

# GENERAL CONDITIONS OF SALE AND WARRANTY

**AIRFAL INTERNATIONAL, S.L.**

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## 1. Purpose and scope of application

1.1. These General Conditions govern all commercial relations between **AIRFAL INTERNATIONAL, S.L.** (hereinafter, "AIRFAL") and its professional customers, relating to the supply of products, the provision of services and the marketing, licensing or use of technology solutions, including platforms, monitoring and control systems, software, firmware, sensors and IIoT solutions.

1.2. These General Conditions shall apply to all opportunities, quotations, orders, contracts, supplies, services, projects, pilots, proofs of concept and technology solutions contracted with AIRFAL, unless expressly agreed otherwise in writing.

1.3. Direct sale to end consumers is excluded; these conditions apply solely to commercial relations with companies, professionals, public entities or other customers acting within the framework of their business or professional activity.

1.4. Acceptance of any quotation, opportunity, order, contract, delivery, platform access or commencement of the provision of services shall imply full acceptance of these General Conditions.

1.5. Any general or particular conditions of the customer, including those contained in quotations, orders, purchasing portals, specifications, communications or contractual documentation, shall not be applicable unless expressly accepted in writing by AIRFAL.

## 2. Common general conditions

### 2.1 Logistics, delivery and transport

Unless expressly agreed otherwise in writing, deliveries shall be made under **Ex Works (EXW)** conditions from AIRFAL's premises in Villanueva de Gállego (Spain), in accordance with the Incoterms in force at any given time.

AIRFAL may arrange transport on its own account or through third-party logistics operators, without this altering the transfer of risk in accordance with the applicable Incoterm.

The delivery times communicated by AIRFAL shall be estimates only, unless a binding deadline is expressly accepted in writing.

AIRFAL shall not be liable for delays, losses, damage or incidents attributable to the carrier, customs, competent authorities or circumstances beyond its reasonable control once the risk has been transferred to the customer in accordance with the applicable Incoterm.

### 2.2 Financial conditions

The applicable prices shall be those stated in the quotation issued by AIRFAL and accepted by the customer. Unless expressly stated otherwise, prices shall not include VAT, taxes, duties, tariffs, transport, installation, commissioning, configuration, maintenance or other additional services.

AIRFAL may revise the quoted prices when significant variations occur in raw materials, electronic components, logistics costs, energy costs, exchange rates or any other circumstance beyond its control.

Additional commercial terms, volume discounts or early-payment conditions may apply, which must be expressly consulted and approved by AIRFAL's Sales Management.

### 2.3 Payment conditions

The payment conditions shall be those stated in the relevant quotation, order confirmation, contract or invoice issued by AIRFAL.

AIRFAL may require advance payments, partial payments, financial guarantees or special payment conditions when the nature of the supply, service, project or technology solution so requires. In the event of late payment or non-payment, AIRFAL may apply the legally applicable default interest and recovery costs.

Non-payment of any amount due may entitle AIRFAL to suspend the affected services, in accordance with the provisions of section 2.4.

### 2.4 Suspension or termination

AIRFAL may totally or partially suspend deliveries, supplies, services, work in progress, technical support, technology access, licences, connectivity or associated functionalities in the event of non-payment,

contractual breach by the customer, risk to the safety of persons or premises, improper use of the products or solutions, regulatory breach, or technical, operational or legal impossibility of continuing with the provision. The suspension of services for any of the foregoing reasons shall not give rise to any right to indemnity, compensation or claim in favour of the customer.

AIRFAL may totally or partially terminate the contractual relationship in the event of serious or repeated breach by the customer, without prejudice to AIRFAL's right to claim amounts due, damages, losses, costs or expenses that may apply.

## 2.5 General obligations of the customer

The customer shall be responsible for correctly defining its needs, technical requirements, installation conditions, environmental conditions and intended use of the products, services or technology solutions contracted.

The customer shall also verify that the solution offered by AIRFAL is suitable for the intended application and compatible with the regulations applicable to its installation, including, where applicable, electrical, industrial, ATEX, safety and occupational risk prevention regulations and any others applicable at the time and place of the final installation.

In the case of ATEX products, the customer shall ensure that any requirement, configuration or feature requested is compatible with the product's certification and EX marking, and that it is available in AIRFAL's current catalogue, data sheet or official documentation.

The customer shall use the products, services and solutions in accordance with the technical specifications, manuals and instructions provided by AIRFAL, refraining from making modifications, manipulations or unintended uses without prior written authorization.

Where the execution of the supply, service or solution requires information, documentation, access, permits or cooperation from the customer, the latter shall provide them in due time and form. Any delay, additional cost or incident arising from the breach of these obligations shall be the responsibility of the customer.

## 2.6 Technical information and modifications

The technical characteristics, performance, dimensions, configurations, certifications, compatibilities and other information relating to AIRFAL's products, services or technology solutions shall be those stated in the technical documentation, product data sheets, quotations or official documentation in force at any given time.

AIRFAL reserves the right to introduce technical modifications, design changes, component replacements, functional improvements or updates arising from technological developments, material availability, regulatory changes or continuous improvement processes, provided that such modifications do not substantially alter the essential functionality of the contracted product, service or solution.

All technical, commercial or advertising information provided by AIRFAL shall be indicative only, unless expressly stated otherwise.

## 2.7 Force majeure

AIRFAL shall not be liable for delays, breaches or impossibility of performance arising from force majeure or circumstances beyond its control, including, among others, labour disputes, logistics disruptions, shortage or lack of availability of raw materials or components, transport incidents, regulatory restrictions, energy or telecommunications failures, cyberattacks, pandemics, armed conflicts, fires, natural phenomena or actions of public authorities.

The party affected by the force majeure event shall notify the other party in writing and without undue delay from the moment it becomes aware of its occurrence, indicating the cause, its foreseeable scope and the estimated duration of the situation, as well as any relevant change while it persists.

In such cases, the supply, provision or execution deadlines shall be automatically extended for the time necessary to overcome the situation giving rise to the impossibility or delay. The affected party shall use reasonable means to mitigate the effects of the force majeure event and to resume compliance as soon as possible.

If the force majeure event continues uninterrupted for more than sixty (60) calendar days, either party may terminate the affected contractual relationship, in whole or in part, by written notice to the other party, without such termination giving rise to any right to indemnity, penalty or claim between the parties, without prejudice to the settlement of the services actually rendered and the amounts accrued up to the date of termination.

## 2.8 General limitation of liability

AIRFAL shall not be liable for incidents arising from improper use, incorrect installation, unauthorized handling, inadequate maintenance, configurations carried out by third parties or use of the products, services or solutions outside the conditions established by AIRFAL.

Its maximum aggregate liability arising from any claim related to the contractual relationship shall in all cases be limited to the net amount invoiced by AIRFAL corresponding to the supply of the product, service or technology solution that gave rise to the claim.

The limitations and exclusions of liability set out in these General Conditions and in their specific conditions shall not apply to liability that cannot be excluded or limited under the applicable mandatory legislation, including, in particular, damage caused by wilful misconduct or gross negligence of AIRFAL and damage to the life or physical integrity of persons.

## 2.9 Intellectual and industrial property

All intellectual and industrial property rights relating to products, designs, drawings, lighting studies, technical documentation, software, firmware, configurations, technological developments, digital solutions, trademarks, know-how and any other information or material provided by AIRFAL shall remain the property of AIRFAL or, where applicable, of their respective legitimate owners.

The sale of products, provision of services or access to technology solutions shall not in any case imply an assignment of intellectual or industrial property rights in favour of the customer, except by express written agreement.

The customer may not copy, reproduce, modify, decompile, disclose, assign, use or exploit such information or materials for purposes other than those expressly authorized by AIRFAL.

## 2.10 Confidentiality

All technical, commercial, financial, contractual or strategic information provided by AIRFAL to the customer, including documentation, quotations, drawings, studies, configurations, specifications, technology solutions or any other non-public information, shall be confidential.

The customer undertakes not to disclose, reproduce or use such information for purposes other than the commercial relationship maintained with AIRFAL, except with prior written authorization.

The confidentiality obligation shall remain in force even after the end of the contractual relationship between the parties.

## 2.11 Data protection

The parties undertake to comply with the regulations in force on the protection of personal data that are applicable at any given time, including Regulation (EU) 2016/679, the General Data Protection Regulation ("GDPR"), and Organic Law 3/2018 on the Protection of Personal Data and guarantee of digital rights ("LOPDGDD"), as well as any other regulations that may be applicable.

The personal data provided within the framework of the commercial relationship shall be processed for the purpose of managing the contractual, administrative, technical and commercial relationship between the parties.

Information relating to the processing of personal data, as well as to the exercise of the applicable rights, is available in the Privacy Policy published on AIRFAL's website.

If, during the provision of services or use of technology solutions, it becomes necessary to access or process personal data on behalf of the customer, the parties may enter into the specific agreements that are legally necessary.

### 3. Specific conditions for PRODUCT

#### 3.1 Scope of application

These specific conditions govern the supply of luminaires, accessories, components, spare parts and other physical equipment supplied by AIRFAL.

#### 3.2 Delivery and transport

##### SPAIN

Domestic supplies within mainland Spain shall include prepaid carriage for orders exceeding €900 net (VAT excluded), the minimum amount set by AIRFAL. For supplies outside mainland Spain, that amount shall be €1,250 net (VAT excluded).

In supplies where AIRFAL arranges or assumes transport, the risk over the goods shall transfer to the customer from the moment the goods leave AIRFAL's premises, unless expressly agreed otherwise in writing.

##### INTERNATIONAL

For international or export supplies, deliveries shall be made under Ex Works (EXW) conditions from AIRFAL's premises in Villanueva de Gállego (Spain), in accordance with the Incoterms in force, unless expressly agreed otherwise in writing.

The risk over the goods shall transfer to the customer in accordance with the applicable Incoterm stated in the relevant quotation, order confirmation or contractual documentation. In the absence of a specific indication, the risk shall transfer from the moment the goods are made available at AIRFAL's premises.

AIRFAL may pass on costs of transport, logistics management, urgent shipments, partial deliveries or special services when the conditions of the supply so require or when the minimum amounts indicated above are not reached.

#### 3.3 Minimum order

The minimum order amount shall be €150 net (VAT excluded).

Should the order not reach that minimum amount, AIRFAL may pass on €50 in handling charges.

These amounts may be revised by AIRFAL according to the evolution of administrative, logistics or management costs.

#### 3.4 Claims

Claims arising from damage caused during transport or shortages of goods, provided that AIRFAL arranges such transport, must be notified in writing within a maximum period of 24 hours from receipt of the material, accompanied by the corresponding supporting documentation.

Claims submitted after that period shall not be accepted.

#### 3.5 Returns

Returns shall not be accepted without prior written authorization from AIRFAL.

Return requests must be made within a maximum period of 15 days from receipt of the material.

Products must be returned in a condition suitable for technical inspection and properly packaged.

AIRFAL reserves the right to reject returns or apply depreciation (minimum 25%) depending on the condition, use, handling or reconditioning of the returned material.

The costs arising from the return shall be borne by the customer unless expressly accepted by AIRFAL.

Returns of products manufactured to order, customized or outside the catalogue shall not be accepted.

#### 3.6 Customizations and special manufacturing

Customizations, special manufacturing or out-of-catalogue adaptations shall be deemed to be all those modifications, developments, configurations or technical variations requested by the customer that do not form part of the standard product defined in the catalogue.

Any customization, special manufacturing or out-of-catalogue adaptation shall be subject to prior technical and commercial validation by AIRFAL, and shall carry an additional charge for engineering, development, adaptation or technical management services.

The amount corresponding to such service, as well as the amount of the product customized or specially manufactured for the customer, must be paid in advance, unless expressly agreed otherwise in writing.

### 3.7 ATEX products

The customer shall be responsible for verifying, prior to the acquisition, installation and commissioning of the product, its suitability for the classification, zone and specific requirements of the installation where it is to be used.

The final selection of the product shall be the responsibility of the customer in accordance with the risk assessment of its installation, the applicable explosion protection document, the EX marking, the certification, the data sheet and the current official documentation provided by AIRFAL.

AIRFAL shall not be liable for incorrect selections, improper uses, unauthorized modifications or installations carried out outside the conditions established for the product.

### 3.8 Cancellation or modification of orders

Confirmed orders may not be cancelled or modified without prior written acceptance by AIRFAL.

Order cancellations shall not be accepted once 3 calendar days have elapsed since order confirmation, except with the express written acceptance of AIRFAL.

In any case, AIRFAL reserves the right to reject the cancellation or modification of the order, or to pass on to the customer the costs arising from manufacturing, procurement, engineering, customization, management or any other cost already incurred at the time of the request.

Cancellations shall not be accepted for customized products, products manufactured to order, modified, out-of-catalogue or associated with special projects, except with the express written acceptance of AIRFAL.

### 3.9 PRODUCT warranty

#### 3.9.1 What we warrant

These warranty conditions govern the scope, duration and conditions applicable to the products supplied by AIRFAL.

AIRFAL warrants that its products are dispatched from the factory free from material and manufacturing defects and fit for their correct operation under normal conditions of use.

This warranty does not constitute an extended commercial warranty, but rather the basic commitment assumed by AIRFAL as manufacturer with respect to the products it distributes on the market.

This warranty complements, and in no case replaces, the manufacturer's legal liability established in the regulations in force.

#### 3.9.2. Periods

The warranty and availability periods applicable to AIRFAL products shall be as follows:

- **Two (2) years** from the date of the delivery note or invoice, applicable to the entire range of AIRFAL products.
- **Five (5) years** for LED modules and drivers whose average lifetime, as certified by the component manufacturer, is equal to or greater than **100,000 hours or 5 years**. AIRFAL shall review the commercial reference of the product to verify compliance with this requirement.
- **Two (2) years** of spare-parts availability and technical support from the date the product is discontinued. If the original part no longer exists on the market, AIRFAL shall replace it with the equivalent available at that time.

#### 3.9.3. Conditions of validity

The warranty shall apply provided that the product has been installed, used and maintained properly and in accordance with the conditions established by AIRFAL.

Specifically, the following conditions must be met:

- The product must have been installed and used in accordance with the data sheet, the installation instructions and the maintenance instructions.
- The product must have operated within the environmental ranges: temperature, humidity, IP rating and altitude.
- Cleaning operations must have been carried out in accordance with our instructions (EN 60598-1 and/or EN 60079-17 depending on the product).
- The product must not have suffered impacts, falls or other mechanical loads beyond those foreseen.
- The product must not have been opened, repaired or modified by the buyer or by third parties without the express authorization of AIRFAL.
- The product must be returned properly packaged, with the corresponding RMA number issued by AIRFAL, within a maximum period of thirty (30) days from the assignment of that number.
- Likewise, the buyer must be up to date with its payment obligations to AIRFAL. Should there be amounts due and pending payment, AIRFAL may suspend the processing of the warranty while that situation persists. This suspension shall not entail the extinction of the warranty right, which shall remain pending until the debt is settled.
- AIRFAL may require an on-site technical visit to the installation to validate the possible conditioning factors described above and to assess the actual condition of use as a mandatory condition prior to acceptance of the claim.

#### 3.9.4. Exclusions

AIRFAL shall not be liable for those defects, damage or failures that are not attributable to the manufacturing of the product. In particular, the following are expressly excluded from the warranty:

- Installation, use or maintenance contrary to the manufacturer's instructions.
- Damage due to external causes: atmospheric discharges, mains overloads, natural phenomena or faults in the customer's electrical installation.
- Installation in chemically aggressive environments when such a circumstance has not been communicated to AIRFAL in advance and in writing prior to installation, expressly indicating the chemical agent present, its concentration and the affected product.
- Electrical disturbances in the supply network. AIRFAL shall not cover the warranty of electronic equipment installed in electrical networks with a total voltage harmonic distortion (THD-V) greater than 8%, in accordance with the EN 50160 standard.
- Equipment connected to switches that cut off phase and neutral simultaneously. Only the phase must be interrupted.
- Third-party accessories or components incorporated into the product after delivery (LED modules not included).
- Any unauthorized intervention on the product.

#### 3.9.5. Scope of the Repair

Once the warranty has been accepted, AIRFAL shall repair or replace the defective product—at its discretion—with an identical or equivalent one. AIRFAL's liability shall be limited to the direct cost of such repair or replacement. Consequently, AIRFAL shall not assume costs of disassembly, reinstallation, travel, loss of profit, production stoppages or any other direct or indirect damage, loss or harm arising from the product failure.

### 3.10 ATEX PRODUCT warranty

#### 3.10.1. Regulatory framework

All our ATEX products are manufactured and certified in accordance with Directive 2014/34/EU and the harmonized standards applicable according to their equipment category and group. Each unit is supplied with its declaration of conformity and the corresponding certificate (type or production-control).

#### 3.10.2. Period and specific conditions

The applicable warranty period shall be the same as that established for the standard product in section 3.9.2.

However, in the case of equipment intended for potentially explosive atmospheres, the conditions of installation, use and maintenance must be strictly complied with. Any deviation from the applicable technical instructions may affect not only the product warranty but also the safety of the installation.

For this reason, AIRFAL shall require full compliance with the established conditions, and no exceptions may be admitted.

In addition to the conditions of section 3.9.3, for ATEX products the following is required:

- ✓ Installation by personnel with the training and qualification required for work in classified zones (art. 6 of RD 681/2003 and the IEC/EN 60079-14 standard).
- ✓ Full compliance with the zone classification, gas group and equipment category indicated on the rating plate and in the ATEX certificate.
- ✓ Periodic inspections carried out in accordance with EN 60079-17, within the established periods, by competent personnel and with documentary records available.
- ✓ Ensuring that the equipment has not been opened or subjected to any intervention affecting its integrity as flameproof or intrinsically safe equipment.
- ✓ Not making any modification to the product. A minor modification voids the ATEX certification and, with it, the warranty, without exception.
- ✓ The installation environment is compatible with the temperature class (T) and the gas or dust group indicated in the certificate.

#### 3.10.3. Claim under ATEX warranty

In addition to the usual RMA (*Return Merchandise Authorization*) form, an ATEX product claim requires the following documentation:

- Certificate or report of the last periodic inspection carried out in accordance with EN 60079-17.
- Documentation of the zone classification where the equipment was installed: zone drawing and ATEX study of the installation.
- Identification of the installer and proof of their training for work in potentially explosive atmospheres.
- Declaration that the equipment has not been modified since its commissioning.

Where the nature of the failure so justifies, AIRFAL may require an on-site technical visit to the installation to validate the possible conditioning factors described above and to assess the actual condition of use as a mandatory condition prior to acceptance of the claim.

#### 3.10.4. Specific ATEX exclusions

- Use in zones with a gas group, ignition temperature or category incompatible with those indicated in the certificate.

- Any modification that alters the characteristics that determined the certification: gaskets, entry cables, cable glands or seals replaced with non-approved references.
- Installation or maintenance by personnel without the required qualification.
- Absence of periodic inspection records.

### 3.10.5. Liability

In addition, AIRFAL shall not assume any liability for damage arising from the use of the equipment under conditions incompatible with its certification, regardless of whether the product warranty itself is applicable or not.

## 4. Specific conditions for TECHNOLOGY AND DIGITAL SOLUTIONS

### 4.1. Scope of application

These specific conditions shall apply to the technology solutions, digital platforms, IIoT systems, connected devices, software, firmware, sensors, data concentrators (gateways), nodes, communications infrastructure, monitoring and control services and other technological functionalities supplied by AIRFAL, including the Atenea solution.

The contracted solution shall be the one described in the relevant quotation, contract, technical proposal or applicable contractual documentation.

### 4.2. Licence of use

AIRFAL's technology solutions are granted to the customer as a limited, non-exclusive, non-transferable and revocable licence of use, for the contracted period and under the terms established in the contract, quotation or applicable documentation.

The licence authorizes the customer to use the solution exclusively for its internal purposes and in relation to the contracted installation or project.

The licence shall be automatically suspended or terminated in the event of non-payment, termination of the contract, improper use of the solution or breach of these conditions.

### 4.3. Components of the solution

The Atenea solution may include, depending on the contracted configuration:

- software platform
- electronic devices, such as nodes, sensors or gateways/data concentrators
- communications infrastructure
- associated monitoring, control, configuration, support or maintenance services
- and any other technological elements defined in the relevant quotation or technical documentation

The correct operation of the solution may depend on the proper integration between the physical devices, the communications infrastructure, the electrical installation, the system configuration and the operating conditions of the customer.

### 4.4. Conditions of use

The customer shall use the platform and the technology solutions in accordance with the technical instructions, manuals, recommendations for use and documentation provided by AIRFAL.

The customer may not use the solution for purposes other than those contracted, nor assign, sublicense, exploit commercially, manipulate, alter or allow access to unauthorized third parties without the prior written consent of AIRFAL.

### 4.5. Payment conditions for technology projects

The financial and payment conditions applicable to technology solutions, licences, digital services, support, maintenance, configuration, monitoring or associated functionalities shall be those stated in the relevant quotation, contract or applicable contractual documentation.

Where the technology solution forms part of a project, installation, pilot or deployment with execution milestones, the payment conditions established for projects, installations and technology solutions shall apply, unless expressly agreed otherwise in the relevant quotation or contract.

### 4.6. Updates and technological evolution

AIRFAL may update, modify, evolve or improve the platform, software, firmware, functionalities, interfaces, devices or technological elements associated with the solution.

Such updates may be aimed at introducing functional improvements, corrections, technical adjustments, security measures, regulatory adaptations or evolutions arising from the technological development of the solution.

#### 4.7. Service availability

AIRFAL shall manage the contracted solution in accordance with the technical standards applicable to the service, endeavouring to maintain its availability, operational continuity and correct operation within the contracted scope.

However, the operation of the solution may depend on communications networks, customer infrastructure, electricity supply, coverage, cloud services, telecommunications operators, third-party services or elements beyond AIRFAL's direct control.

AIRFAL does not warrant continuous, permanent or uninterrupted availability of the service. Interruptions may occur due to technical causes, maintenance, updates, connectivity incidents, cybersecurity, third-party actions or external circumstances.

#### 4.8. Obligations of the customer

The customer shall be responsible for having the technical infrastructure necessary for the correct operation of the solution, including, where applicable, communications network, power supply, coverage, connectivity, access permissions, IT/OT infrastructure and adequate installation conditions.

Likewise, the customer shall be responsible for correctly managing users, permissions, credentials and access to the platform, as well as for applying good security practices in the use of the solution.

Any incident arising from the customer's infrastructure, third-party providers, improper use, unauthorized configurations or the customer's lack of cooperation shall not be attributable to AIRFAL.

The customer shall be responsible for providing access to the infrastructure deployed at the installation when necessary for reasons of commissioning, installation, maintenance, monitoring or removal of the contracted solution.

#### 4.9. Data

The customer shall own all the data generated at its installation.

The customer shall be responsible for the accuracy, quality, legality and adequacy of the data entered, managed or derived from the use of the platform, as well as for the decisions it makes on the basis of such data.

AIRFAL may use anonymized and aggregated data for technical, statistical, analytical, maintenance, product improvement, new-functionality development, cybersecurity and solution-optimization purposes, without identifying the customer or disclosing confidential information.

AIRFAL shall not be liable for operational, technical, production or financial decisions made by the customer on the basis of the data, reports, alerts or information provided by the solution.

#### 4.10. Energy savings and results

Estimates of energy savings, operational improvement, reduction of consumption, maintenance optimization or any other benefit arising from the use of the solution shall be indicative only, unless expressly committed in writing.

Actual results shall depend on multiple factors beyond AIRFAL's exclusive control, including usage patterns, operating hours, installation configuration, customer behaviour, environmental conditions, prior condition of the installation, maintenance and effective use of the solution.

AIRFAL does not warrant specific results, savings percentages, financial returns or particular operational improvements unless expressly agreed in writing.

#### 4.11. Automation and control

Where the technology solution incorporates control, automation, programming, alert or device-actuation functionalities, the customer shall be responsible for validating the configurations applied and for verifying that they are suitable for its installation and operation.

AIRFAL shall not be liable for consequences arising from configurations defined, accepted or modified by the customer, nor for automatic actions based on parameters, schedules, conditions of use or operational decisions of the customer.

#### 4.12. Intellectual property

All intellectual and industrial property rights over Atenea, the platform, software, firmware, interfaces, configurations, architecture, algorithms, technical documentation, technological developments and other digital solutions of AIRFAL shall remain the property of AIRFAL or, where applicable, of their legitimate owners. The customer may not copy, modify, adapt, decompile, reverse-engineer, reproduce, sublicense, assign or commercially exploit the solution, except with the express written authorization of AIRFAL.

#### **4.13. Cybersecurity**

AIRFAL shall implement the technical and organizational security measures necessary to protect the technology solution within the contracted scope. However, AIRFAL does not warrant the absolute invulnerability of the platform, devices, communications or associated systems.

The customer shall be responsible for protecting its access, managing authorized users, safeguarding credentials, keeping its systems up to date and applying good IT security practices.

AIRFAL shall not be liable for cyberattacks, unauthorized access, malware, loss or corruption of data, service interruptions or vulnerabilities arising from systems, networks, devices, users or infrastructure beyond AIRFAL's direct control.

#### **4.14. Specific limitation of technological liability**

AIRFAL's liability in relation to technology solutions shall be limited to the reasonable correction of incidents directly attributable to AIRFAL within the contracted scope.

In no case shall AIRFAL be liable for loss of data, loss of production, loss of profit, loss of earnings, business interruption, operational decisions of the customer, unavailability of third parties, connectivity failures or indirect damage arising from the use or impossibility of use of the technology solution.

#### **4.15. Warranty for TECHNOLOGY AND DIGITAL SOLUTIONS**

##### **4.15.1. Scope**

This section covers the technology solutions supplied by AIRFAL: lighting control systems, energy management platforms, equipment firmware, monitoring applications and integration interfaces with third-party systems (BMS, SCADA, DALI and similar).

##### **4.15.2. What we warrant**

AIRFAL warrants that the technology solution supplied will operate in accordance with the documented technical specifications in force at the time of delivery. This includes the functionalities described in the technical documentation or in the contract, the integration with the protocols and systems specified in the scope, and the correction of software errors that prevent such compliant operation and that are detected during the warranty period.

##### **4.15.3. Period**

The warranty period shall be twelve (12) months from the commissioning of the solution, evidenced by the corresponding commissioning record or report. In the absence of such documentation, the warranty period shall begin to run from the date of delivery of the software or the corresponding licence.

##### **4.15.4. Firmware and software updates**

During the warranty, updates that correct errors or security vulnerabilities are free of charge. Those that add new functionalities or improvements outside the original scope shall carry an additional cost.

The buyer shall be responsible for applying the security updates notified by AIRFAL within the period recommended in each case. Failure to apply a critical update may release AIRFAL from liability with respect to those incidents, failures or damage arising from vulnerabilities previously identified and corrected by means of such update.

##### **4.15.5. Connectivity and availability**

AIRFAL does not warrant the continuous availability of connectivity components or cloud services that depend on third-party infrastructure, including telecommunications operators, cloud providers or the buyer's own network.

AIRFAL warrants solely that its equipment and software will operate in accordance with its technical specifications when such connectivity is available and operational.

If a specific service level (SLA) has been agreed for a platform managed by AIRFAL, that agreement shall prevail over this section.

#### **4.15.6. Cybersecurity**

AIRFAL designs its technology solutions applying security criteria from the initial development phases and in accordance with the state of the art existing at any given time. However, the cybersecurity environment evolves constantly, so AIRFAL cannot guarantee the absolute absence of future vulnerabilities.

AIRFAL's commitment in this matter is specified in the following terms:

- ✓ To notify the buyer of known vulnerabilities affecting its products within a reasonable period from their identification.
- ✓ To provide patches or updates for critical vulnerabilities during the warranty period and during the five (5) years following the marketing of the product.

The security of the network in which AIRFAL's solutions are integrated, the control of physical and logical access to the equipment, as well as compliance with the security recommendations contained in the technical documentation, shall be the responsibility of the buyer.

#### **4.15.7. Data**

The data generated or processed by the solution shall be owned by the buyer. AIRFAL shall not access such data without the express authorization of the buyer, except where strictly necessary for the provision of the technical service and only for the time essential to do so. AIRFAL shall not sell, assign or disclose such data to third parties, except by legal obligation or with the express authorization of the buyer.

#### **4.15.8. Integration with third-party systems**

AIRFAL warrants the integration of the solution with the protocols and systems expressly specified in the contract. Compatibility with third-party systems, platforms, applications or software versions not included in the agreed scope is excluded from the warranty.

Should the buyer update, modify or replace its systems and such action may affect the integration, it must notify AIRFAL sufficiently in advance for technical assessment.

#### **4.15.9. Exclusions**

- Failures arising from configurations carried out by the buyer or third parties without AIRFAL's authorization.
- Incompatibilities with updates to the buyer's systems not communicated in advance.
- Loss or damage to data arising from cybersecurity incidents in the buyer's network.
- Interruptions due to telecommunications infrastructure or third-party cloud services.
- Failures due to use of the software outside the specified system requirements: incompatible hardware, unsupported operating system, etc.

#### **4.15.10. Limitation of liability**

AIRFAL's liability for defects in technology solutions is limited to the contract value of the affected solution. Loss of data, business interruption, loss of profit and indirect or consequential damage are excluded, except in cases of wilful misconduct or gross negligence attributable to AIRFAL.

## 4.16 Claim procedure (RMA)

### 4.16.1. How to initiate a claim

Every claim must be processed through the RMA form that will be provided by AIRFAL.

To this end, the customer must provide:

- Delivery note and/or purchase invoice.
- Clear description of the incident.
- Photographs or technical documentation to assist with the diagnosis.
- The additional documentation specific to each type of warranty, as set out in the preceding sections.

Providing complete information from the outset will help expedite the handling of the claim and reduce the time taken to resolve the incident. In most cases remote diagnosis will be sufficient. However, AIRFAL may request additional information, the dispatch of the product or an on-site inspection of the installation when it considers it necessary to verify the incident or determine its origin. In such cases, the customer must provide access to the premises and the affected equipment, as well as the cooperation necessary to carry out the corresponding technical checks.

### 4.16.2. Shipping costs

The initial shipment of the allegedly defective product to AIRFAL's premises shall be at the buyer's expense. Should the warranty be accepted, AIRFAL shall bear the costs of the return shipment of the product. If the claim is unsuccessful, the product shall be returned to the buyer carriage forward.

## 5. Specific conditions for SERVICES

### 5.1 Scope of application

AIRFAL may provide technical, technological, documentary, consultancy, training, support or customer-accompaniment services in the different phases of the project.

These specific conditions shall apply to the services available at any given time, including, among others, ATEX consultancy and attention to technical queries, pilots and demonstrations, energy efficiency studies, carbon footprint calculation, industrial digitalization and IoT consultancy, lighting studies, ATEX zoning studies and associated technical documentation, complete project management, inventory and drawings, product customization and certification management, Atenea software and associated services, bespoke technological developments, installation when it does not form part of a project specifically governed in the relevant section, deployment and initial configuration of technology, energy-savings certificates and CAE calculation, data analytics and artificial intelligence, ATEX training, Atenea maintenance and technological support, after-sales customer service and any other service that AIRFAL may provide in the future, whether directly or through third parties.

### 5.2 Scope of the services

The scope, content, deliverables, estimated deadlines, means and conditions of execution of the services shall be those stated in the relevant quotation or contractual documentation, and may be subject to changes according to the service planning if its nature so requires.

Any work, service, travel, auxiliary means, supply, modification, extension or action not expressly included in the quotation shall be deemed excluded and may be subject to additional financial assessment.

AIRFAL may provide the services directly or through qualified collaborators, installers, technicians or subcontractors, maintaining the coordination and responsibility of the works within the contracted scope.

### 5.3 Obligations of the customer

The customer must provide AIRFAL, in due time and form, with all the information, documentation, permits, access, safety conditions, availability of premises, technical points of contact and cooperation necessary for the correct provision of the services, especially in the case of services provided on ATEX premises.

The customer shall be responsible for the accuracy, sufficiency and updating of the information provided to AIRFAL, as well as for ensuring that its premises comply with the applicable regulations and meet the conditions necessary for the provision of the service.

Any delay, additional cost, rescheduling or impossibility of performance arising from a lack of information, permits, access, availability of premises or cooperation of the customer shall not be attributable to AIRFAL and may give rise to additional costs.

### 5.4. Planning, deadlines and rescheduling

The execution deadlines for the services shall be estimates only, unless a binding deadline is expressly agreed in writing.

AIRFAL may reschedule the provision of the services for technical, logistics, production, weather, regulatory or safety reasons, due to personnel availability or due to circumstances beyond its reasonable control.

Where the rescheduling, waiting or stoppage is attributable to the customer, AIRFAL may pass on the costs of travel, waiting, downtime, replanning or any other reasonably incurred cost.

### 5.5. Safety, prevention and access to premises

Where the services are to be provided on the customer's premises, the latter shall be responsible for ensuring adequate conditions of access, safety, occupational risk prevention, coordination of business activities and regulatory compliance.

The customer must inform AIRFAL in advance of the risks existing at the installation, internal safety rules, access requirements, work permits, mandatory documentation, required protective equipment and any other condition necessary for the safe provision of the service.

AIRFAL may suspend or refuse the provision of the service when it considers that there are no adequate conditions of safety, access, information or regulatory compliance, without this giving rise to any right to indemnity in favour of the customer.

## 5.6. Services in ATEX environments

Where the services are to be provided in ATEX classified zones or relate to equipment intended for such zones, the customer shall be responsible for informing AIRFAL of the zone classification, existing risks, access procedures, work permits, safety requirements and any applicable operational limitation.

AIRFAL shall provide the services in accordance with the contracted scope and the information provided by the customer, without assuming liability for incorrect, incomplete or outdated classifications of the work zones. Any change of scope arising from ATEX requirements not communicated in advance may entail a revision of deadlines, means and financial conditions.

## 5.7. Acceptance of the services

The services shall be deemed correctly provided once executed in accordance with the contracted scope. Unless a specific acceptance procedure is established, the customer must notify in writing any incident, non-conformity or noticeable defect within a maximum period of **15 working days** from the completion of the service.

Once that period has elapsed without written notice from the customer, the service shall be deemed accepted.

## 5.8 SERVICE warranty

### 5.8.1. Scope

This section governs the warranty of the technical works carried out by AIRFAL or its authorized subcontractors: lighting reports, ECPD, installation, commissioning, preventive maintenance, corrective maintenance, diagnosis and technical assistance, both on-site and remote. *If, during maintenance work, a product failure covered by warranty is detected, it shall be processed through the RMA process.*

### 5.8.2. What we warrant

That the service has been performed correctly and in accordance with the agreed scope. This warranty covers execution defects directly related to the work of AIRFAL's personnel or its subcontractors, exclusively.

### 5.8.3. Period

**Six (6) months** from the date of completion of the service, evidenced by a service delivery note or a closing record signed by both parties. This period covers execution defects, not the subsequent wear of the components installed or replaced.

### 5.8.4. Conditions of validity

The validity of the services warranty shall be conditional upon compliance with the following requirements:

- The execution defect has been notified in writing within the period established in section 5.8.6.
- No subsequent interventions must have been carried out on the works executed by AIRFAL without prior communication and the express written authorization of AIRFAL.
- The equipment or installation worked on must have continued to operate under the foreseen conditions, without modifications that may affect the work carried out.
- The buyer must be up to date with payment of the invoiced service.

### 5.8.5. Exclusions

The following are excluded from the warranty applicable to the services provided by AIRFAL:

- Defects arising from incorrect use of the equipment after the provision of the service.
- Failures that have no causal relationship with the work carried out.
- Damage caused by third parties or by unauthorized modifications subsequent to the service.
- Wear of components whose useful life has been exhausted, regardless of the intervention carried out.
- Works carried out outside the agreed scope at the verbal request of the customer, without a written work order.

#### **5.8.6. How to claim**

The defect must be notified in writing to AIRFAL within a maximum period of thirty (30) days from its detection, clearly indicating the incident observed and its relationship with the service provided. Should the claim be accepted by AIRFAL, the latter shall carry out the corrective actions that are appropriate, at no additional cost to the buyer.

#### **5.8.7. Limitation of liability**

If the execution defect is confirmed, AIRFAL shall repeat the affected work or, at its discretion, refund the amount invoiced for the defective part of the service. The costs of loss of profit, production stoppages and indirect damage are not covered.

## 6. Specific conditions for INSTALLATIONS / PROJECTS

### 6.1 Concept of installation / project

For the purposes of these conditions, an installation or project shall be understood to mean any supply contracted with AIRFAL that includes, in addition to the delivery of products, the provision of specific services of installation and assembly, connection, configuration, commissioning, supervision or technical coordination. The installation or project may include, as indicated in the relevant quotation, lighting products, ATEX equipment, technology solutions, installation services, initial configuration, support, training or any other associated service.

### 6.2 Scope of installation / project

The specific scope of the installation shall be exclusively that described in the relevant quotation, contract, technical report, works planning or applicable contractual documentation.

Any work, service, supply, auxiliary means, modification, extension, adaptation, legalization, documentary management or action not expressly included in such documentation shall be deemed excluded from the contracted scope and, where applicable, may be subject to additional financial assessment, this fact not exempting the owner from the responsibility it has over its own installations in accordance with the regulations in force.

The execution of the installation shall be conditional upon the availability of the products, technical means, access, permits, information and operating conditions necessary for its correct performance.

Any variation from the scope initially foreseen must be expressly accepted by AIRFAL and may entail a revision of prices, deadlines, planning, allocated means and payment conditions.

### 6.3 Obligations of the customer prior to the start of the works

Before the start of the works, the customer must guarantee the availability of the installation, authorized access, the necessary work permits, the documentation on occupational risk prevention, the coordination of business activities, information on existing risks, the ATEX classification of the zones where applicable, the availability of electricity supply, adequate safety conditions and the designation of a point of contact responsible for the project.

The lack, insufficiency or delay in any of these elements may give rise to the rescheduling of the works, revision of deadlines and the passing-on of any additional costs that may arise.

### 6.4. Planning and execution

The planning of the installation shall be agreed between the parties depending on the availability of materials, equipment, technical personnel, subcontractors, site access and operating conditions of the customer.

The installation deadlines shall be estimates only, unless expressly committed in writing.

AIRFAL may modify the planning for technical, logistics, weather or safety reasons, due to availability of means or due to any circumstance beyond its reasonable control.

### 6.5. Subcontracting

AIRFAL may execute the installation directly or through qualified installation companies, technicians or subcontractors.

The customer accepts that AIRFAL may rely on third parties for the total or partial execution of the works, AIRFAL maintaining the coordination and responsibility of the project within the contracted scope.

### 6.6. Payment conditions for projects, installations and technology solutions

Where the project includes the supply of products, installation, configuration, commissioning or operational validation, AIRFAL may establish milestone-based payment conditions, which shall be detailed in the relevant quotation or contract.

Unless expressly agreed otherwise in writing, such conditions may be structured according to the following scheme:

- 30% on acceptance of the quotation or issuance of the purchase order, intended to cover initial costs of manufacturing, purchase of materials, logistics, planning and reservation of resources
- 40% on delivery of the products, start of installation or significant progress of the works, as defined in the quotation
- 30% on completion of the installation, commissioning or operational handover of the project

The start of the works, the purchase of materials, manufacturing, resource planning or equipment reservation may be conditional upon receipt of the first payment.

In the event of a delay in any of the foreseen payments, AIRFAL may suspend the execution of the project, without this giving rise to any right to indemnity in favour of the customer.

### 6.7. Acceptance of the installation

The installation shall be deemed completed once the contracted scope has been executed and, where applicable, the foreseen commissioning or functional check has been carried out.

Unless a specific acceptance record is agreed, the customer must notify in writing any incident or non-conformity within a maximum period of 15 working days from the completion of the works.

Once that period has elapsed without written notice, the installation shall be deemed accepted.

Effective use of the installation by the customer shall constitute tacit acceptance thereof.

### 6.8. Changes of scope

Any modification, extension, additional work, change of location, change of configuration or action not foreseen in the initial scope must be assessed and accepted by AIRFAL.

Changes of scope may entail a revision of prices, deadlines, means, planning and payment conditions.

### 6.9 PROJECT / INSTALLATION warranties

#### 6.9.1. Scope

This section shall apply to those projects in which AIRFAL assumes integral responsibility for the supply, design of the lighting solution, installation, systems integration and commissioning. In these cases, the contracted scope shall have as its purpose the handover to the buyer of an operational installation.

#### 6.9.2. Start of the warranty period

The warranty period shall begin to run from the date of signature of the Provisional Acceptance Record by both parties. Should the buyer not formalize acceptance within the agreed period and not communicate objections in writing, the project shall be deemed tacitly accepted fifteen (15) days after the notice of completion issued by AIRFAL.

#### 6.9.3. Periods

The warranty periods applicable to projects shall be as follows:

- Warranty of the installation as a whole: two (2) years from the Provisional Acceptance Record.
- Warranty of the products installed: the periods of section 3.9.2, counted from the same date.
- Warranty of execution of the installation works: twelve (12) months from the Provisional Acceptance Record.
- Spare-parts availability: as established in section 3.9.2.

#### 6.9.4. What it covers

The warranty applicable to projects shall cover exclusively the following cases:

- Design defects attributable to AIRFAL: failures to meet the photometric, electrical or safety parameters agreed in the contract.
- Defects in the execution of the installation works.

- Manufacturing defects of the products supplied, in accordance with Section 7.1.
- Integration failures between system components directly attributable to AIRFAL's design.

#### **6.9.5. Specific conditions**

The warranty applicable to projects shall additionally be subject to the following specific conditions:

- The buyer must provide access to the installation for inspections, diagnoses and warranty works at reasonably agreed times.
- Modifications carried out by the buyer or third parties without the written authorization of AIRFAL release AIRFAL from liability for the affected elements.
- The ordinary maintenance of the installation is the responsibility of the buyer.
- Changes in the use of the spaces, extensions or refurbishments that alter the conditions of the original design are not covered by this warranty.

#### **6.9.6. Subcontractors**

AIRFAL shall be liable to the buyer for the works carried out by its subcontractors as if they had been executed directly by AIRFAL.

Any claim relating to such works must always be processed through AIRFAL, without the buyer having to address the subcontractor directly.

#### **6.9.7. Documentation delivered at acceptance**

With the Provisional Acceptance Record, AIRFAL shall deliver the following documentation. Its absence does not invalidate the warranty, but the buyer is entitled to claim it:

- As-built drawings of the installation, provided that this is specified in the project scope.
- Certificates of the products installed, including ATEX certificates where applicable.
- EC declarations of conformity of the equipment supplied.

#### **6.9.8. Limitation of liability**

AIRFAL's maximum liability for the project warranty is limited to the contract value. Excluded are: loss of profit, activity stoppages, damage to third parties arising from the operation of the installation and any indirect or consequential damage. This limitation does not apply in cases of wilful misconduct or gross negligence attributable to AIRFAL.

### **6.10 LOGISTICS AND TRANSPORT warranties**

#### **6.10.1. Transfer of risk**

The risk over the goods is transferred in accordance with the Incoterm agreed in the contract or order.

Where transport is assumed by AIRFAL, the latter shall be liable for the risk associated with the shipment until the effective delivery of the product.

Where transport is arranged or assumed by the customer, AIRFAL shall not be liable for the risks, damage, losses or any incident that may occur during the shipment.

#### **6.10.2. Obligation to inspect the goods on receipt**

The buyer shall be obliged to inspect the goods at the time of receipt. Failure to carry out such inspection shall prevent the processing of claims relating to damage produced during transport or to discrepancies in the supply. The inspection must include:

- ✓ External condition of the packaging before signing the carrier's delivery note.
- ✓ References and quantities received against AIRFAL's delivery note.
- ✓ Opening of packaging and visual inspection of the products, within a period not exceeding forty-eight (48) hours from receipt.

### **6.10.3. Claim periods for damage or discrepancies**

#### **Visible damage to packaging or goods**

Damage, incidents or reservations must be expressly recorded on the carrier's delivery note at the time of delivery and notified in writing to AIRFAL within a maximum period of twenty-four (24) hours from receipt. In the absence of such a reservation on the delivery note, the claim against the carrier may not be made.

#### **Hidden damage**

Defects that are not detectable in the inspection carried out at the time of receipt and that are noticed subsequently must be notified in writing to AIRFAL within a maximum period of seven (7) calendar days from their detection and, in any case, within thirty (30) days following receipt of the goods.

#### **Discrepancies in references or quantities**

Discrepancies relating to references or quantities must be notified in writing to AIRFAL within a maximum period of forty-eight (48) hours from receipt of the goods. Once that period has elapsed, the goods received shall be deemed to conform to the order. In all cases, the notification must include photographs of the packaging and of the affected product, AIRFAL's delivery note number and the carrier's shipment number. Without such documentation, it shall not be possible to properly process the claim against the insurer or the carrier.

### **6.10.4. Packaging**

The packaging used by AIRFAL shall be suitable for the type of transport foreseen under standard conditions. Where the buyer collects the goods at AIRFAL's premises or hires its own carrier, the risk of damage during transport shall be assumed by the buyer from the moment of loading.

### **6.10.5. Delivery times**

The delivery times communicated by AIRFAL shall be estimates only, unless expressly agreed otherwise in writing. Delays arising from causes beyond AIRFAL's reasonable control, including, among others, shortage of components, transport incidents, carrier errors or force majeure events, shall not entitle the buyer to claim any indemnity, compensation or penalty, unless expressly agreed otherwise in writing.

### **6.10.6. Limitation of logistics liability**

Where the damage is attributable to transport, AIRFAL's liability shall be limited to the value of the affected goods, in accordance with the price indicated on the corresponding invoice.

Site stoppages, project delays, loss of profit and any other indirect damage or harm arising from the delay or from the damage produced during delivery are expressly excluded.

## **7. GENERAL PROVISIONS**

### **7.1. Updating of conditions**

AIRFAL may review and update these conditions whenever it deems it necessary. The modifications shall only apply to orders and contracts formalized after the date of entry into force of the new version. Orders or contracts already formalized shall be governed by the conditions in force at the time of their signature, acceptance or confirmation.

### **7.2. Order of precedence of documents**

Should there be a project contract, framework agreement or other contractual document signed by both parties establishing specific conditions different from those set out in this document, the provisions of that contract or agreement shall prevail. This document shall apply in the absence of a specific agreement between the parties.

### 7.3. Language

This document may be available in different languages. In the event of discrepancy, contradiction or difference of interpretation between versions, the version drawn up in Spanish shall prevail.

### 7.4. Applicable law and jurisdiction

These conditions are governed by Spanish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute shall be submitted to the exclusive jurisdiction of the Courts and Tribunals of Zaragoza, with the parties expressly waiving any other jurisdiction.

## 8. APPLICABLE LEGISLATION

This document is subject to Spanish law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The judicial venue for all disputes arising from this warranty shall be Villanueva de Gállego, Spain.