

GENERAL CONDITIONS

1 PURPOSE AND DESCRIPTION OF THIS DOCUMENT

This document aims to inform about the General Conditions of Sale of Products & Services of Neware Technology, SL, with Vat Number B65255259, henceforth Neware.

In the event of any differences between the particular conditions established in the contract and the general ones, they will prevail the particular ones.

2 CONFIDENTIALITY AND DATA SECURITY

2.1 CONFIDENTIALITY

The customer is solely responsible for all the data and programs contained in their computers. Neware – during its interventions- will put all the means at its disposal so that they are not directly or indirectly used, disclosed, distributed, printed or copied, in full or in part, unless the client expressly authorizes to make backup copies or tests. In the event that the systems that will be handled by Neware staff contain confidential or sensitive information, the user or customer must take the necessary measures to ensure that Neware staff cannot access such information.

2.2 SECURITY

If considered necessary by the customers, they can obtain copies and the proper procedures for restoring their data and programs, thus Neware will not assume any responsibility for the loss of data or programs contained in the computer by the malfunction of the hardware, software or handling error.

3 QUOTATION: VALIDITY, ACCEPTANCE AND COST

The prices of the products included in offers and quotes depend on the variations of the market prices and on the availability of product stocks. Unless it is explicitly indicated in the quotation, the general conditions will be the following:

- Price quotes are valid for 6 working days from the date of issue
- The prices and amounts indicated in the quotes are expressed in euros and do not include taxes.
- The quotes do not include the download of programs (due to the loss of the original supports) or the update of new versions nor the waits if it is not possible to access the equipment for whichever reason.
- The displacement of the technicians, travel expenses and diets will not be included in the quotes.
- Freight and shipping costs are borne by the customer and are not included in the quotations.

Any work of analysis or valuation that is carried out for the development of a quotation will be at the expense of the customer; in case of refusal of the quotation, they will be billed as tariff prices.

The cost of carrying out a repair quotation is already included in the same quote as long as it is accepted; otherwise, it will be billed according to Neware's rates.

In order to give the approval, send by email the signed and sealed quote or the equivalent request concerning the quote.

4 PRODUCT SALES – TERMS AND CONDITIONS

Programs, components, new equipment, applications or other software are supplied along with the manufacturer's standard warranties, which will be executed, if applicable, before the manufacturer and through the channels that the manufacturer has provided, which are normally expressed in the relevant documentation that the manufacturer provides attached to the product.

The price of the products does not include the tasks of unpacking, placement, removal of old equipment, connection, installation, configuration or any other type of handling, unless expressly indicated in the quotation or offer.

The order will be considered to be placed once the customer pays in full.

Neware offers installation, reinstallation or configuration services, for either single components or complete equipment. It also offers services for the management of warranties with regards to the manufacturers.

5 INSTALLATION, UPDATE AND SOFTWARE CONFIGURATION SERVICES - CONDITIONS

Installation, configuration and handling works, expressed in hours in the offers and quotations, correspond exclusively to the following tasks: installation of the programs according to the manufacturer's procedure, the process of stopping and starting the equipment -if necessary-, and the displacements of the technician. The customer must verify with the technician the correct functioning of the installed programs since the applicable warranty is valid up until the moment the technician leaves the customer's premises. The evaluation of the reinstallation tasks can be altered by the lack of the original supports, product keys, documentation and manuals, of each and every one of the components, operating system, drivers, programs and applications. The lack of data backup and recovery procedures may involve risks in the loss of data, thus Neware will not assume any kind of responsibility in case of loss of information due to hardware and software error nor handling defect.

Installation tasks do not include in any case:

- Waiting times if computers cannot be accessed due to being in use, running copies or any other reason.
- The actions or components needed in case of located failures or malfunctions during the installation process.
- Actions on the pre-existing software, system or applications to restore the functioning in case a dysfunction is detected during the stop and start process of the equipment.
- Neware will assume no responsibility in case of loss of data or programs contained in the equipment.

The works, displacements, times, components, equipment and materials not included in guarantees or quotes but that still are performed, used or delivered during the whole process, will be invoiced additionally to the current rates.

6 REPAIRS OR EXTENSION OF EQUIPMENT - CONDITIONS

In the replacement of components or the extension of pre-installed equipment, the works that are expressed in hours in the price quotes correspond exclusively to the following tasks: the processes of stopping the equipment, opening and closing the equipment, installation of the new components, starting the equipment and verifying the recognition of the new hardware.

6.1 SOFTWARE REINSTALL SERVICE

The reinstallation of software will be under the same requirements indicated in the "Installation, Update and Software Configuration Service Conditions" section.

The customer must provide our technicians with the original media, product keys, documentation and manuals of each and every component, operating system, drivers, programs and applications to be installed, as well as data backup and recovery procedures.

For email accounts, as well as access to data and programs protected by user keys, the client must provide the necessary codes and accesses.

The evaluation of the reinstallation tasks can be altered by the lack of the original supports, product keys, documentation and manuals of each and every one of the components, operating system, drivers, programs and applications. Reinstallation tasks do not include updating or applying versions that are different from the originals provided, or downloading programs due to the loss of the original media. The lack of data backup and recovery procedures may involve risks in the loss of data, thus Neware will not assume any kind of responsibility in case of loss of information due to hardware and software error or handling defect.

6.2 DATA TRANSFER SERVICES

This service consists of several steps:

- Backup copy of data before an installation or repair, if feasible, and if the means are available in the system.

- Reinstallation of all programs and applications (the client must provide the appropriate supports and licenses).

- Restoration of data backup.

- Checking and verifying the operation of the applications (start-up process only).

No responsibility will be assumed for any loss of data or programs contained in the equipment.

The cost of this service is variable, as it will depend on the programs, the applications to be installed and the transfer data.

6.3 HOSTING SERVICES

Neware will not be responsible under any circumstances for the unavailability of the hosting service, errors that may appear, delays in the access or any anomaly or defect that is due to connection problems of the client or as a result of malicious actions, negligence of the client with respect to the maintenance of its connection system or general problems in the Internet network, causes of fortuitous events or force majeure or any other contingency of an unforeseeable nature and totally unrelated to the good faith of the client.

6.4 OTHER NOT-INCLUDED SERVICES, UNLESS EXPRESSLY INDICATED

Driver Downloads, patch and version application, virus check, etc.

Data recovery from damaged media. The cost of these services is variable and will be billed additionally.

7 WARRANTY MANAGEMENT CONDITIONS, REPAIRS AND ADDITIONAL SERVICES

The warranties and their resolution correspond to the manufacturer and -in many cases-, the buyer must contact him directly to exercise his warranty rights through the channels and procedures established by the manufacturer. Any service or action taken by Neware as a distributor to resolve a product warranty is additional and not part of the product warranty, thus it will have an added cost.

7.1 UNDER-WARRANTY REPAIR MANAGEMENT

- Checking the equipment and verifying its failure.

- Checking and confirming if the equipment is under warranty.

- Proceed or manage the repair, according to the manufacturer's warranty procedure.

- The cost of this service according to Neware's price list.

7.2. OUT-OF-WARRANTY REPAIR MANAGEMENT

- Checking the equipment and verifying its failure.

- Quote repair.

- Proceed to repair, according to price quote.

- The cost of making an estimate is already included as long as it is accepted; otherwise, it will be billed according to Neware's tariff prices.

- The cost of this service will be according to quote, in case of not accepting the quote see price list.

8 DATA PROTECTION

The data concerning the parties must be treated in accordance with the applicable legislation, and in particular the Organic Law on the Protection of Personal Data 15/1999 of December 13th.

Regarding the personal data of the parties, it will appear from the signing of this contract in the corresponding file and will be treated with the purpose of making our contractual relationship effective.

The recipients of this information are, in certain cases, collaborators that provide the necessary services, as well as the official institutions that require the assignment by law.

The companies guarantee at all times the most absolute confidentiality of such data.

If the parties so wish, they may exercise their right to access, rectify, cancel and oppose the processing of data, by writing to the addresses given in this contract.

9 APPLICABLE GENERAL TARIFF PRICES 2021

RATES FOR ASSISTANCE - NO SERVICE CONTRACT

TECHNICAL SUPPORT AND MAINTENANCE, CUSTOMER PREMISES, PHONE AND ONLINE

Technical and maintenance staff	62,00 € / hour
Travel expenses	40,00 €

RATES FOR ASSISTANCE, SUPPORT AND MAINTENANCE - UNDER SERVICE CONTRACT

TECHNICAL SUPPORT AND MAINTENANCE, CUSTOMER PREMISES, PHONE AND ONLINE

Technical and maintenance staff	52,00 € / hour
25-hour pack computer maintenance (49,50 € / hour)	1.237,50 €
50-hour pack computer maintenance (47,50 € / hour)	2.375,00 €
Travel expenses	35,00 €

RATES FOR PROJECT ASSESSMENT

Comp.Systems - IT Consulting - Analyst - Technology Consultancy	52,00 € / hora
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RATES FOR DOMAIN AND WEB HOSTING SERVICES

Registration - Transfer - Generic domain .com .net .org .es fee	16,00 € / year
Registration - Transfer - domain .cat fee	40,00 € / year
Hosting - Web hosting, ftp, mailboxes and technical support	170,00 € / year

Rate valid until December 31, 2022.

The prices indicated do not include taxes.

Our assistance schedule is from Monday to Friday from 9:00 am to 18:00 pm

Tasks performed outside these hours will be charged at an extra rate (double the hourly price) in each case, unless otherwise indicated.

The minimum service at the customer's premises will be 1 hour plus fractions of 1/2 hour.

The minimum service of remote or telephone support will be 1/2 hour plus fractions of 1/4 hour.