

General Terms and Conditions of Sale

1. All deliveries and services performed by SEW-EURODRIVE ARGENTINA S.A., including products, repairs, conversions, Amendments, overhauls, commissioning, programming services, maintenance and repairs, modernization of machinery and systems, unit replacements, training, and similar services, will be carried out according to these General Sales Conditions. The Buyer accepts these conditions in their entirety; every order implies the Buyer's acceptance of these General Conditions, unless otherwise agreed upon in writing.
 2. These General Conditions of Sale, together with the written offer from SEW-EURODRIVE ARGENTINA S.A., will prevail over any other negotiations or correspondence, and constitute the sole and complete agreement between the Buyer and SEW-EURODRIVE ARGENTINA S.A. Regarding the conditions over the order. SEW-EURODRIVE ARGENTINA S.A. will not be bound by any waiver, Disclaimer or modification of these Conditions that has not been made expressly, in writing, and by authorized representative.
 3. These Conditions will be considered communicated to the Buyer from the moment they receive an offer from SEW-EURODRIVE ARGENTINA S.A. together with these Conditions. Alternatively, they will be considered communicated if the Buyer has previously received them during their commercial relationship with SEW-EURODRIVE ARGENTINA S.A., and in all such cases, they will be considered accepted by the Buyer, for all legal purposes, upon placing their order.
 4. The payment terms for each transaction will be agreed upon between the Buyer and SEW-EURODRIVE ARGENTINA S.A. and will only be applicable once established by the latter. These payment terms must be detailed in all documents related to the commercial transaction. SEW-EURODRIVE ARGENTINA S.A. may perform any credit and financial analyses of the Buyer that are considered necessary in order to establish the payment terms that will rule the commercial relationship.
 5. Offers are valid only for the period specified by SEW-EURODRIVE ARGENTINA S.A. However, SEW-EURODRIVE ARGENTINA S.A. reserves the right to revoke them in whole or in part at any time before receiving the order from the Buyer. The transaction will not be considered firm until the written acceptance of the order by SEW-EURODRIVE ARGENTINA S.A.. All documentation provided with the offer is for guidance only unless explicitly designated as mandatory.
 6. The data in catalogs, documentation, drawings, photographs, and, in general, all information included in offers may be subject to modification by SEW-EURODRIVE ARGENTINA S.A. without prior notice.
 7. All costs and taxes arising from the formalization and fulfillment of the order will be for the Buyer's account. If the Buyer is entitled to a tax exemption or holds a tax exemption certificate for any or all taxes applicable to the transaction, they must present The document or certificate issued by the competent tax authorities in a form acceptable to SEW-EURODRIVE ARGENTINA S.A
 8. SEW-EURODRIVE ARGENTINA S.A. reserves the right to delay delivery if the Buyer fails to pay, on the stipulated date, down payments or payments for previous orders. This also applies to any changes in product specifications proposed by the Buyer and accepted by SEW-EURODRIVE ARGENTINA S.A. after the execution of the Contract.
 9. Shipments, deliveries and services provided by SEW-EURODRIVE ARGENTINA S.A. shall be limited to what is specified in the corresponding order accepted by SEW-EURODRIVE ARGENTINA S.A.. Verbal agreements or modifications will only be valid after being confirmed in writing.
 10. The place of delivery for the products will be at one of the following plants, to be determined according to SEW-EURODRIVE ARGENTINA S.A:
Buenos Aires Plant: Ruta Panamericana Km 37.5, Lote 35-(B1619IEA) Industrial Center Garin-Prov. of Buenos Aires.
Córdoba Plant: Ruta Nacional 19, Manzana 97, Lote 5-(X5125) Malvinas Argentinas Prov. of Córdoba.
Santa Fe Plant: Ruta Prov. 21 Km 7, Lote 41-Parque Industrial Alvear (2126) Gral. Alvear-Prov. of Santa Fe.
Mendoza Plant: Francisco Gabrielli (ex Urquiza) 2060-Industrial Zone Guaymallén-CP 5521-Prov. of Mendoza.
 11. The delivery terms and responsibilities for the goods are defined by the following clauses:
EXW: The place of delivery of the goods is at the SEW-EURODRIVE ARGENTINA S.A. plant, and risk is transferred to the Client at the moment the goods are placed on the transport vehicle contracted by the latter. Shipping cost and insurance (optional) are the responsibility of the Client.
CPT: The place of delivery of the goods is the one agreed upon by the parties, and risk is transferred to the Client at the moment the goods are placed on the transport vehicle contracted by SEW-EURODRIVE ARGENTINA S.A.. In the event of more than one transport, the risk is transferred when the goods are loaded onto the first one. Insurance (optional) is the responsibility of the Client.
 12. The costs of packaging and transport will for the Buyer's account, unless otherwise indicated in writing. In the case of transport arranged by the Buyer, the goods will be insured only upon the Buyer's express written request and at their expense. If, at the Buyer's request, the transport is contracted by SEW-EURODRIVE ARGENTINA S.A., the costs will be for the Buyer's account. Additionally, if the value of the transported goods exceeds USD 20,000, the Buyer will pay an amount equivalent to 2% of the value of the goods for insurance.
 13. Deliveries and services to be carried out by SEW-EURODRIVE ARGENTINA S.A. will be performed as soon as possible. Any type of claim by the Buyer for failure to meet a delivery deadline is expressly excluded. SEW-EURODRIVE ARGENTINA S.A. is not responsible for any delays, including but not limited to those caused by unforeseen events, force majeure, labor disputes, non-compliance by subcontractors, failure to provide necessary information in a timely manner by the Buyer, as well as any other circumstance beyond the company's control.
 14. In the case of partial deliveries and services to be carried out by SEW-EURODRIVE ARGENTINA S.A., these will be considered as a separate transaction, and the fulfillment or non-fulfillment of a partial delivery and/or service will not affect the other partial deliveries or services.
 15. If all or part of the finished products cannot be delivered on the agreed date due to reasons attributable to the Buyer, SEW-EURODRIVE ARGENTINA S.A. reserves the right to dispose of them 30 days after the notice of availability. In such cases, the costs incurred by SEW-EURODRIVE ARGENTINA S.A. for the readaptation of the products will be borne by the Buyer.
 16. This transaction is considered to be made under the "sale with retention of title, under resolutive condition" regime until the Buyer has made the full payment for the price. The transaction remains subject to the laws governing this matter, with special attention to what refers to the risk of the goods and the eventual application of the "Termination Clause" that allows the rescission of the contract in case of non-fulfillment.
 17. The order cannot be unilaterally canceled by the Buyer. Otherwise, SEW-EURODRIVE ARGENTINA S.A. may request compensation from the Buyer for the damages and losses caused.
 18. Any claim that the Buyer wishes to make regarding the identity, quality, characteristics, defects, etc., of the goods must be submitted in writing within four days of their receipt. After this period, the goods are presumed to be fully accepted, and any possibility of a claim is excluded.
 19. In the case of defects in the goods, SEW-EURODRIVE ARGENTINA S.A. will be obligated, at its sole discretion, to repair or replace the goods or the corresponding parts. The costs of transport and labor required for this purpose will be borne by the Buyer. Any other claims for defects that the Buyer may have are expressly excluded. In no case, and only if the Law allows, will SEW-EURODRIVE ARGENTINA S.A. be liable for any other direct or indirect damages or losses that may be caused to people or property as a result of defects in the goods. This also applies to the Buyer's loss of profit.
 20. The Buyer guarantees that the manufacturing and delivery of goods made according to their specifications do not infringe upon the industrial property rights of third parties.
 21. If molds, models, tools, or other installations are manufactured or purchased at the Buyer's request, SEW-EURODRIVE ARGENTINA S.A. will bill a portion of the costs to the Buyer. However, if these costs do not fully cover the expenses, the molds, templates, tools, etc., will remain the property of SEW-EURODRIVE ARGENTINA S.A.
 22. Unless otherwise explicitly agreed upon in writing, SEW-EURODRIVE ARGENTINA S.A. will not provide any services in the area of functional safety. It will be the Client's responsibility to observe and comply with the functional safety standards and regulations related to the service provided.
 23. If services cannot be provided for reasons beyond the responsibility of SEW-EURODRIVE ARGENTINA S.A., the Client will be billed for the work performed to prepare a quotation, as well as for the necessary time and labor (time required for problem-solving and hours worked). These reasons include, in particular, the following:
 - The reported defect is not found during the inspection.
 - Spare parts are unavailable.
 - The Client has negligently failed to meet a planned deadline.
 - The contract is terminated while the services are being rendered.
 24. The Client must provide SEW-EURODRIVE ARGENTINA S.A. with all the necessary information and documentation to perform the services properly and with sufficient notice before starting the work. The Client must inform in advance the need for any specific safety controls or requirements (e.g., airport, port terminal, nuclear power plant, fear of heights, or similar). If the services are provided abroad, the Client must provide information on the requirement travel procedures (visa, invitations, authorizations, necessary formalities). SEW-EURODRIVE ARGENTINA S.A. reserves the right to terminate the contract if official travel warnings are issued.
 25. The Client must inform SEW-EURODRIVE ARGENTINA S.A. of all relevant interfaces (hardware and software) that SEW-EURODRIVE ARGENTINA S.A. must consider during the provision of the services. This is especially important in the case of programming services based on the Client's data processing systems. If the service is provided at a location other than the SEW-EURODRIVE ARGENTINA S.A. plant, the Client must take the necessary measures to protect people and objects at the service location. In their written order and before the start of the on-site work, they must also inform SEW-EURODRIVE ARGENTINA S.A. personnel of any special existing safety regulations, as long as they are important for the personnel. They must inform SEW-EURODRIVE ARGENTINA S.A. of any violations of safety regulations by SEW-EURODRIVE ARGENTINA S.A. personnel. In case of serious violations, they may, together with the SEW-EURODRIVE ARGENTINA S.A. contact and deny the offender access to the service location.
 26. If the service is provided at a location outside the SEW-EURODRIVE ARGENTINA S.A. plant, the Client is obligated to provide technical assistance at their own expense, particularly by:
 - a) Providing all necessary and appropriate auxiliary personnel for the required period. This personnel must follow the instructions of the Client's personnel. SEW-EURODRIVE ARGENTINA S.A. assumes no responsibility for said personnel if they cause defects or damages as a result of the Client's instructions.
 - b) Performing all necessary construction, ballasting, and scaffolding work, including the procurement of the necessary construction materials.
 - c) Providing the necessary heavy equipment and tools, as well as the necessary daily-use items and materials.
 - d) Providing heating, lighting, power, and water, including the necessary connections.
 - e) Providing the necessary dry areas with locks for storing tools belonging to SEW-EURODRIVE ARGENTINA S.A. personnel.
 - f) Protecting the service location, as well as the materials used, from any type of harmful effects, while keeping the location clean.
 - g) Providing adequate and theft-proof rest areas and workspaces (with heating, lighting, toilets, and sanitary facilities) and first aid for SEW-EURODRIVE ARGENTINA S.A. personnel.
 - h) Providing the materials and doing everything necessary for the regulation of the service element and for performing any tests specified in the agreement.
 27. The Client's technical assistance must ensure that the service can begin immediately upon the arrival of SEW-EURODRIVE ARGENTINA S.A. personnel and that the service can be carried out without delay until its acceptance by the Client. SEW-EURODRIVE ARGENTINA S.A. will provide the Client with any special plans or instructions requested in due time.
 28. If the service consists of the replacement of units, it is the Client's responsibility to ensure that the replacement unit supplied by SEW-EURODRIVE ARGENTINA S.A. is functionally compatible with the machine or system where the unit to be replaced was located. SEW-EURODRIVE ARGENTINA S.A. will limit itself to informing the Client of the technical characteristics of the replacement unit and will not assess its full compatibility across all possible technical characteristics.
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29. The Client is obliged to accept the services as soon as they are notified of their completion and any contractually stipulated testing of the service element has been completed. If the service has not been performed as stipulated in the agreement, SEW-EURODRIVE ARGENTINA S.A. must remedy the defect. This does not apply if the defect is irrelevant to the Client's interests or is due to a situation attributable to the Client. In the case of a minor defect, the Client cannot refuse to accept the work performed. If acceptance is delayed and SEW-EURODRIVE ARGENTINA S.A. is not responsible for the delay, acceptance will be deemed to have occurred two weeks after the Client has been notified that the services have been successfully completed.
30. Payments will be made in U.S. Dollars or the equivalent amount in Pesos, based on the selling exchange rate of Banco Nación Argentina on the day before the payment date. Any delay in payments will entitle SEW-EURODRIVE ARGENTINA S.A. to charge interest for the delay, which will correspond to the short-term loan rates applied by Banco Nación Argentina. Payments made by checks or bills will only be accepted with the reservation of their successful collection.
31. If SEW-EURODRIVE ARGENTINA S.A. becomes aware of a significant deterioration in the Client's financial situation after sending the order confirmation, its amounts due will become payable immediately. Additionally, SEW-EURODRIVE ARGENTINA S.A. has the right to make pending deliveries and provide services, even if they differ from the order confirmation, only against an advance payment, and to terminate the contract after a reasonable grace period, unless the Client provides a guarantee to the satisfaction of SEW-EURODRIVE ARGENTINA S.A.. The same applies in case of non-compliance with the payment terms, even if such non-compliance affects other orders from the mutual commercial relationship.
32. The Buyer will have no right to compensation or to withhold payments for any claim they may have against SEW-EURODRIVE ARGENTINA S.A.. In case of a payment delay, SEW-EURODRIVE ARGENTINA S.A. may consider any other payments to be made by the Buyer as due.
33. Offers shall be valid for a period of four weeks
34. Any payment terms differing from those established by SEW-EURODRIVE ARGENTINA S.A. shall only be valid if they are expressly accepted by SEW-EURODRIVE ARGENTINA S.A.
35. The Buyer and SEW-EURODRIVE ARGENTINA S.A. expressly agree to submit to the jurisdiction and venue of the Courts of the City of Buenos Aires, expressly waiving any other venue or jurisdiction that may correspond to them."
36. Export Control Regulations
- (1) The Parties (SEW-EURODRIVE Argentina S.A. and the Other Party) acknowledge that the goods and/or services or parts of them, particularly the export and transit of goods, the transfer of technology, trade and intermediation, technical support, or the provision of resources, may be subject to specific export control laws and regulations of the EU, Germany, the U.S., or other countries (e.g., restrictions against countries, people, use, etc.) and financial sanctions (hereinafter referred to as Export Control Regulations).
- (2) The Parties will comply with all applicable Export Control Regulations. This includes, in particular, any regulations of the destination country. The Parties acknowledge that the goods and/or service affected by such Export Control Regulations may be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation prevents SEW or the Other Party from fulfilling this Agreement, not just temporarily, each Party will have the right to cancel the affected purchase and/or service transaction or the Agreement in its entirety or in part.
- (3) Delays caused by the licensing procedures of the competent export control authorities will extend the execution time accordingly; this applies in particular to delivery times.
- (4) All claims for compensation in relation to the denial or delay of an application due to Export Control Regulations are excluded, unless they refer to damages caused by injury to life, body, or health, or unless the damage has been caused intentionally or by gross negligence by either Party.
- (5) The Parties undertake to cooperate in any authorization/licensing procedure. Upon request, each Party will immediately provide the relevant information/documents (e.g., end-use certificates) required in the application process to the other Party.

Terms and Conditions of Warranty

37. SEW-EURODRIVE ARGENTINA S.A. warrants to the Buyer that the product and/or service to which this warranty refers will be free from manufacturing and workmanship defects for 12 months, counting from the date of the user's product purchase. The warranty service covers only those defects that arise as a result of the normal use of the product and/or service and not those resulting from:
- a) Incorrect use and/or selection according to the product's technical specifications.
- b) Modification of the original nominal operating conditions for which the equipment was purchased.
- c) Inappropriate or inadequate maintenance, alteration, or repair performed by personnel not authorized by SEW-EURODRIVE ARGENTINA S.A..
- d) Damage or breakage during transport.
- e) Normal operational wear and tear occurring within the warranty period.
- f) Damage or breakage of the product due to incorrect installation and/or use, such as:
- Misaligned mounting on the input and/or output shafts of gear reducers, gearmotors, or electric motors.
 - Mounting position different from the one specified on the equipment's identification plate.
 - Use of lubricants not recommended by SEW-EURODRIVE ARGENTINA S.A..
 - Operating conditions in ambient temperature ranges different from the nominal ones.
 - Incorrect line connection based on its nominal voltage.
 - Absence of protection elements against overload or phase failure in electric motors.
 - Incorrect calibration of the electric motor's protection.
 - Incorrect mounting based on the recommended protection and ventilation conditions.
 - Presence of foreign elements inside the equipment, such as water or dirt.
 - Absence of protective grounding, or deficient connection.
 - Incorrect or out-of-range load connection as specified in the operation manual.
 - Repeated reconnection after an overload-related service outage.
- g) Any deviation from the installation, use, and maintenance conditions specified in the installation and maintenance manuals.
38. Regarding software, only deviations from the agreed-upon characteristics that the Client can demonstrate and reproduce will be considered defects. a) It will not be considered a defect if the deviation does not occur in the latest software version provided to the Client and it is reasonable for the Client to use that version. b) There will be no warranty claims for defects or damages that appear or arise due to special external influences or causes not foreseen in the agreement. c) There will be no warranty claims in case of software changes made by the Client or third parties and the consequences of them.
39. Warranty claims will not be accepted if the supplied or created software is not compatible with the data processing environment used by the Client. Defects will be remedied at the Client's facilities or at the SEW-EURODRIVE ARGENTINA S.A. plant, at the discretion of SEW-EURODRIVE ARGENTINA S.A.. If SEW-EURODRIVE ARGENTINA S.A. decides to remedy the defect at the Client's facilities, the Client must provide the hardware and software and ensure other operating conditions (including the necessary processing time) with adequate operating personnel. The Client must provide SEW-EURODRIVE ARGENTINA S.A. with all necessary documentation and information in their possession to remedy the defect. When creating software as stipulated in the contract, SEW-EURODRIVE ARGENTINA S.A. is limited to implementing the Client's functional specifications. Therefore, SEW-EURODRIVE ARGENTINA S.A. assumes no responsibility if the use of the software it created infringes on a third-party patent or utility model. The Client assumes the risk that the object operated using the software or any process that uses the software infringes on a third-party patent or utility model. However, SEW-EURODRIVE ARGENTINA S.A. warrants that the software itself is free from any third-party copyright. The Client is responsible for performing adequate backups of their data. The Client is responsible for thoroughly testing the software created and/or modified by SEW-EURODRIVE ARGENTINA S.A. before putting it into production.
40. If the service consists of software creation, the Client will receive a worldwide, non-exclusive, unlimited, irrevocable, unrestricted, and transferable right to use it. SEW-EURODRIVE ARGENTINA S.A. reserves the right to continue using or to grant additional usage rights over any of the services it has provided as part of the software creation process for its own commercial purposes, including services to third parties.

To ensure the validity and terms of the warranty, the user must request an installation inspection from SEW-EURODRIVE ARGENTINA S.A. after the products have been acquired. After verifying the correct installation and operation of the products, SEW-EURODRIVE ARGENTINA S.A. will issue a written certificate of acceptable installation and operation. If SEW-EURODRIVE ARGENTINA S.A. verifies incorrect installation and/or use of its products, the user will be notified in writing of this circumstance, and will also be informed that the warranty service will be void until the conditions of use and/or installation are corrected. The warranty and product inspection services are free for the Client for the first visit, up to a maximum of 4 hours of stay at the location where the equipment is installed for its verification. These services do not include the costs of travel and stay for the SEW-EURODRIVE ARGENTINA S.A. personnel assigned to perform the services; such expenses are the responsibility of the Client.

SEW-EURODRIVE ARGENTINA S.A. offers no warranty that the operation of its products will be uninterrupted or error-free. Under no circumstances will SEW-EURODRIVE ARGENTINA S.A. be liable for any damages or losses and/or any charge for loss of profit that is a direct, indirect, or remote consequence of the product's use or malfunction, regardless of the basis of the claim (contractual, Non-contractual, statutory, or legal).