

INTRODUCTION

These General Terms and Conditions of Contract (hereinafter “General Terms and Conditions”), govern the online sales process, as well as the terms and requirements governing the relationship between the parties. Acceptance of the General Terms and Conditions implies compliance with each of the sections described herein.

In compliance with the provisions of article 10 of Law 34/2002, of July 11, on Information Society Services and Electronic Commerce (LSSICE, for its initials in Spanish), identification data for the owner of this online sales process can be found below:

- Business name: CORPORACIÓN EMPRESARIAL ALTRA, S.L. (hereinafter ALTRA CORPORATION).
- Tax ID No. (NIF): B92611102.
- Registered in the Malaga Companies Registry, Volume 3745, Book 2656, Folio 140, Sheet MA-75590, Entry 4.
- Address: Calle Marie Curie, No. 21, CP 29590 Campanillas, Malaga, Spain.
- Email: customers@airzonecontrol.com
- Telephone: +34 900400445.

APPLICABLE LEGISLATION

These General Terms and Conditions have been drafted in compliance with the provisions of the following legislation, among others:

- Directive 2000/31/EC of the European Parliament and of the Council of June 8, 2000 on certain legal aspects of information society services, in particular electronic commerce in the Internal Market (Directive on Electronic Commerce).
- Law 34/2002, of July 11, on Information Society Services and Electronic Commerce.
- Law 7/1998, of April 13, on General Terms and Conditions of Contract.
- Regulation (EU) No 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).
- Organic Law 3/2018 of December 5, on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD).

This document, which is made available in the language selected by the Client from among those offered on this website, constitutes the framework of the general terms and conditions that will govern the online sales process.

LEGAL CAPACITY OF THE PURCHASER

For the User to hold the status of Client, he/she must have the legal capacity to be bound by these terms and conditions. In the event that this condition is not met, purchases cannot be made through this online sales modality for professionals. Sales to minors are not permitted.

During the purchase process, the Client must fully and unreservedly accept the General Terms and Conditions, which will always be included for acceptance prior to finalizing the purchase, as well as in the confirmation process of the purchase, so that they may be saved by the Client for reproduction when necessary.

INFORMATION ABOUT THE PURCHASE PROCESS

To make an online purchase, the Client must use the following process:

1. Register as a User to see the store that is accessible after the log-in.
2. The Client can select the product or products he/she wishes to purchase or use the shopping assistant to draw up a list of items that are then added to the cart.
3. After selecting each product, the Client should click on "Add to Cart", which will add the product to his/her shopping cart. The Client may continue to add more products to his/her shopping cart, or remove products if desired.
4. The Client must choose the form of payment for his/her order. The Client must also select between the different delivery options. In the event that the Client requires the product to be delivered to a geographical area not covered by the online sales process, the Customer Service department must assess the feasibility of delivery, and send the Client a specific budget indicating costs and shipping dates.
5. During the last step a summary of the selected items will appear with a total price and shipping costs, and the General Terms and Conditions must be accepted before proceeding to payment.
6. Once the ordering process has been finalized, a confirmation screen will appear detailing the order details and including the General Terms and Conditions of Contract so that the Client may save this document if so desired.

During the purchase process, the Client may amend or correct the data entered by accessing the corresponding window. It is the Client's obligation to provide correct and updated data.

PRICE AND FORMS OF PAYMENT

The prices listed for our products are in euros/dollars and include tax.

ALTRA CORPORATION will cover the costs corresponding to any tariffs that may be generated in the process of delivering the product.

When placing an order, the Client can choose between the following forms of payment in order to pay for the purchases made:

Bank transfer

Payment by bank transfer is a simple payment method for making purchases over the Internet. The User can make this payment conveniently from his/her bank account.

If you choose this payment option, once your order has been completed, the details required to make the bank transfer will appear on the screen. In addition, we will send you an email with these details. In this email we will indicate the cost of the order, the reference number you must indicate in the transfer and the account number of the entity you have selected. Remember that you will have to indicate the reference code for your order as the payment reference in order to avoid handling errors.

From the moment you formalize the order, you have a maximum period of 5 calendar days to make the transfer.

- Accounts available:
 - For transfers in euros:
 - ES8521030227260030005312
 - Bank Identifier Code (B.I.C.): UCJAES2MXXX
 - For transfers in dollars:
 - ES9121008641617200303513
 - Bank Identifier Code (B.I.C.): CAIXESBBXXX

Once the payment has been confirmed, the expected delivery time will be calculated and we will proceed to the processing, packing, invoicing and shipping of the product.

If you want information about the receipt of your transfer or to check the status of your order, you can contact our Customer Service department through the private user area.

Credit / debit card

Payment by credit/debit card means that your card information will be sent directly to the financial institution in charge of managing the collection of payment.

When using this form of payment, ALTRA CORPORATION will never collect or handle any data relating to the Client's card number. All data are processed directly by the payment service provider, and ALTRA CORPORATION thus offers the Client the greatest transparency and confidentiality in the transaction. The payment of your order is carried out directly with this entity, thus offering maximum security.

The cards currently accepted by the payment gateway are all those that show the logos for VISA, Mastercard, Euro 6000 and Maestro, as well as those belonging to the Red 6000 network. If you have any questions about this, you can contact our Customer Service department.

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The Client agrees to receive the invoice for the purchase made in electronic format. Electronic invoices will be provided in PDF format via email and will also be available to the Client in their private user area. The Client may request a paper copy of the invoice through the private user area.

TERRITORIAL SCOPE OF SALE

This platform includes the markets and countries listed in the online sales process in the territorial scope of sale.

In the event that the Client requires the product to be delivered to a geographical area not covered by the online sales process, the Customer Service department must assess the feasibility of delivery, and send the Client a specific budget indicating costs and shipping dates.

DELIVERY TIMES

The delivery time will depend on the delivery location indicated by the Client. Therefore, in each purchase process, once the product or products to be purchased have been selected and the delivery address has been entered, the estimated delivery time will be calculated and communicated to the Client.

SHIPPING COSTS

Shipping costs will depend on the delivery location. Therefore, once the product or products to be purchased have been selected and the delivery address has been entered, the amount to be paid in shipping costs will be calculated and communicated to the Client.

WITHDRAWALS

The Client has the Right of Withdrawal, by virtue of which he/she may return the product received if he/she finds that it does not meet expectations. This right of withdrawal must be exercised within a maximum period of 14 calendar days from receipt. In order to exercise this right, the product must be in perfect condition and all parts must be preserved.

The refund of the purchase price will be made once the condition of the merchandise has been checked, through the same payment method used by the purchaser and, in any case, within a maximum of 14 calendar days from receipt of the goods or, if the goods have not been received after this period, within a maximum of 40 calendar days from when ALTRA CORPORATION becomes aware that the goods have been sent. To this end, the purchaser must attach the proof of shipment on the platform. The cost of return derived from the exercise of the right of withdrawal shall be borne by the purchaser.

Any request for return may be made through the private User Area, as a direct channel to meet client requests.

In order to process the return request quickly and easily, we recommend that you enter your User Area, access the order that includes the item you wish to return and click on "Return". If the order contains several items, you must select the specific item by identifying its serial number. Selecting the item to be returned and pressing "Send" starts the entire return process.

You can also access our withdrawal form by clicking [here](#). Once you have completed it, send it, either by post or by e-mail, to the respective addresses included in the first section of these General Terms and Conditions of Contract. In any case, we will notify you of the receipt of the withdrawal without delay, using a durable medium.

Remember that, in the case of withdrawal of purchases made from territories subject to tariffs, the costs of return also imply payment by the consumer of the rates and tariffs accrued in that process.

WARRANTY

All our products are guaranteed against manufacturing defects for two years from the date of delivery. The warranty does not include damage caused by misuse or normal wear and tear.

In the event of a defective product, ALTRA CORPORATION will proceed, as appropriate, to repair, replace, reduce the price or terminate the contract. These actions will be free of charge for the consumer and user. ALTRA CORPORATION shall be liable for any lack of conformity that appears within two years of delivery. The consumer and user must inform ALTRA CORPORATION of the lack of conformity within two months of becoming aware of it. In this case, you may request the implementation of the warranty through the private user area and we will inform you of the repair/substitution process.

The warranty does not cover damage caused by misuse or normal wear and tear, or defects caused by negligence, knocks, improper use or handling, storage in inadequate conditions that may damage the product, such as extreme temperatures or humidity, unsuitable voltage, electrical incidents, improper installation and/or use that was not carried out by the authorized Technical Service when appropriate, nor materials subject to wear and tear through normal use. The warranty will be void for any products modified or repaired by the Client or any other person not authorized by ALTRA CORPORATION.

Repair or replacement of defective products will be free of charge, including the costs incurred to remedy the goods' lack of conformity with the contract, especially the shipping costs, as well as costs related to manual labor and materials.

In absence of proof to the contrary, it shall be understood that the products are in compliance with the purchase, provided that they comply with the following requirements:

- a) They conform to the description given by the seller and possess the qualities of the product that the seller has reported to the consumer and user in the form of a sample or model.
- b) They are fit for the purposes for which ordinarily products of the same type are used.
- c) They have the usual quality and performance that the consumer and user can reasonably expect for a product of the same type, given the nature of the product.
- d) In the event that the product is defective and is within the warranty period, the Client may return it together with all its accessories. In this case, ALTRA CORPORATION shall pay the shipping costs that are generated by the delivery of the product and its return. ALTRA CORPORATION will proceed to re-send the repaired or replaced product free of charge.
- e) ALTRA CORPORATION will provide the Client access to its transport company for the collection of the goods free of charge.
- f) In the event that the Client has returned a product based on an alleged defect or error in the goods, but in the end it is determined that there is no defect or error, the cost of the return shall be paid by the Client.
- g) The Client must manage the return process through his/her private User area.

Extension of Warranty

In the event that the acquired HVAC system has a Webserver for management through a Cloud platform with wireless network connection via WiFi, ALTRA CORPORATION will provide a one-year warranty extension free of charge for the Client.

In the event that during the additional year of guarantee, the Client disables the Webserver for remote management of the HVAC system, the additional warranty will be void. The following requirements must also be met:

- The warranty (and its extension) will only be valid if the installation is made up entirely of items manufactured and distributed by the Airzone brand, both on a mechanical level (motorized grilles) as well as on an electronic level (Airzone twisted shielded bus cable, main control board, thermostats and gateway).
- A copy of the receipt for the installation issued by the installer must be submitted in order to activate the extension of the warranty. The original receipt must have been issued a maximum of 3 months prior to requesting the extension of the warranty.
- The User may only obtain an extension of the warranty on one single occasion per installation.

All products, and any of the components that make them up, that have been substituted or replaced by the Installer and returned to ALTRA CORPORATION shall become property of the company.

The following elements are excluded from this additional warranty:

- Labor and travel for periodic inspections, maintenance, repairs and replacement of parts, including the replacement of worn parts due to the normal use of the product.
- Accessories, items with limited life and operating materials.
- All those products whose defects have not been caused by ALTRA CORPORATION, but instead correspond to:
 - damage caused by improper use or storage;
 - defects arising after the sale, due to incidents such as fires or floods;
 - defects caused by electrical accidents;
 - damage caused by modifications, repairs, extensions or installations carried out by non-qualified personnel, or that intentionally or unintentionally breach the installation instructions;

- damage generated by an installation or use that does not conform to current technical and safety standards (electrotechnical and low voltage regulations, as well as other regulations that may affect heating and air conditioning systems, safety, plumbing, etc.);
- damage caused by improper use or use that is not compliant with the specifications set forth in the installation and user manuals;
- non-availability of legible serial numbers.

In the event that the Client has an irregular situation regarding his/her payments to the installer, the extension of the warranty shall be subject to payment of the amounts due.

ALTRA CORPORATION will not be liable for the lack of provision of warranty services in cases in which the repair or replacement of products cannot be carried out due to reasons unrelated to ALTRA CORPORATION, such as import restriction in certain territories or legal provisions that prevent them from taking place.

The equipment should not contain personal or confidential data, and ALTRA CORPORATION is therefore not responsible for any data and information contained therein.

CUSTOMER SERVICE AND TECHNICAL SUPPORT

ALTRA CORPORATION provides the Client with a contact channel to address requests and consultations related to the products purchased on the website, through the private user area.

PROCESSING PERSONAL DATA

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as well as in compliance with Organic Law 3/2018 of December 5, 2018 on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD), information about the following points related to the processing of personal data through this website can be found below.

Data controller

We inform you that the personal data provided by the Client will be processed by ALTRA CORPORATION, with registered office at Calle Marie Curie No. 21, CP 29590 Campanillas, Malaga, Spain, with Tax Identification Number (NIF): B92611102; Email: customers@airzonecontrol.com; Telephone: +34 900400445.

The purpose of information processing

The data collected in the User registration process will be processed for the following purposes:

- Profile management
- Access to your purchase history, as well as the status of your orders
- Manage warranties and returns
- If applicable, access to Airzone Cloud

The data collected in the online purchase process will be processed with the aim of managing the delivery of the products purchased, managing the process of invoicing and providing customer service to the Client.

In cases in which the person concerned has given his/her unequivocal consent to receive commercial communications, his/her data will be used for sending informative communications about our products and services. This information may be sent by post, telephone and/or email, and may involve sending personalized information. You should bear in mind that this data processing involves the analysis of your user or client profile to determine what your preferences are and therefore which products and services may be most suited to your browsing and shopping habits when sending information. For example, based on your purchase and browsing history, we may customize our suggestions about products and services that we believe may be of interest to you.

We use information about the User's habits and preferences to conduct market research for business process optimization, demand-driven design of our services and products, and to display personalized content. We analyze the usability of the website to improve the content and services offered in these environments. To this end, we analyze the behavior of Users for statistical and analytical purposes, in order to understand the way in which they interact with our website and thus introduce improvements.

Nature of the data processed

- **User registration and online purchase process:** The information collected is limited to identifying data, contact data, commercial activity data, invoicing data and data related to the products purchased through this online purchase process.
- **Sending personalized commercial communications and profile analysis:** The information collected is limited to identifying data and contact data (postal/electronic address). Aggregated, pseudonymized or anonymized data are used, as well as automatic learning algorithms, which allow us to make estimates, forecasts and analyses about the interests of our users.

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Data recipients

The personal data collected shall be given to the transport company responsible for managing the delivery of the orders. We also inform you that, in cases in which the process

of sale and delivery of the product involves the international transfer of data, and we will only work with suppliers who offer adequate guarantees, in accordance with the provisions of Article 46 of the General Data Protection Regulation (GDPR).

In the event that the Client has selected an installation company of their own choosing, the client's identification data will be communicated to that company in order to manage the installation.

In the event that the Client acquires an Aidoo product, this product requires for its use the download of the mobile application "Aidoo" managed by Airzone Clima S.L. As a preliminary step to the use of the Aidoo mobile application, the Client will be informed about the identity of the new Data Controller, as well as about the purpose of the processing, the period of retention of the information, the lawful basis for the processing, and the procedure enabled for the exercise of rights. ALTRA CORPORATION will not transfer personal data to Airzone Clima S.L., and the interested party must provide their personal data during the registration process for the Aidoo mobile application managed by Airzone Clima S.L.

Veracity of the information provided

All information provided by the Client must be truthful and accurate. To this end, the Client guarantees the authenticity of all data provided through filling out the corresponding forms. Similarly, it is the Client's responsibility to keep all information provided to ALTRA CORPORATION up to date, so that it always corresponds to reality. In any case, the Client shall be solely responsible for any false or inaccurate statements he/she makes, and any damage caused to ALTRA CORPORATION or third parties due to the information provided.

Lawful basis for processing data

- **Data processed as a registered User and in the online purchase process:** The lawful basis for processing data is the execution of the contractual relationship between the parties, under the terms laid down in article 6.1.b) of the GDPR.
- **Data related to the sending of commercial communications:** In this case, the lawful basis for processing data is the unequivocal consent and acceptance given by the User, under the terms laid down in article 6.1.a) of the GDPR. The User has the right to withdraw consent at any time, but this will not affect the legality of data processing based on consent prior to its withdrawal.
- **Data related to the analysis of profiles and preferences of Users:** The lawful basis for processing data is the legitimate interest of ALTRA CORPORATION in the improvement of internal processes that result in the optimization of services and products to Users, within the framework of the provisions of Article 6.1.f) of the GDPR.

Data retention

The information provided in the registration process will be retained indefinitely unless the User requests his/her data be deleted from our User register, in which case we will proceed to immediately remove the information related to that User.

The information related to the online sales process will be retained during the term required to manage the delivery and invoicing of the acquired products; subsequently the information will be retained in blocked format during the term of prescription of legal actions, and will be eliminated once this period has passed.

In cases in which the User had expressed his or her unequivocal consent for receiving commercial communications, as well as in relation to the processing of data from the analysis of user profiles and preferences, the data will be retained indefinitely, unless the interested party manifests his or her opposition to processing, in which case the data will be immediately eliminated.

Exercise of rights

The GDPR recognizes the different rights of the data subject in relation to the processing of their personal data. Below, we inform you about each of these rights and indicate the channels through which you can address, where appropriate, the corresponding request:

Right of access: You have the right to obtain confirmation from ALTRA CORPORATION as to whether or not personal data concerning you are being processed, as well as access to the following information: the purposes of the processing; the categories of data being processed; the recipients or categories of recipients to whom they have been or will be communicated; if possible, the planned period of storage of the personal data or, if this is not possible, the criteria used to determine this period.

Right of rectification: You have the right to obtain from ALTRA CORPORATION the rectification of inaccurate personal data concerning you. Furthermore, taking into account the purposes of processing, you have the right to have incomplete personal data supplemented, including by means of an additional declaration. To this end, you must indicate in your request what data you are referring to and the correction to be made; you must also attach, where necessary, documentation justifying the inaccuracy or incompleteness of the data subject to processing.

Right of suppression: You have the right to obtain from ALTRA CORPORATION the suppression of the personal data concerning you when one of the following circumstances occurs:

- They are not necessary in relation to the purposes for which they were collected or processed;

- You withdraw your consent, provided that the processing is not based on another legal basis;
- You oppose the processing and other legitimate reasons for the processing do not prevail; that the data have been treated unlawfully.

Right of limitation: You will have the right to obtain from ALTRA CORPORATION the limitation of the processing of the data when any of the following conditions is fulfilled:

- When you have challenged the accuracy of your personal data, during the period that ALTRA CORPORATION allows for the verification of their accuracy;
- In the event that you consider that the processing is unlawful and ALTRA CORPORATION has opposed the deletion of personal data and requests instead the limitation of their use;
- When ALTRA CORPORATION no longer needs the personal data for the purposes of processing, but the User needs them for the formulation, exercise or defense of claims;
- In the event that the User has opposed the processing, while verifying whether ALTRA CORPORATION's legitimate motives prevail over the Client's.

Right of portability: You shall have the right to receive the personal data concerning you that you have provided to ALTRA CORPORATION, in a structured format, of common use and subject to mechanical reading, and to transmit them to another data controller without being prevented by ALTRA CORPORATION, when the processing is based on consent, and is carried out by automated means. When exercising your right to data portability, you have the right to have your personal data transmitted directly from one data controller to another when technically possible. This right to portability shall not apply to the processing necessary for the performance of a mission carried out in the public interest or in the exercise of public powers conferred on ALTRA CORPORATION. The right to portability shall not extend to data that ALTRA CORPORATION has inferred from data directly derived from ALTRA CORPORATION's use of the services provided.

Right to opposition: You have the right to oppose the processing of data concerning you, at any time, including in the preparation of profiles. If you exercise this right, ALTRA CORPORATION will cease to process your personal data, unless we can prove that there are compelling legitimate reasons for the processing that prevail over your interests, rights and freedoms, or for the formulation, exercise or defense of claims.

Channels exist for the effective exercise of these rights: To exercise any of the rights indicated in the previous sections, the User may send an email to rgpd@airzonecontrol.com

or a letter addressed to the following address: Address: Calle Marie Curie, No. 21, CP 29590 Campanillas, Malaga, Spain.

In cases in which the User considers that during the processing of data by ALTRA CORPORATION his/her data protection rights have been infringed, and especially when the User has not been able to exercise his/her rights, the User may submit a complaint to the Agencia Española de Protección de Datos (Spanish Data Protection Agency) (www.aepd.es) or to another competent data protection controlling authority.

Information security

ALTRA CORPORATION uses suitable current technology to protect your data and personal information. Our website is hosted by secure servers protected against the most common types of attack. However, you are reminded that no technology is completely immune to attacks and therefore all available measures to protect your data should be taken, and in particular we recommend that in the process of User registration you should use strong passwords with at least 8 characters that include numbers, uppercase and lowercase letters, and special characters. We also recommend that passwords be modified periodically (minimum once a year) and whenever there is any possibility that a third party may have access to them.

ALTRA CORPORATION has adopted the necessary technical and organizational measures to ensure the security of personal data and avoid their alteration, loss, or unauthorized processing or access, given the current state of technology, the nature of the stored data and the risks to which they are exposed.

ONLINE DISPUTE RESOLUTION PLATFORM

The European Commission provides an online dispute resolution platform which is available at the following link: <https://ec.europa.eu/consumers/odr/>. Consumers will be able to submit their complaints via the online dispute resolution platform.

GOVERNING LAW AND JURISDICTION

The parties are subject to Spanish law for the resolution of any conflict that may arise, and expressly waiving any other jurisdiction, the parties are subject to the courts and tribunals of the consumer's place of residence.

Date of the last update: _____