

## Sale and Contracting General Conditions

### 1. Scope and Validity

1.1. These Contracting General Conditions, hereinafter General Conditions or CGC, shall apply to trade relations between COMERCIAL ARQUE, SA, (hereinafter CASA) and any third party who contracts services and/or purchases any product from CASA.

1.2. These General Conditions shall apply in the alternative to any particular condition specified specifically on each sale or provision of services. In case of contradiction between these general conditions and any particular conditions, the latter shall always prevail.

### 2. Contracting method: Offers, Orders and Delivery

**2.1.- Offers and Orders:** Any offers, either public or private, made by CASA shall not be binding in regards to the price or technical characteristics of elements that integrate the product or service when these elements are to be provided by third parties, as these are always subject to availability and market price at each moment. Prices quoted do not include VAT. The validity of our prices is indicated in the offer. If not mentioned, the maximum validity is 6 months from the date of issuance of the order.

After the issuance of an offer, either public or private, the Client shall request the service or product through a written order, after which CASA would confirm acceptance with an indication of the product or service components, an initial budget and a delivery period; however, the Client shall assume that the initial budget and delivery period may undergo further change of plus/minus 10%, this variation within the limits indicated shall not entitle the Client to any claim.

**2.2.- Order Confirmation:** CASA shall send the Client an acceptance of the order indicating the budget, reference, quantities and delivery periods, after which the Client shall send us any corrections should any detail be incorrect; for this, the Client has 3 hours from the time of submission of the confirmation email from CASA's server. If no correction communication is received, CASA shall undertake the provision of the service and/or delivery of products, considering that the budget, delivery period and/or quantities may suffer a variation of plus/minus 10% depending on market prices and availability of the elements necessary for the delivery of the product or the provision of the service, which are outside CASA's control. With the order confirmation, the Client assumes the possibility of such variation in price, quantities and delivery periods.

**2.3.- Order Cancellation/Modification:** The cancellation/modification of an order after confirmation thereof shall entitle CASA to the collection of costs incurred until the cancellation resulting of the provisioning and/or consumption of raw material, as well as a compensation equivalent to 10% of the order's total price. CASA shall accept the cancellation/modification as long as the material has not been already manufactured or ordered to the supplier.

**2.4.- Transport and delivery of material:** Each delivery of material to the Client shall be accompanied by the corresponding delivery note, which must be signed by the Client at the time of receipt of the goods, without prejudice to the Client's right to any claim, which shall be made in any case in writing to CASA. Due to manufacturing conditions, the Client accepts that the quantity delivered and invoiced by CASA may suffer a variation of  $\pm 10\%$  with respect to the original order.

When the goods are not transported by CASA, or by other means hired by CASA, shipments shall be made at the risk of the Client; in this case, the risk shall be transferred at the time of the taking-over of the goods from CASA's warehouses.

### 3. Suitability and Technical Specifications

3.1. The description of the products offered is defined in the respective product Data Sheet. The quality standard adopted by CASA based on ISO 9001, ensures that all products and services offered meet the highest quality standards and always with a commitment to environmental protection.

3.2. In order to facilitate the adaptation of products to the Client's production/manufacturing process, CASA makes available the corresponding explanatory Data Sheets regarding the conditions of use recommended for each material supplied. Also, for most products, there is also a Safety Data Sheet, which is based on laboratory tests previously performed.

Nevertheless, the information contained in the technical and safety data sheets of materials supplied or used in the product or service contracted are based on tests conducted under specific conditions and circumstances expressed by each manufacturer, and only guarantee the technical conditions and characteristics under such conditions.

CASA shall not be responsible for the reliability of specifications contained in technical or safety data sheets when the tests for their determination have not been made and certified by CASA.

3.3. The Client is solely responsible for examining the compatibility of products for the purpose attempted, and for the choice thereof, and for the use or function intended thereof. CASA shall not be responsible for, nor guarantee, that the chosen product is suitable for the technical applications intended by the Client, or to achieve, in whole or in part, the purposes intended by the Client when making a purchase. The Client assumes that the samples provided do not constitute warranty of suitability for the purpose intended by the Client. CASA's commitment extends to providing any other further technical information or recommendations required by the Client and provided in turn by the manufacturer. CASA shall not be liable for the unsuitability of products related to qualities not specifically mentioned in the product's Technical Specifications.

#### 4. Warranty of material

4.1. The warranty period of the material shall be as specified in the relevant Data Sheet for each product. If not indicated, the warranty period shall be one (1) year from the date of initial delivery.

4.2. This warranty shall not apply in cases where products, according to CASA, have undergone by the Client or by a third party outside CASA environmental or use conditions non-compliant with the relevant specifications, misuse, neglect, improper installation, or inconvenient or abnormal storage conditions. Furthermore, this warranty shall not apply in cases where products have been modified or altered by a third party outside CASA or without express authorization of CASA.

The Client undertakes to provide all necessary information in order to make such determination.

4.3 Machinery: COMERCIAL ARQUE, S.A. guarantees the machine and accessories against defects in material for a period of one year from the date machine is installed at customers' plant and 3 months for electric and pneumatic parts. Not included machine consumables which duration depends on use.

COMERCIAL ARQUE, S.A. will have no obligation for damages caused to material for using the machine in a faulty way, bad manipulation or not use of correct power supply. It is no responsible for any injuries that may cause to customer's operator or third persons when they are installing or replacing machine parts. Therefore, warranty is subject to the replacement of any defective part or machine product but not for any delay in delivery time.

Any guarantee claim is excluded if customers make any constructional changes in the machine, inappropriate mounting, setting into operation, service or maintenance of the machine or operating the machine when the safety equipment and devices are defective or not according to the rules

#### 5. Incidents, Complaints and Returns

***Any complaint must be communicated in writing, via email, to our Customer Service Department or by filling the claim form that can be found on our website: <http://arque.com/calidad>***

5.1. The period for claims from the Client shall be 48 hours from the receipt of the goods at the Client's facilities, according to the date reflected in the signing of the delivery note or, failing that, the delivery date according to the carrier for cases where there is a difference in the number of units delivered, visual defects or damage caused by transport; and 30 days for cases where the product is nonconforming or does not comply with the specifications made by the Client on the order and accepted by CASA; in no case liability shall be accepted after expiry of the periods indicated above, or when the material has been modified or manipulated by the Client. In the absence of such notification, within the specified period, the goods shall be deemed delivered in compliance.

5.2. Claims regarding product defects shall be without effect after expiry of the warranty period specified in paragraph 4.1.

5.3. The Client undertakes to demonstrate that proper use has been made of the product and that the instructions and recommendations provided by CASA have been followed.

5.4. CASA shall examine such claim and, if relevant, shall request from the Client a sample to examine and determine the type of resolution applicable. The period for the receipt of such sample by CASA is set to 15 days from the allocation of an Incident number; after these 15 days, CASA reserves the right to reject the claim if the aforementioned sample has not been received. If, after examination, the assignment of an RMA number (return authorization) proceeds, this will be provided in writing to the Client to initiate the return process. Merchandise returns, whatever the cause, must be carried out in its original packaging and accompanied by a copy of the delivery note from CASA with which the goods were delivered, and always requires the prior written consent of CASA through the RMA number. The period for material return is set to 2 months from the date of issuance of the RMA. After this period, if the material object of the return has not been received, CASA shall cancel the claim.

In the event that the goods received do not include an RMA number, CASA reserves the right to reject the material returned, and the Client shall have a period of 1 month from the notification of non-acceptance, which shall be done via e-mail, to remove the merchandise bearing any related transport costs.

Upon receipt of the returned material, CASA reserves the right to verify the quantity and to check that the sample received is significant for the returned merchandise.

- If, after examination, it is conforming: CASA shall, at its discretion, replace all or part of the returned merchandise or pay all or part of the same. In the latter case, only and not more than the quantity of material received shall be paid.

- If, after examination, it is non-conforming: CASA shall inform the Client of the decision and arguments that have led to determine nonconformity, and the Client shall have a period of 1 month from this communication to remove the merchandise, bearing the costs.

5.5. In no case shall the warranty period be extended or renewed, as this period shall be unvarying in any case.

#### 6. Payment Terms

6.1. Payment of invoices shall be made within a maximum period of thirty (30) calendar days in accordance with the provisions of Law

3/2004 of December 29, which establishes measures against late payment in commercial transactions, without prejudice to determine

different periods as a result of trade agreements, as long as these are reflected in writing and signed by the legal representatives of both parties.

6.2. Notwithstanding the provisions of the preceding paragraph, and depending on the type of service or product requested by the Client, CASA reserves the right to require cash payment upon delivery of the goods or in advance, as well as power to demand the provision of guarantees to ensure payment of the price of products or services. In such case, this circumstance shall be made in writing in the order acceptance issued by CASA under the provisions of paragraph 2.2.

6.3. In case of delay in payment by the Client, CASA may unilaterally suspend the manufacture of all pending orders of the Client without the Client being exempt from compliance with its obligations. Furthermore, any delay in payment will accrue monthly charge interest for late payment at a rate equal to the EURIBOR index plus 5 percentage points from the time of default until the date of final settlement. All of this without prejudice to CASA exercising the appropriate legal action to recover any outstanding and claimable debt.

6.4. CASA may always, at its sole discretion and without prior notice, compensate any amount or charge owed by the Client with any amount payable by the former.

## 7. Retention of Title

7.1. The ownership of the products shall belong in any case to CASA for as long as the Client has not fulfilled all its obligations hereunder or arising from these Conditions or other related trade agreements, especially the obligation to pay.

7.2. Failure to pay one single instalment that may have been deferred of the price may involve the claim of the goods. Furthermore, CASA may also even opt to exercise the right of retention provided for in Article 1.600 of the Civil Code. The Client recognizes this by accepting and therefore allowing CASA irrevocable access to any of its facilities to inspect and/or remove any goods on which it retains ownership. This right of access shall remain in force for as long as the Client does not meet all of its obligations, that is, until the transfer of ownership of the goods in question takes place.

7.3. During the term of the retention of title, it is prohibited for the Client to give the Reserved Goods in pledge or to transfer them as security. In case of confiscation of Reserved Goods, or other actions or interventions by third parties involving the goods, the Client must immediately inform CASA of this in writing.

7.4. The resale of Reserved Goods by Client in the ordinary course of business is prohibited, and shall only be permissible if the Client receives payment from the buyer, or retains title so that the ownership of the Reserved Goods will only be transferred to the buyer until after the Client has met its payment obligation to CASA.

## 8. Liability

8.1. Full liability by CASA in no case shall exceed the cost of the defective, non-conforming, returned, damaged or undelivered products that have given rise to such liability, determined by the net price invoiced to the Client, i.e. CASA's liability shall in any case be limited to the value of the goods sold.

8.2. Furthermore, CASA in no case shall be liable to the Client for any loss, direct or indirect injury, or incident; including but not limited to: loss of profit, prestige, business reputation, business, contract, losses, expenses arising from third party claims, etc.

## 9. Force Majeure

9.1. The parties do not assume any liability to each other for breach of their obligations under these Conditions where such breach is caused by force majeure (fires, strikes, wars, floods, rebellion, etc.). Breach by this cause shall require notification to the other party in order to be absolved of liability.

## 10. Property Rights and Confidentiality

10.1. CASA shall maintain full rights of industrial and/or intellectual property on any illustrations, drawings, plans, construction or manufacturing documents, moulds, patents, trademarks or similar that are provided to the Client for the provision of a service or sale.

10.2. Similarly, the Client shall maintain full rights of industrial or intellectual property on any components or materials provided to CASA for a manufacture or production under agreement. The Client is fully responsible for holding the appropriate rights to use such components or materials provided to CASA for a sale or provision of service.

Two months after the manufacturing, CASA may proceed to the destruction of said material, declining any responsibility thereon.

10.3. The Client shall be responsible for the use and transfer of designs, logos, trademarks, holograms, stamping tools and other creative elements provided to CASA, regardless of the means, where such use would constitute a violation of the rights of intellectual or industrial property of third parties. The Client shall hold CASA harmless of any claims from third parties for this cause. In addition, CASA shall be exempt from any liability to the Client in the event that the products ordered violate or may violate the rights of a third party.

10.4. Neither the Client nor CASA may, without the written consent of the other, transfer any documents, knowledge and information, tools, moulds, samples, models, profiles, drawings, standard data sheets, manuscripts and other technical documentation, as well as any other technical, scientific, commercial or financial information to third parties, regardless of the means, or use such information for purposes other than those included in this trade relation. This does not apply to information that was already in the public domain by the date of

receipt. Confidentiality of information indicated above shall remain in effect permanently, even after the end of trade relations between the companies.

#### **11. Law and Jurisdiction**

**11.1. Protection of Personal Data.-** Under the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data and the Regulations that develop this law, we inform you that your data is stored in a file owned by CASA with the purpose of maintaining trade relations, and you may exercise your rights of access, rectification, cancellation and opposition at any time in writing or to the email account rhinternacional@arque.com in accordance with the conditions established by the applicable regulations.

**11.2. Applicable legislation.** - The law applicable to the contractual relationship between CASA and its Clients shall correspond to the Spanish common law. In the case of international sales, the contractual relationship shall be subject to Spanish law, including the United Nations Convention on Contracts for the International Sale of 1980 and other International Conventions duly ratified by Spain that are part, as such, of the Spanish legal system.

**11.3. Jurisdiction: submission to jurisdiction.-** For the resolution of any conflict or dispute concerning the interpretation and/or execution of this contract, and any of its consequences, the parties submit to the jurisdiction of the Courts of L'Hospitalet de Llobregat. Furthermore, in the case of international sales, for the resolution of any dispute in the interpretation and/or execution of this contract, both parties expressly submit to the jurisdiction of the Courts of L'Hospitalet de Llobregat.