

3. Incorporation, acceptance and evidence.

These General Terms and Conditions shall be deemed to have been validly incorporated into the Contract when the Buyer has had a genuine opportunity to familiarise themselves with them prior to entering into the contract and has accepted them, whether by signature, express acceptance on a durable medium, or by performing conclusive acts (including placing the order, the acceptance of the order confirmation, full or partial payment, or the receipt/use of the products), in accordance with Law 7/1998.

Where the contract is concluded by electronic means, the Seller shall take reasonable steps to ensure that the Buyer can store and reproduce these General Terms and Conditions on a durable medium.

4. General Rules.

All supplies, services and offers shall be governed by these general terms and conditions, which shall apply to all present and future commercial relations between the parties, provided that the buyer has been made aware of them or they have been duly made available to the buyer, in accordance with the provisions of Law 7/1998 of 13 April on General Terms and Conditions of Contract.

Any specific or general condition proposed by the buyer that differs from these general terms and conditions shall only be valid if it has been expressly accepted in writing by the seller; in any event, these terms and conditions shall prevail in the event of any contradiction.

5. Quotations and Orders.

Verbal agreements or additional guarantees offered by unauthorised personnel shall only be binding on the seller if they have been ratified in writing by a legal representative or authorised agent with sufficient powers.

The delivery times indicated in the quotations are purely indicative, based on the seller's production capacity. However, the seller undertakes to meet the maximum delivery time indicated in the order confirmation, unless there is force majeure or a justifiable cause.

The intellectual and industrial property rights to drawings, models, diagrams, software and technical documentation provided belong exclusively to the seller, and their transfer, reproduction, public communication or transmission to third parties without prior written consent is prohibited.

The buyer undertakes to maintain the strictest confidentiality regarding all technical documentation, drawings, models, diagrams and software provided by the seller, and agrees not to disclose, reproduce, transfer or transmit such information to third parties, in whole or in part, without the seller's prior written consent. This obligation shall remain in force even after the termination of the contractual relationship. Any breach of this obligation shall entitle the seller to claim compensation for any damages caused, without prejudice to any other legal actions to which the seller may be entitled.

6. Prices and Taxes.

Unless otherwise agreed, prices are quoted "Ex Works" (ex-works) in accordance with current Incoterms, excluding special packaging, transport, insurance and installation.

VAT (Value Added Tax) or any other applicable indirect tax under Spanish law in force at the time of accrual shall be added to these prices.

If a fixed price has not been agreed, the seller's official rates in force at the time of order acceptance shall apply.

The seller reserves the right to revise the agreed prices in the event that, following acceptance of the order and prior to delivery, there is a significant variation (equal to or greater than 5%) in the costs of raw materials, energy, transport, labour or any other factor that directly affects the price of the products or services. In such a case, the seller shall notify the buyer in writing of the new applicable rate, and the buyer may either accept the amendment or terminate the contract without entitlement to compensation.

7. Terms of Payment and Solvency.

Payment shall be made in the manner and within the time limits agreed, in all cases complying with the maximum limits set out in Law 3/2004 of 29 December, establishing measures to combat late payment in commercial transactions.

Any delay in payment shall automatically give rise to statutory interest on arrears, without the need for prior notice. In the event of total or partial non-payment, the seller may suspend the delivery of future orders or services until the debt has been settled, without this giving rise to any right to compensation for the buyer.

The buyer may only set off claims against the seller if these are liquid, due and payable, or have been recognised by a final court ruling.

The acceptance of bills of exchange, cheques or other commercial instruments shall be deemed to have been made for payment purposes only when their actual crediting to the seller's bank account has been verified, with handling and return costs being borne by the buyer.

8. Delivery Time and Force Majeure.

The delivery period shall commence from the written confirmation of the order and, where applicable, from the receipt of the agreed deposit and all necessary technical information from the buyer.

In the event of force majeure or unforeseen circumstances beyond the seller's control (including, but not limited to, strikes, shortages of supplies, natural disasters, armed conflicts, pandemics, government actions, etc.), the delivery period shall be extended for the duration of the impediment. If the delay exceeds ninety (90) calendar days, either party may terminate the contract without entitlement to additional compensation, subject to prior notification by a reliable means.

9. Transfer of Risk.

The risk of loss, damage or deterioration of the goods shall pass to the buyer upon delivery or when the goods are made available in accordance with the agreed Incoterm.

In the case of shipments, the buyer must check the condition of the goods and note any visible damage on the delivery note immediately, or within 24 hours if the damage is not apparent. Failure to make a claim within this period shall constitute acceptance of the goods without reservation.

10. Installation and Assembly.

If the contract includes installation, the buyer must ensure, at their own expense:

a) Adequate access and prior preparation of the premises.
b) The supply of power, water, auxiliary equipment and support staff if necessary.
c) Compliance with Health and Safety regulations at their premises.

Any delays attributable to the buyer in preparing the workplace shall entitle the seller to pass on additional costs for travel and waiting time incurred by technical staff.

Once installation is complete, the buyer shall sign a Certificate of Acceptance or certificate of conformity. The installation shall be deemed accepted if the buyer begins to use the equipment effectively for production.

11. Retention of Title.

The seller retains title to the goods until full payment of the agreed price. In the event of payment by commercial instruments (bills of exchange, cheques or promissory notes), retention of title shall remain in force until these have been honoured and the funds have been credited to the seller's account.

The buyer may resell the products in the ordinary course of business. However, if the price has not been paid in full, the buyer assigns to the seller, as security for payment, all claims arising from such resale against the seller or third parties. The seller may require notification of this assignment to the debtors in the event of default.

The goods subject to retention of title may not be pledged or transferred as security. In the event of seizure or intervention by third parties, the buyer must declare the seller's ownership and notify the seller immediately so that the seller may assert its ownership.

In the event of default on payment or the buyer's insolvency, the seller may terminate the contract and recover the goods, having free access to the buyer's premises for this purpose.

12. Warranties and Rights in respect of Defects.

The seller is liable for defects in the goods in accordance with the Commercial Code (Articles 336 and 342) and, where applicable, the General Law for the Protection of Consumers and Users.

The buyer must report any apparent defect at the time of delivery or within a maximum of 4 days if the goods are packaged. Internal or non-apparent defects must be reported within 30 days of receipt (or within the applicable statutory warranty period if the buyer is a consumer).

In the event of a justified defect, the seller may choose to repair or replace the goods, which shall be carried out within a reasonable period. The contract shall not be terminated if the defect is of minor importance.

The warranty does not cover damage resulting from negligent use, lack of maintenance or technical tampering by the buyer or unauthorised third parties.

The buyer shall hold the seller harmless against any third-party claims arising from the misuse, tampering or modification of the products supplied.

13. Limitation of Liability.

The seller's total liability, for whatever reason, shall in no event exceed the amount actually paid by the buyer for the goods or services that are the subject of the dispute.

Under no circumstances shall the seller be liable for loss of earnings, indirect damages, loss of profits or costs arising from production stoppages, except in cases of proven wilful misconduct or gross negligence.

This limitation shall not affect the inalienable rights regarding liability for defective products causing personal injury or death, in accordance with Spanish law.

14. International Trade.

For international sales, the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 1980 shall apply.

In matters not covered by the CISG, Spanish law shall apply. Interest on late payment in international commercial transactions shall be calculated in accordance with the provisions of Law 3/2004 or, failing that, at the rate applied by the European Central Bank plus 8 percentage points.

15. Place of Performance, Jurisdiction and Applicable Law.

The place of performance of the contractual obligations shall be the registered office of the seller in Madrid, Spain.

For the resolution of any dispute arising from this contract, the parties submit to the jurisdiction of the Courts and Tribunals of Madrid, expressly waiving any other jurisdiction to which they might be entitled.

The contract shall be governed in all its terms by Spanish law.

16. Protection of Personal Data.

Data Controller: In accordance with current regulations, the buyer is informed that the personal data provided will be incorporated into a data processing system owned by PLASMATREAT IBERIA SL, with registered office at AVDA AMÉRICA 32 and Tax Identification Number (CIF) B01859636.

Purpose and Legal Basis: The legal basis for the processing of data is the performance of the contract of sale or provision of services (Art. 6.1.b GDPR). The purpose is the administrative, accounting, tax and logistical management arising from the commercial relationship.

Retention: The data will be retained for the duration of the commercial relationship and, following its termination, for the statutory limitation periods to address any potential liabilities (5 years).

Recipients and Transfers: The data may be disclosed to public authorities (AEAT), banks for the management of payments, and transport companies for the delivery of goods. No international data transfers to third countries outside the European Economic Area are envisaged, unless required by law.

Rights: The buyer may exercise their rights of access, rectification, erasure (right to be forgotten), restriction of processing, data portability and objection by sending a written request, attaching a copy of their ID card or equivalent document, to the postal address provided or to the email address:iberia@plasmatreat.es

Security: The Seller guarantees that it has implemented the necessary technical and organisational security measures to ensure the integrity, confidentiality and availability of personal data.

Processing as a data processor: Where, due to the nature of the service, the Seller processes personal data on behalf of the Buyer, both Parties shall enter into the relevant **data processing agreement** in accordance with Article 28 of the GDPR.

17. Confidentiality.

The parties undertake to maintain confidentiality regarding all information and documentation exchanged, and may not disclose it to third parties without the prior written consent of the other party, except where required by law or by a competent authority.

18. Partial Invalidity.

The nullity or invalidity of any of the clauses in this document shall not affect the validity of the remainder, which shall remain in force. The parties shall negotiate in good faith to replace the affected clause with a valid one having equivalent effect.

19. Notifications.

All notifications between the parties must be made in writing and sent to the addresses indicated in the order documentation, or to those designated subsequently by means of certified notification.

20. Subcontracting and Assignment.

The seller may subcontract the performance of its obligations in whole or in part, provided the buyer is informed. Neither party may assign the contract without the prior written consent of the other party, except in the event of a general transfer of assets or business.