



FERMAX ELECTRÓNICA S.A.U.
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FERMAX ELECTRÓNICA, S.A.U. (hereinafter “**FERMAX**”) will be liable for defects of origin in the products during a period of **THIRTY-SIX (36) MONTHS from the date of issuance of the sales invoice to its direct customer** (hereinafter the “**CLIENT**”), in the terms foreseen in the applicable legislation and in these commercial conditions of sale.

Products that are processed under warranty and that do not comply with the provisions of the previous paragraph will be considered out of warranty. In such cases, FERMAX reserves the right to adopt the necessary measures to be compensated for the damages that have been caused.

Products replaced or repaired during the aforementioned 36-month period shall have their own warranty period of TWELVE (12) months from the date of shipment of the repaired or replaced product, unless the period remaining to terminate the warranty period of the original product is longer, in which case the latter shall apply.

FERMAX's warranty and liability shall not cover any deficiencies beyond its control, especially if they are the result of normal wear and tear, false or inaccurate information provided by the purchaser, negligence, misuse or improper maintenance, failure to comply with the operating instructions of the products, use of the products in conjunction with any unsuitable material, or as a consequence of the influence of a chemical or electrolyte action or other similar causes.

The guarantee granted by FERMAX is subject to the timely fulfilment of the payment conditions agreed with the client. The return of the product under warranty must be requested, exclusively, through the website www.fermax.com, by accessing section “*Warranties*” within the Private Area. All return requests must contain a brief description of the fault and serial number of the faulty product. Once the return authorization has been received, the product will be returned to the purchase warehouse for shipment to FERMAX, always accompanied by such return authorization. FERMAX will not accept the repair or replacement of any product that is not accompanied by the corresponding return authorization.

For avoidance of doubt, it is stated that the responsibility to comply with the legal requirements that, in terms of warranties, must be granted to the final customers/users according to the legislation in force in each country where they market, shall be the sole responsibility of the CLIENT.

DIGITAL SERVICES WARRANTY - SERVICE CONTINUITY

If the product supplied by FERMAX involves the provision of a digital service, the warranty and continuity period of the service offered to users is **THIRTY-SIX (36) months from the date of issuance of the sales invoice for the physical product.**

FERMAX will notify its CLIENT and users of the **termination or indefinite interruption of the service** at least **SIX (6) months in advance**, always maintaining the period of guarantee and continuity of the service mentioned in the previous paragraph. Likewise, in the event of **substantial modification of the contractual conditions** of the services, FERMAX must give **THREE (3) months' notice.**

AVAILABILITY OF SPARE PARTS

FERMAX will maintain **the availability of spare parts, products or systems equivalent and similar in functionality for a period of 10 years from the time an item is discontinued** (5 years for products discontinued before 2022).

Discontinued items are notified by FERMAX to its CLIENTS on a yearly basis along with an updated product price list. In addition, FERMAX may inform of the discontinuation of specific products during the current year, in which case it will be notified by means of a specific written communication.

FERMAX will also be liable for defects of origin of the spare parts acquired for a period of **THIRTY-SIX (36) months** from the date of issuance of the sales invoice to its CLIENT.



Jesús Reseco
Corporate Sales Director



Juan Madrid
Product Director