

General Terms and Conditions of Recruitment



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1. Object and scope of application

These General Terms and Conditions of Recruitment (hereinafter, the "GTC") regulate, in a general and supplementary manner, the offers, quotes, and services provided by ETECNIC Movilidad Eléctrica, S.L. (hereinafter, "ETECNIC"), and shall apply to all contractual relationships that ETECNIC formalizes with private clients, public entities, partners, collaborators, or other third parties.

The GTC shall apply to all products and services marketed by ETECNIC, including, among others, software services, associated services, commissioning, maintenance, operation, management, and services linked to charging infrastructures, except in those matters expressly regulated specifically in the accepted commercial offer, in the conditions or service sheets incorporated therein, or in the contract that, where appropriate, is formalized between the parties.

In the case of clients belonging to the public sector, these GTC shall be strictly supplementary, applying only in matters that do not contradict the provisions of the specifications, applicable regulations, or the corresponding administrative contract.

2. Offer Validity and Scope

Offers issued by ETECNIC shall be valid for two (2) months from their date of issue, unless another period is expressly indicated.

The offer only includes the concepts, services, or products expressly described therein. Any provision not explicitly included shall be excluded and must be the subject of an additional offer or agreement.

3. Prices, Payments, Taxes, and Revision

The prices indicated in the offers are expressed in euros (€) and do not include applicable taxes, fees, or levies, which will be charged in accordance with current regulations.

Payments must be made in euros (€) and for the full invoiced amount, without deductions, offsets, withholdings, or charges. Unless expressly stated otherwise, the prices reflected in the offer are based on the information provided by the client and the technical, economic, and market conditions existing at the time of its issuance.

ETECNIC reserves the right to review or adjust the offered prices when substantial changes occur in the scope of work, significant variations in the technical conditions of the project, or unforeseen cost increases not attributable to ETECNIC, following communication to the client and, where appropriate, acceptance by the latter.

4. Payment Terms

The applicable economic and invoicing conditions shall be those indicated in the accepted commercial offer or, where appropriate, in the specific contract or particular conditions of the contracted service.

In general, invoices shall be due thirty (30) days from the date of issue, unless expressly agreed otherwise.

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Failure to comply with payment deadlines shall entitle ETECNIC to temporarily or permanently suspend the provision of services, without this generating any right to compensation for the client, and without prejudice to any legal actions that may correspond, including the accrual of late payment interest in accordance with current regulations.

5. Supply Conditions

The supply of equipment, devices, or materials by ETECNIC Movilidad Eléctrica, S.L. shall be carried out in accordance with the specifications, configuration, and logistical conditions indicated in the accepted commercial offer and, where applicable, in the contract formalized between the parties.

Unless expressly stated otherwise, the supply shall be understood to be carried out under EX WORKS conditions (current Incoterms®), from the logistical facilities of ETECNIC or its manufacturers or suppliers.

Any delivery terms indicated shall be estimated and may be affected by manufacturer availability, logistical incidents, or causes beyond ETECNIC's control, without this generating any right to compensation.

The warranty conditions for the supplied equipment shall be those established by the manufacturer and shall be detailed in the corresponding warranty policy or in the documentation provided along with the offer.

Unless expressly agreed otherwise, the supply of equipment may be subject to the prior payment, total or partial, of the corresponding amount, as indicated in the accepted commercial offer.

6. Works and Installations

When the accepted commercial offer includes civil works and/or electrical installation, such works shall be carried out in accordance with the scope, conditions, and limitations defined in the offer itself and in the technical data sheets or specific documents that, where appropriate, are incorporated into it.

7. Client Obligations

The client undertakes to provide, in a truthful, complete, and timely manner, all information, documentation, access, and collaboration necessary for the correct execution of the contracted services.

ETECNIC shall not be held liable for delays, additional costs, or breaches arising from the client's failure to comply with these obligations.

8. Subcontracting

ETECNIC may subcontract, in whole or in part, the execution of the services, maintaining in all cases responsibility towards the client under the agreed terms.

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9. Confidentiality

The parties undertake to treat as confidential all technical, commercial, economic, or strategic information to which they have access by reason of the contractual relationship, whether in written, verbal, or electronic format.

The confidentiality obligation shall remain in effect during the contractual relationship and for an additional period of two (2) years after its termination, without prejudice to information that, by its nature, must be kept confidential indefinitely.

10. Liability

EETECNIC's liability shall be limited, in all cases, to the amount actually invoiced for the specific service that gave rise to the claim.

EETECNIC shall not be liable for indirect damages, loss of profits, loss of benefits, business interruption, or other consequential damages.

11. Document Priority

In the event of a contradiction between documents, the order of precedence shall be as follows:

1. The accepted offer and the general conditions set out therein.
2. The contract formalized between the parties, where applicable.
3. These General Terms and Conditions.

12. Applicable Law and Jurisdiction

These General Conditions shall be governed by and interpreted in accordance with Spanish law.

For any litigious matters that may arise from the interpretation or execution of the contractual relationship, the parties submit to the Courts and Tribunals of the city of Reus, expressly waiving any other jurisdiction that may correspond to them.



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Basic Information on Data Protection:

Data Controller: ETECNIC MOVILIDAD ELÉCTRICA, S.L. Purpose: MANAGEMENT AND SENDING OF OFFERS AND COMMERCIAL COMMUNICATIONS. Legal Basis: - Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. Processing is necessary for compliance with a legal obligation to which the data controller is subject. Recipients: Data will not be transferred to third parties, except under legal obligation. Rights: You may exercise your rights of access, rectification, and erasure, as well as other rights, as detailed in the additional information. Additional Information: You can consult additional and detailed information on data protection on our website: www.etecnic.es.