

Last updated: 16 February 2026

1. Purpose

These general terms govern the sale of products manufactured and/or marketed by WEN GLOBAL SOLUTIONS S.L.U. (hereinafter, “WGS”) to its customers (hereinafter, “the Buyer”). Placing any order implies the Buyer’s full and unconditional acceptance of these terms.

2. Quotations and order confirmation

- Quotations issued by WGS remain valid for the period stated in each document. Once the Buyer accepts a quotation, WGS will issue a pro forma invoice or order confirmation, which the Buyer must accept within a maximum of 24 hours. If no confirmation is received within that period, WGS may update prices and conditions.
- Any error in price, description or product characteristics appearing in quotations, catalogues or prior communications shall not bind WGS. If an error is detected after order acceptance, WGS will inform the Buyer, and the order will only be valid if both parties confirm the corrected price or conditions in writing.
- Any change requested by the Buyer regarding quantity, design, colours, logos, technical specifications or any other condition must be notified in writing and requires WGS’s express written acceptance to be valid. Until such acceptance is given, the order remains governed by the originally agreed conditions.
- Acceptance of the order by WGS implies the Buyer’s express waiver of claims for damages, penalties, indemnities or compensation of any kind arising from possible delays, defects or breaches, WGS’s liability being limited strictly to the warranty clause.

3. Delivery times

- Delivery times indicated by WGS are indicative only and are expressed in business days. They do not constitute a fixed or guaranteed delivery date and may be affected by public holidays in the country of origin, transit or destination.
- The delivery period starts only when WGS has received from the Buyer all documentation, files, materials, sample approvals or any other element required to begin manufacturing, and provided there are no technical obstacles or force majeure events.
- If the Buyer introduces changes after manufacturing has started, the period restarts from the date WGS confirms in writing receipt and feasibility of those changes.
- If the Buyer requires a firm immovable delivery date, this must be expressly communicated in writing before order acceptance. WGS will assess feasibility and, if accepted, that date will be expressly stated in the order confirmation as an essential condition, without prejudice to force majeure or delays attributable to the Buyer.
- WGS assumes no liability for delays attributable to transport, customs, external suppliers, force majeure or any other circumstance beyond its control. Cancellations, returns or compensation for delay will not be accepted under any circumstances.

4. Cancellations, changes and missing materials from the Buyer

- Confirmed orders may not be cancelled unilaterally by the Buyer. If WGS exceptionally accepts a cancellation in writing, the Buyer must pay all costs incurred by WGS up to that point (including, among others, materials, sample preparation, engineering studies, labour and administrative costs), which will be invoiced and may not be offset against the initial deposit.
- If, after a period longer than the estimated delivery time, the Buyer has not provided the materials needed for manufacturing (such as logos, final artwork files, sample approvals, etc.), WGS may, at its option:

- a) Invoice the Buyer for costs incurred to date, leaving the order pending receipt of materials; or
- b) Terminate the order, invoicing the Buyer for all costs incurred, without any obligation to deliver goods or refund amounts already paid.
- Any order change requested by the Buyer after production has started may be accepted by WGS, but will in any case involve invoicing of the additional costs generated and restarting the delivery period as set out above.

5. Manufacturing process and modifications

- Before series manufacturing, WGS may prepare photomontages or virtual or physical samples for Buyer approval. Such samples are illustrative, and variations inherent to industrial or printing processes are acceptable within the tolerances in clause 6.
- Buyer approval of a sample implies acceptance of its characteristics, finishes and colours. Any later change requires a new quotation and WGS's express written acceptance, and may involve additional costs.
- If manufacturing defects are detected, WGS's sole obligation shall be, at its option, to repair or remake the defective products. Any economic compensation, indemnity for direct or indirect damages, loss of profit or penalties of any kind is expressly excluded.

6. Goods receipt and tolerances

- Goods are considered conforming and accepted by the Buyer where variations fall within these industrial tolerance limits:
 - Quantity: $\pm 2\%$ of the total order.
 - Dimensions: $\pm 5\%$ of the specified measurements.
 - Colour and finish: $\pm 5\%$ variation from the standard sample (e.g. approximate Pantone, process-related shade differences).
- The Buyer must inspect the goods upon receipt. Any claim for visible defects, quantity differences or non-conformity must be notified to WGS in writing within ten (10) business days of receipt. After that period, the goods are irrevocably accepted, without prejudice to the warranty for hidden manufacturing defects under clause 11.
- Upon timely notification, WGS will assess the defect and, if attributable to manufacturing, arrange repair or replacement, excluding any other form of compensation.

7. Transport and insurance

- Unless otherwise expressly agreed in writing, delivery is deemed completed and risk in the goods (including loss, damage or theft) passes to the Buyer when the goods are made available to the carrier at WGS's premises, even if transport is arranged by WGS on the Buyer's behalf.
- By default, WGS will take out transport insurance covering the actual value of the goods up to €55,000 per shipment. If the order value exceeds that amount, the Buyer must expressly request extended cover and bear the extra cost.
- Any transport incident (delay, loss, breakage, partial theft) must be claimed by the Buyer directly with the insurer or carrier, with WGS's assistance on documentation. WGS assumes no liability for damage or loss during transport and is limited to assigning rights under the insurance taken out.
- WGS's liability for indirect damages, loss of profit, business interruption, the Buyer's contractual penalties to third parties, or any other consequential damage arising from transport incidents or delivery delays is expressly excluded.

8. Commercial terms and payment

- Unless special terms are agreed in writing, all orders require a 30% deposit of the total amount upon order confirmation. The balance must be paid as stated in the pro forma invoice or order confirmation (generally advance payment of the remainder, or payment against delivery).

- Confirmed orders are non-cancellable under clause 4. If a cancellation is exceptionally accepted, amounts paid on account will not be refunded, and incurred costs will also be invoiced.
- If deferred payment or payment on delivery was agreed, the Buyer must pay within a maximum of five (5) days from the invoice date or from when the goods are made available. Any claim regarding product quality or condition does not relieve the Buyer of the obligation to pay on time.

9. Notification of discrepancies and changes to these terms

- Any discrepancy the Buyer wishes to raise against these terms, and any amendment to them, must be notified in writing to WGS and requires WGS's express written acceptance to be valid.
- Mere confirmation of the order by the Buyer, payment of any amount on account, or receipt of the goods without express reservation implies full and unconditional acceptance of these general terms.

10. Copyright, intellectual property and materials supplied by the Buyer

- The Buyer represents and warrants that it owns all industrial and intellectual property rights (trademarks, logos, designs, patents, texts, images, files) provided to WGS for order fulfilment, or, if not the owner, that it holds the licences or authorisations needed for their use and reproduction for the purposes of this contract.
- By sending any material to WGS, the Buyer automatically authorises WGS to use, reproduce, modify and adapt that material exclusively for manufacturing the ordered products. Any other use by WGS without express consent is prohibited.
- The Buyer shall indemnify and hold WGS harmless against any claim, penalty, damage or loss arising from infringement of third-party rights due to use of materials supplied by the Buyer, including legal defence costs, lawyers' fees and court costs.

11. B2B warranty

- All products manufactured by WGS for business customers (B2B) carry a twelve (12) month warranty from the invoice date, except batteries and consumable components, which have a six (6) month warranty, unless another period is expressly agreed in writing.
- The warranty covers only manufacturing defects that prevent normal product operation. Damage caused by improper use, mishandling, accident, normal wear, overloads, incorrect connections or modifications not authorised by WGS is excluded.
- For a covered defect, WGS's sole obligation shall be, at its option, to repair the product or replace it with one of similar characteristics. Liability for direct, indirect or consequential damages, loss of profit, the Buyer's contractual penalties to its customers, or any other economic compensation is expressly excluded.
- Return shipping of the defective product is at the Buyer's expense. Shipping of the repaired or replacement product is at WGS's expense only if WGS recognises the defect.
- To claim under the warranty, the Buyer must notify the defect in writing within the warranty period, describing the problem in detail and, when required, returning the product to the facilities indicated by WGS. Failure to notify within ten (10) days of detecting the defect may result in loss of warranty.
- Order acceptance implies full acceptance of this limited warranty, the Buyer expressly waiving any other legal warranty regime that might apply to WGS's detriment.

12. Tacit acceptance of terms

- Placing an order, confirming it, paying any amount, or receiving the goods without express objection implies the Buyer's full acceptance of these General Terms of Purchase, which are incorporated into the contract without need for an additional signature.

Signed: Sergio Martinez Herrera
Sole Administrator of Wen Global Solutions SLU