

General terms and conditions of sale and contract

1. Scope and Validity

1.1. The present General Contracting Conditions, hereinafter General Conditions or GCS, are applicable to the commercial relations between COMERCIAL ARQUE, SA, (hereinafter CASA) and any third party that contracts services and/or acquires any type of product from CASA.

1.2 These General Terms and Conditions shall apply subsidiary to any particular conditions specifically agreed in each sale or provision of service. In case of contradiction between these general conditions and the particular ones, the latter will always prevail.

2. Form of contract: Quotation, Ordering and Delivery

2.1.- Offers and orders: The offers, public or private, made by CASA will not be binding regarding the price or technical characteristics of the elements that integrate the product or service, when these elements must be supplied by third parties, as they are always subject to the availability and market price of each moment. The prices offered do not include VAT. The validity of our prices is indicated in the offers. In case it is not mentioned, the validity will be of maximum 6 months from the date of issuance of the same.

Issued an offer, public or private, the client will request the service or product by means of a written order, CASA must express its acceptance with an indication of the elements of the product or service, an initial budget and a delivery time, however, the client assumes that such initial budget and delivery time may suffer a subsequent variation of more or less than 10%, such variation within the limits indicated will not give the right to any claim by the client.

2.2.- Confirmation of the order: CASA will send to the client the acceptance of the order indicating the quotation, reference, quantities and delivery times so that the client can send us his rectifications in case of not being correct any detail of the same, having 3 hours from the departure of the confirmation email from CASA's server to do so. If we do not receive any communication to the contrary, CASA is committed to provide the service and/or delivery of the products, being able to suffer the budget, delivery time and/or quantities a variation of plus/minus 10% according to market prices and availability of the necessary elements for the delivery of the product or the provision of the service beyond CASA's control. With the confirmation of the order, the customer assumes the possibility of such variation in price, quantities and delivery times.

Cancellation/modification of the order: the cancellation/modification of an order after the confirmation of the same, will entitle CASA to the collection of the expenses assumed until the moment of the cancellation derived from the supply and/or consumption of raw material, as well as to a compensation equivalent to 10% of the total amount of the order. CASA will accept the cancellation/modification as long as the material is not prepared or ordered to the supplier.

2.4.- Transport and delivery of the material: Each delivery of material to the Client will be accompanied by its corresponding delivery note, which must be signed by the Client at the time of receipt of the goods, all this without prejudice to its right of claim that will have to be in any case in writing to CASA. Due to the manufacturing conditions, the client expressly 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 contracted by CASA, the shipments will be made at the risk and expense of the Client, transferring the risk at the time of departure from CASA's warehouses.

3. Suitability and Technical Specifications

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

3.2. In order to facilitate the adaptation of the products to the production/manufacturing process of the Client, CASA makes available to the Client the corresponding Technical Data Sheets explaining the recommended conditions of use for each material supplied. Likewise, and for most of the products, a Safety Data Sheet is also available, the elaboration of which is based on laboratory tests previously carried out.

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

CASA is not responsible for the reliability of the specifications contained in the technical or safety data sheets, when the tests carried out for their determination have not been elaborated and certified by CASA.

3.3. It is the Customer's sole responsibility to examine the compatibility of the products for the intended purpose, as well as the

choice of the same, and the use or function for which it is intended. CASA makes no representation or warranty that the product chosen is suitable for the technical applications intended by the Customer, or to achieve, in whole or in part, the objectives intended by the Customer at the time of purchase. The Client assumes that the samples provided are not a guarantee of suitability for the purpose intended by the Client. CASA's commitment extends to provide any other information or technical recommendations requested by the Client and provided by the manufacturer. CASA is not responsible for the non suitability of the same related to qualities not specifically mentioned in the Technical Specifications of the product.

4. Material warranty

4.1. Inputs: The warranty period of the material shall be as indicated in the corresponding Technical Data Sheet of each product. In the absence of indication of the

The warranty period shall be one (1) year from the date of initial shipment.

4.2. This warranty shall not apply in those cases in which the products, in CASA's judgment, have been subjected by the Client or by a third party external to CASA to environmental conditions or conditions of use not in accordance with the relevant specifications, due to misuse, negligence, improper installation, inconvenient or abnormal storage conditions. Nor when they have been modified or altered by third parties outside CASA or without the express authorization of CASA.

The Customer agrees to provide all information necessary to make such a determination.

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

COMERCIAL ARQUE, S.A. assumes no liability for damage caused to the material by improper use of the machine, mishandling or failure to use the correct power supply. It is not responsible for any injury that may be caused to the customer's operator or third parties when they are installing or replacing parts of the machine. Therefore, the warranty is subject to the replacement of any defective parts or product of the machine, but not for any delay in delivery time.

Any warranty claims are excluded if customers make constructive changes to the machine, improper assembly, commissioning, service or maintenance of the machine or operation of the machine when the equipment and safety devices are defective or do not comply with the standards.

5. Incidents, Claims and Returns

All complaints must be sent in writing, via email, to our Customer Service Department or by filling out the complaint form that you will find on our website: <http://arque.com/calidad>.

5.1. The claim period of the Client will be 48 hours from the receipt of the goods at its facilities, according to the date reflected in the signature of the delivery note, or failing that, with the date of delivery according to the carrier, for cases in which there is a difference in the number of units delivered, visual defects or damage caused by transport and 30 days for cases in which the product does not conform or does not meet the specifications made by the Client in its order and have been accepted by CASA; in no case will any liability be accepted after the expiration of the periods indicated or when the material has been transformed or manipulated by the customer. In the absence of such notification, the goods will be considered delivered in conformity within the indicated term.

5.2. Claims for product defects shall be void after the expiration of the warranty period stated in point 4.1.

5.3. It corresponds to the Client the obligation to demonstrate the correct use of the product, as well as that the instructions and recommendations provided by CASA have been followed.

5.4. CASA will analyze such claim and if appropriate, will request the client a sample for its study and determine the type of resolution to apply. The deadline for CASA to receive such sample is established in 15 days from the assignment of the Incident number; after these 15 days, CASA reserves the right to reject the claim if the sample has not been received. If, after its study, an RMA number (return authorization) is assigned, it will be provided in writing to the Customer so that he/she can start the return process. The return of goods, whatever the cause of the same, must be carried out in its original packaging and accompanied by a copy of the delivery note of CASA with which the goods have been delivered and will always require the prior written consent of CASA by means of the RMA number. The period for returning the material from the date of issuance of the RMA is established in 2 months. Once this time has elapsed without having received the material that is the reason for the return, we will proceed to cancel the claim.

In case the goods received do not contain RMA number, CASA reserves the right to reject the returned material and the Customer will have a period of 1 month, from the notification of non-acceptance that will be made via e-mail, to pick up the goods assuming the consequent transportation costs.

Upon receipt of the returned material, CASA reserves the right to verify the quantity and verify that the sample received is significant with respect to the returned goods.

- If, after examination, it is in conformity, CASA will proceed, at its discretion, to replace all or part of the returned goods or to credit all or part of the returned goods. In the latter case, CASA will only pay for the quantity of material received.
- If, after the examination, it is not in conformity: CASA will inform the Client of the decision and arguments that have led to determine the non-conformity, and the Client will have a period of 1 month from such communication to withdraw the goods at its expense.

5.5. In no case shall the period of validity of the guarantee be extended or prolonged, being in any case invariable.

6. Terms of Payment

6.1. Invoices shall be paid within a maximum period of thirty (30) calendar days in accordance with the provisions of Law 3/2004, of December 29, 2004, which establishes measures to combat late payment in commercial transactions, without prejudice to determining different terms as a result of commercial agreements as long as these are set forth in writing signed by the legal representatives of both parties.

6.2. Notwithstanding the provisions of the preceding paragraph, depending on the type of service or product requested by the customer, CASA reserves the right to require payment in cash upon delivery of the goods or in advance thereof, as well as to require the provision of guarantees to ensure the payment of the price of the products or services. In such case, this circumstance must be stated in writing in the acceptance of the order issued by CASA in accordance with the provisions of point 2.2.

6.3. In case of late payment by the Customer, CASA may unilaterally suspend the manufacture of all orders pending from the Customer without relieving the Customer from the fulfillment of its obligations. At the same time, any delay in payment will accrue a monthly charge of interest for late payment at a rate equal to the EURIBOR rate plus 5 percentage points from the time of non-payment until the date of final settlement. All this without prejudice that CASA may exercise the appropriate legal actions to collect the outstanding and enforceable debt.

6.4. CASA may at any time, in its sole discretion and without prior notice, set off any amount or charge owed to it by the Client against any amount payable by the former.

7. Domain Reservation

7.1. The title to the products shall in any case remain with CASA as long as the Client has not fulfilled all its obligations established or arising from these Conditions or other related commercial agreements, especially the obligation of payment.

7.2. The non-payment of only one of the maturities of the price that may have been postponed may imply the claim of the goods. CASA may also choose to exercise the right of retention provided for in article 1600 of the Civil Code. The Client acknowledges this by accepting and consequently irrevocably allowing CASA the access to any of its facilities in order to inspect and / or remove those goods on which it retains title. This right of access will remain in force as long as the Client does not comply with all its obligations, that is, until the transfer of ownership over the goods in question takes place.

7.3. During the term of the reservation of title, it is prohibited for the Client to give the Reserved Goods in pledge or in transfer of collateral. In case of seizure of the Reserved Goods, or other actions or interventions of third parties affecting these goods, CASA shall be immediately informed in writing by the Client.

7.4. Resale of the Reserved Goods by the Customer in the ordinary course of business is prohibited; and shall be permissible only if the Customer receives payment from its purchaser, or reserves title in such a manner that ownership of the Reserved Goods is transferred to the purchaser only until CASA is satisfied of the Customer's payment obligation.

8. Responsibility

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

8.2. Also CASA will not be, under any circumstances, liable to the Client for any direct or indirect loss, injury or damage, incident; including but not limited to: loss of profits, goodwill, reputation, business, business, contract, losses, expenses arising from third party claims, etc.

9. Force Majeure

9.1. The parties shall not be liable to each other for breach of their obligations under these Conditions when such breach is caused by force majeure (fire, strikes, war, flood, rebellion, etc.). Failure to comply for this reason shall require the corresponding notification to the other party in order to be exempted from liability.

10. Proprietary Rights and Confidentiality

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

10.2. Likewise, the client will maintain its full rights of industrial or intellectual property on any elements or materials that it delivers to CASA for the manufacture or production object of the contract. The client is fully responsible for holding the necessary rights for the use of such elements or materials provided to CASA for the sale or provision of the service. After two months from the manufacture, CASA may proceed to the destruction of such material, declining any kind of responsibility for it.

10.3. The Client shall assume responsibility for the use and transfer of designs, logos, trademarks, holograms, embossing tools and other creative elements supplied to CASA, regardless of the medium, when such use may constitute an infringement of the Intellectual or Industrial Property Rights of third parties. The Client shall hold CASA harmless from all claims of third parties for this reason. Furthermore, CASA shall be exempt from any liability to the Customer in the event that the products ordered infringe or may allegedly infringe the rights of a third party.

10.4. Neither the Client nor CASA may, without the written consent of the other, pass documents, knowledge and information, tools, molds, 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 by any means whatsoever, or use such information for purposes outside the scope of this business relationship. This shall not apply to information which at the date of receipt is in the public domain. The confidentiality of the above-mentioned information shall be maintained permanently, even after the termination of the business relationship between companies.

11. Legislation and Jurisdiction

11.1. **Protection of Personal Data** - In accordance with the provisions of Law 15/1999, of December 13, Protection of Personal Data and the Regulation that develops it, we inform you that your data are incorporated into a file owned by CASA in order to maintain business relationships, being able to make use of the possibility of exercising their rights of access, rectification, cancellation and opposition, at any time by writing or to the email account rhinternacional@arque.com in accordance with the conditions established by the applicable regulations.

11.2. **Applicable law** - The law applicable to the contractual relationship of CASA and its Clients will be the one corresponding to the Spanish common law. In the case of international sales, the contractual relationship will 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 as such are part of the Spanish legal system.

11.3. **Jurisdiction: submission to forum.** - For the resolution of any conflict or controversy related to the interpretation and/or execution of this contract, and of any of its consequences, the parties submit to the Jurisdiction of the Courts and Tribunals of L'Hospitalet de Llobregat. Likewise, in the event of international sale and purchase, for the resolution of any controversy in the interpretation and/or execution of this contract, both parties expressly submit to the jurisdiction of the Courts and Tribunals of L'Hospitalet de Llobregat.