

# 1. General conditions of sale

---

## 1. General considerations.

1.1 The sales and supplies of the parts, appliances, systems and services (hereinafter, the "Supplies") to be carried out by Soldatal, S.L. (hereinafter, the Seller) shall be governed by these General Conditions of Sale, except where expressly agreed otherwise in the corresponding offer or the order acceptance and that constitute the specific conditions thereof. Therefore, any other conditions that the Seller does not expressly accept shall have no value for all effects and purposes.

1.2 It is considered that these General Conditions have been communicated to the Buyer when such party is informed of the website where these Conditions can be found, or when an offer is received from the Seller accompanied thereby. Alternatively, they will be deemed communicated if the Buyer received them previously during the business relationship with the Seller. In all such cases, the Buyer is considered to accept the Conditions for all effects and purposes when placing an order.

## 2. Intellectual and industrial property

The intellectual and/or industrial property of the offer, in all its terms, and the information attached thereto, and for the supplied goods and the elements, plans, designs, "software", etc., added or related thereto, belong(s) to the Seller or to its providers. Therefore, the use thereof by the Buyer for purposes other than completing the order, and the full or partial copy thereof or concession of use to third parties without the prior, written consent of the Seller is expressly prohibited.

## 3. Placing orders and scope of supply.

3.1 The Supply only includes the parts, appliances and/or services described in the order, except for cases where, in the Buyer's order accepted by the Seller, any additional documentation, information, support or services have been explicitly included.

3.2 The weights, sizes, capacities, technical specifications and configurations for the Seller's products included in Catalogues, brochures, leaflets and technical literature are indicative and non-binding, except in cases where the Seller accepts a closed specification from the Buyer, which must be part of the order documents.

## 4. Pricing.

4.1 The Supply prices are net, without including VAT or any other taxes, charges or duties, which shall later be itemised in the invoice at the corresponding rates. Unless otherwise stipulated in the order, or there is an agreement in this sense between the Buyer and the Seller based on their business relationship, the Supply prices exclude insurance. These prices are only valid for the order for all the materials specified in the offer.

4.2 The prices given in the offer are understood as being for the payment conditions specified therein. If these payment conditions are amended, the offer prices will be reviewed.

## 5. Payment conditions.

5.1 The Seller's offer or, where this does not exist, the Buyer's order accepted by the Seller, will include the Supply payment conditions. Payment conditions previously specified in the framework of an on-going business relationship agreement between the Buyer and the Seller may also be used.

Such payment conditions must comply with the provisions laid down in Law 15/2010 of 5 July amending Law 3/2004 of 29 December, establishing measures to combat late payment in commercial transactions, without, in any cases, exceeding the deadlines laid down therein.

5.2 In the absence of an agreement to the contrary, the payment deadline will be sixty (60) days after the delivery date by the Seller of the corresponding parts, appliances, systems or services.

5.3 The payment will be made under the agreed conditions, in the Seller's bank account or through another agreed procedure. The payment will be made without any deductions such as withholdings not agreed to, discounts, expenses, taxes or fees, or any other deduction.

5.4 If, for reasons beyond the Seller's control, the delivery, assembly or commissioning or acceptance of the Supply is delayed, the contractual payment terms and conditions shall be maintained.

5.5 In case of late payment from the Buyer, such party must pay the Seller, with no request necessary and from the payment deadline, late payment interest, which shall be calculated in accordance with the provisions laid down in Article

7 of Law 3/2004 of 29 December. The payment of such interest does not release the Buyer from the obligation of making the other payments under the agreed conditions.

5.6 If the Buyer incurs delays in making the agreed payments, the Seller may temporarily or definitively suspend, at its discretion, the shipment of the Supply or performance of the services associated therewith, without prejudice to requesting that the Buyer make the late payments and claiming therefrom, as applicable, extra compensation for such suspension of the Supply or performance of the agreed services.

5.7 If the Buyer brings a claim, this does not entitle such party to any suspension or deduction in the payments agreed to.

5.8 The parts and materials described in the order shall be supplied under retention of title for the Seller, until the full compliance of the Buyer's payment obligations, with the latter bound to cooperate and take all necessary or desirable measures as well as those the Seller proposes to safeguard its ownership of such parts and materials.

#### 6. Delivery deadline and conditions.

6.1 The delivery deadline is understood for the delivery item under the conditions set forth in the order acceptance. If the delivery item is not specified therein, the Supply located in the factory or warehouses of the Seller will be taken into consideration (Incoterms EXW -Ex Works in factory\_ for exports). For the delivery deadline to be binding for the Seller, the Buyer must have strictly complied with the payment programme, as applicable.

6.2 The delivery deadline will be changed when:

a) The Buyer does not deliver the documentation necessary to perform the Supply on time.

b) The Buyer requires changes to the order, which the Seller accepts and, at the latter's discretion, require a deadline extension.

c) To perform the Supply, the performance of works by the Buyer or its subcontractors is essential, and these have not been executed on time.

d) The Buyer has not complied with any of the contractual obligations in the order, particularly regarding payments.

e) For causes not directly attributable to the Seller, there are delays in the production and provision of all or some of the supply elements. These include, but are not limited to, the following causes for delay: strikes by suppliers, transports and services, floods, storms, riots, strikes, strikes involving the personnel of the Seller or its subcontractors, sabotage, accidental shut-downs at the Seller's workshops due to breakdowns, etc. and force majeure grounds laid down in current law, as established in Clause 11.

f) The Buyer has unilaterally suspended the Supply described in the order.

In the previous cases, delays to the delivery deadline shall not change the Supply payments programme.

6.3 The Buyer has 48 hours from the official confirmation of the order delivery date to cancel it if it does not agree to such deadline. After this period, it will be understood that the buyer accepts the deadline.

#### 7. Packaging, transport.

7.1 According to Royal Decree 782/98 of 30 April, Article 18 and Law 11/1997 of 24 April on Packaging and Packaging Waste, as final recipient of our packaging, the Buyer is responsible for processing it in the most environmentally responsible manner (recovery, re-use or recycling).

7.2 Unless agreed in advance with the Buyer, the transport, including loading and unloading, shall be at the expense and risk of the Buyer. Therefore, the Seller shall be held harmless from any claims for damages or impairment to the Supply, with the Buyer taking on such risks.

7.3 If the appliances are ready for supply or, alternatively, the agreed testing is pending, and the Buyer does not withdraw them nor reach an agreement with the Buyer for storage on its installations under the agreed conditions, all the costs incurred for the storage, assessed at the Seller's discretion, shall be borne by the Buyer, who shall also assume all the risks the storage material may be subject to.

#### 8. Inspection and Acceptance.

8.1 After receiving the Supply, the Buyer will verify the content thereof in a period not longer than 24 hours from its receipt, to check for any defects and/or flaws that may be attributable to the Seller, immediately notifying the Seller, as appropriate, of the existence of these defects and/or flaws.

8.2 If the Supply has defects and/or flaws attributable to the Seller, such party shall take the measures necessary to remove them.

8.4 Unless in cases where acceptance tests have been established under conditions and on dates agreed between the Seller and the Buyer, as indicated in section 8.1, 24 hours after the acceptance of the Supply by the Buyer without the Seller receiving a written notification of any defects or flaws, it will be considered that the Supply has been accepted. The warranty period then begins.

#### 9. Return of materials. Claims.

9.1 Under no circumstances shall the Seller accept returns of materials without prior agreement for this with the Buyer. A 24-hour period is established after the Buyer accepts the Supply for such party to notify the Seller of its intention to make

a return and the justification for this, and agree with the Seller, as applicable, the return procedure. In any case, claims from the Buyer to the seller must be made in writing in a reliable manner.

9.2 The returns or sending of material to the Seller's installations, whether for payment, replacement or repair, must always be prepaid.

9.3. For returns due to a mistake in the order or for other reasons beyond the Seller's control, 15% of the net value of the returned material shall be charged to cover the revision and optimisation costs.

9.4 The Seller shall not accept returns of materials that have been unsealed from the original packaging, used, assembled in other equipment or installations, or subject to disassembly not performed by the Seller.

9.5 Nor shall the Seller accept returns of products designed or manufactured specifically for the order.

## 10. Warranties.

10.1 Soldatal, S.L. guarantees its products and services against any manufacturing defect or non-performance for one year after their supply or delivery. During such period, the repair, adjustment or replacement shall be free of charge for the customer, provided the fault is due to material defect or problems with the shipment process undertaken by the Soldatal. Repair of the damaged product or its replacement by a new product shall be at Soldatal's discretion.

This warranty does not cover damages from accidents, misuse, improper handling or unauthorised repair, nor from being dropped, incorrect storage or insufficient security measures.

This warranty does not apply if the damage is caused by improper installation or causes beyond Soldatal's control. Soldatal does not cover any other claims of any other nature. Soldatal is liable under these warranty conditions and only for the products it sells and does not cover any other materials or compensation for any other reason. Soldatal reserves the right to change the design or make improvements without being required to first change products already manufactured. This document and all its clauses represent Soldatal's warranty, applicable to all orders.

## 11. Force Majeure

11.1 Force Majeure is understood as any cause or circumstance beyond the Seller's reasonable control, including but not limited to, strikes by suppliers, transporters and services, third-party supply failures, transport system failures, natural disasters, floods, storms, riots, strikes, labour disputes, strikes involving the personnel of the Seller or its subcontractors, sabotage, acts, omissions or interventions from any type of government or government agency, accidental shut-downs at the Seller's workshops due to breakdowns, etc. and the other force majeure grounds laid down in current law that directly or indirectly affect the Seller's activities.

11.2 When a cause of Force Majeure occurs, the Seller shall notify the Buyer as soon as possible, stating such cause and its foreseeable duration. Notification shall also be given when the cause ceases, stating the time for complying with the obligation(s) suspended for such cause. The occurrence of a force majeure event shall entitle the Seller to a reasonable delivery deadline extension.

## 12. Confidentiality

The Parties must keep confidential all documents, data, materials and information provided by the other party and not disclose these to any third parties nor use them for any purpose other than the performance of the Supply, unless the other Party has given its written consent thereto.

Notwithstanding the foregoing, the Seller may use the Buyer's name and the basic Supply details as part of its commercial references.

## 13. Termination

13.1 Either Party may immediately terminate the order via written notification sent to the other Party, if the other party substantially fails to comply therewith.

Non-compliances will not be considered substantial unless the breaching Party has been given advance, written notification and has not remedied the non-compliance within thirty (30) days after the notification. The following grounds will also be grounds for termination:

- The dissolution and/or liquidation of either Party, unless as part of merger operations within the Group each party belongs to.

- The cessation of activities of either Party.

- Any other grounds of termination expressly mentioned in other Clauses of these Conditions.

13.2 In case of termination for causes attributable to the Seller, the Buyer:

- Will pay the Seller the amount corresponding to the value of the parts, materials and services already delivered in accordance with the prices established in the order.

- Will have the right, but not the obligation, to acquire the parts and materials pending delivery, paying their amount after delivery, and to be subrogated in the orders issued by the Seller to its providers and/or subcontractors.

13.3. In case of termination for causes attributable to the Buyer, the Seller will be entitled to receive:

- The amount corresponding to the value of the parts, materials and services already delivered in accordance with the prices established in the order.

- The amount for the parts and materials pending delivery that the Seller is required to receive from its subcontractors and/or providers, after these are delivered to the Buyer.
- The amount for cancelling the orders the Seller issues to its suppliers and/or subcontractors, where the cancellation is possible.
- Compensation for other damages and losses suffered because of the Buyer's non-compliance.

In case of termination for Force Majeure, the Seller will be entitled to receive:

- The amount corresponding to the value of the parts, materials and services already delivered in accordance with the prices established in the order.

14. Applicable law. Submission to Jurisdiction and Authority.

These Conditions shall be governed by, and interpreted in accordance with, Spanish law. The parties expressly waive any other jurisdiction they may have recourse to and submit to the jurisdiction and authority of the Courts of Girona.