

General terms and conditions of sale and delivery

1. Scope of Application

These General Terms and Conditions of Sale and Delivery shall apply to any sales agreement entered into between TECHNOFORM BAUTEC IBERICA and its customers.

Accordingly, placing an order implies the customer's full and unconditional acceptance of these General Terms and Conditions of Sale and Delivery. No special conditions shall prevail over these General Terms unless formally accepted in writing by TECHNOFORM BAUTEC IBERICA. Any clause proposed by the customer that conflicts with these conditions shall, unless expressly accepted, be unenforceable against TECHNOFORM BAUTEC IBERICA, regardless of when such clause may have been communicated.

Offers issued by TECHNOFORM BAUTEC IBERICA are made without commitment regarding price, quantity, delivery period, or availability of supply. Orders placed by the buyer shall only become binding upon TECHNOFORM BAUTEC IBERICA after express written confirmation.

2. Prices

Prices quoted by the seller shall be understood as fixed net prices, EXW (Ex Works), including packaging.

Quoted prices shall only be binding for orders acknowledged as received. In general, TECHNOFORM BAUTEC IBERICA's price lists are valid for one year, although they may be revised at its discretion at any time depending on prevailing economic conditions.

Prices apply to the minimum quantities established in the offer or quotation, or otherwise to 10,000 meters per reference, which constitutes the minimum order quantity. For smaller quantities, TECHNOFORM BAUTEC IBERICA reserves the right to modify the agreed conditions.

3. Orders

An order shall be considered accepted once delivery dates have been confirmed in writing.

TECHNOFORM BAUTEC IBERICA reserves the right, by written communication, to reject any order that does not comply with applicable conditions, whether general or specific.

Delivered quantities may vary by $\pm 10\%$ in meters from the quantity originally ordered and by $\pm 20\%$ for special projects. In such cases, the customer shall be invoiced for the exact quantity delivered (within these margins), calculated at the reference price established in the quotation and confirmed order.

4. Delivery Period

The agreed delivery period shall not be binding unless explicitly agreed in writing.

The delivery period shall commence upon dispatch of the order confirmation to the buyer and shall end when TECHNOFORM BAUTEC IBERICA notifies the buyer that the goods are available for collection.

In the event of unavoidable or unforeseeable circumstances (force majeure) and operational interruptions of any kind—including machinery damage, strikes, labor disputes, delays in deliveries of essential production materials or raw materials, or administrative measures—TECHNOFORM BAUTEC IBERICA shall be entitled either to cancel the sales contract in whole or in part or to extend the delivery period accordingly, including a reasonable restart period. TECHNOFORM BAUTEC IBERICA shall notify the buyer in writing of such events.

5. Transfer of Risk

Unless otherwise stated in the order confirmation, risk shall pass to the buyer upon shipment under EXW (Ex Works) conditions from TECHNOFORM BAUTEC IBERICA's factory located at: Ctra. Madrid-Coruña, Km. 181, 47100 Tordesillas, Valladolid, Spain. Agreed delivery clauses shall be governed by the version of the Incoterms in force on the date the contract is concluded.

6. Payment Terms

Unless otherwise agreed, goods shall be paid within 30 days from invoice date by direct debit.

TECHNOFORM BAUTEC IBERICA reserves the right to grant an early payment discount to buyers choosing payment by direct debit within ten days of invoice issuance.

If payment is not made on any due date, all outstanding debts shall become immediately due and payable, accruing interest in accordance with Article 7 of Spanish Law 3/2004 of 29 December on combating late payment, calculated from the date of the first unpaid invoice.

Failure to pay an invoice within the agreed period shall also result in loss of any discounts or rebates granted on that invoice and any invoices accelerated due to such default.

TECHNOFORM BAUTEC IBERICA is authorized to allocate payments among outstanding debts and offset reciprocal credits between the parties. Payments shall be applied first to interest and extraordinary costs arising from non-payment, and subsequently to overdue invoices in chronological order, regardless of contrary instructions from the buyer.

If delay, insolvency, or debts jeopardize the buyer's solvency, TECHNOFORM BAUTEC IBERICA may demand immediate settlement of all outstanding amounts or provision of guarantees. Pending deliveries may only proceed upon advance payment or provision of sufficient guarantees. If the buyer fails to comply within a reasonable period, TECHNOFORM BAUTEC IBERICA may terminate the sales contract.

7. Delivery of Goods

The buyer shall inspect the goods immediately upon receipt. Any defects identifiable during routine inspection must be notified in writing to TECHNOFORM BAUTEC IBERICA within twenty-four hours following receipt, including photographs of the observed defects. Otherwise, the purchased goods shall be deemed accepted and TECHNOFORM BAUTEC IBERICA shall be released from any claims relating to defects. The same period shall apply in the event of goods not received or received incorrectly.

In the event of defects that could not have been identified during routine inspection, written notification of such defects shall be submitted immediately after their discovery. Otherwise, the purchased goods shall be deemed accepted with the existence of such defects and, consequently, TECHNOFORM BAUTEC IBERICA shall be released from any claims relating to defects.

The buyer undertakes to deliver the defective goods or the defective portion thereof to TECHNOFORM BAUTEC IBERICA within a reasonable period of time (not exceeding one week from written notification of the defect), immediately after discovery of the defect. The condition of the goods must not be altered in order to verify the defect. However, this obligation shall not relieve the buyer of the burden of proof regarding the existence of the defect.

The buyer undertakes to deliver the defective goods or the defective portion thereof to TECHNOFORM BAUTEC IBERICA within a reasonable period of time (not exceeding one week from written notification of the defect), immediately after discovery of the defect. The condition of the goods must not be altered in order to verify the defect. However, this obligation shall not relieve the buyer of the burden of proof regarding the existence of the defect.

If it is demonstrated that the goods, which the buyer has stored, maintained and used in a proper and professional manner, are defective and that the buyer has notified the defects as established above, TECHNOFORM BAUTEC IBERICA may, at its sole discretion, subsequently fulfil its obligations by supplying replacement goods at no additional cost or by refunding the sale price. Should TECHNOFORM BAUTEC IBERICA decline subsequent performance or should such performance fail, the buyer may choose either to claim a corresponding reduction in the purchase price (price reduction) or termination of the contract in accordance with applicable law.

Claims relating to defects shall be subject to a limitation period of one (1) month following delivery of the goods to the buyer. Claims relating to defects shall be conditional upon prior fulfilment by the buyer of each and every one of its obligations. Claims relating to defects in the goods shall be subject to the limitations of liability set out in the WARRANTY section.

8. Packaging

Returnable packaging used for delivery of the goods remains the property of TECHNOFORM BAUTEC IBERICA and shall only be made available to the customer on loan.

The customer must notify the return of packaging in writing within a maximum period of three months and make such packaging available to TECHNOFORM BAUTEC IBERICA. Failure to do so shall entitle TECHNOFORM BAUTEC IBERICA to charge retroactive loan fees or invoice the value of the packaging, which shall become immediately due upon receipt.

9. Retention of Title

All goods subject to contract shall remain the property of TECHNOFORM BAUTEC IBERICA until the buyer has made full payment of the purchase price.

Until then, the goods shall be deemed to be held by the buyer as depositary and the buyer shall therefore comply with all obligations incumbent upon a depositary, assuming responsibility for all expenses inherent to possession and use and remaining liable in all circumstances for payment of the price within the agreed deadlines, even in the event of total or partial loss or destruction for any reason.

Without prejudice to the foregoing, the buyer shall be obliged to preserve the goods held in custody with the highest degree of care required and shall not remove, transfer, dispose of, or encumber them until full payment has been made.

10. Returns

The buyer must request written authorisation in order to proceed with the return of material.

Any return arriving at TECHNOFORM BAUTEC IBERICA's premises without authorisation shall not be accepted, and all associated expenses shall be borne by the buyer.

The buyer accepts that, in all cases where the return is accepted, TECHNOFORM BAUTEC IBERICA shall reimburse a maximum of 30% of the invoice value of the goods.

In all cases, the goods must be shipped carriage paid and on the date established by TECHNOFORM BAUTEC IBERICA, and must be in perfect condition and packaging.

Under no circumstances shall returns be accepted for goods sold more than thirty days previously, nor for goods not returned in original packaging and perfectly clean and organised condition, nor for remnants or cuts of product resulting from the buyer's own production process.

11. Components

Where the product to be manufactured by TECHNOFORM BAUTEC IBERICA requires the buyer to supply components for its production, the buyer shall be responsible for supplying them within the appropriate timeframe and in the appropriate quantity.

Defective supply (late deliveries, insufficient quantities, non-conforming products, etc.) shall exempt TECHNOFORM BAUTEC IBERICA from liability in relation to any customer claim and shall also entitle it to seek compensation from the buyer for damages and expenses incurred as a consequence of such defective supply

12. Warranty and Liability

Any statements made by or on behalf of TECHNOFORM BAUTEC IBERICA regarding the quality, composition, treatment, applicability, properties, etc. of its products shall only be regarded as warranties if they have been expressly provided in writing in the form of a warranty.

TECHNOFORM BAUTEC IBERICA only guarantees that its products comply with the specifications in force or agreed upon at the time of delivery. In the event of non-compliance with the specifications, the sole remedy shall be replacement of the products. This may only take place after TECHNOFORM BAUTEC IBERICA has confirmed in writing that it accepts such non-compliance. For this purpose, TECHNOFORM BAUTEC IBERICA must be given access to the goods in order to verify and measure compliance with specifications.

In all cases, and in order to limit damages, the buyer must follow the instructions provided by TECHNOFORM BAUTEC IBERICA regarding the products and packaging. TECHNOFORM BAUTEC IBERICA's liability for any damage shall be limited to the net sale price at most.

Under no circumstances shall the following be compensated:

- Loss of profits and indirect losses (business interruption, loss of income, and similar losses), for any reason;
- Damages intentionally caused or resulting from gross negligence by third parties and/or the buyer;
- Damages arising from a defect that the buyer could have discovered upon initial inspection at receipt;
- Damages resulting from improper and/or unauthorized use of the delivered products;
- Damages arising from loss of production, loss of use, loss of orders, or loss of profit;
- Any other direct, indirect, or consequential damages.

All recommendations or suggestions made by TECHNOFORM BAUTEC IBERICA are provided to the best of its knowledge and, as far as possible, reflect the latest available information.

TECHNOFORM BAUTEC IBERICA shall not be responsible for the expected results and/or performance referred to in such recommendations.

All recommendations are based on information provided by the buyer. This does not release the buyer from carrying out its own evaluation of the products supplied by TECHNOFORM BAUTEC IBERICA in order to verify their suitability for the intended processes and purposes. The application, use, and processing of the products are outside the seller's control and are therefore the sole responsibility of the buyer.

The buyer is responsible for the accuracy, completeness, and reliability of the information provided to TECHNOFORM BAUTEC IBERICA, even where such information has been obtained from third parties.

13. Compliance with Technical Regulations

TECHNOFORM BAUTEC IBERICA undertakes responsibility for ensuring that the supplied product is an extrusion profile that complies with the quoted dimensions and observes the tolerances (except in exceptional cases) provided for under DIN 16941 Class 2 and that the delivered material corresponds to that requested, also complying with the specifications set out in the corresponding technical data sheet.

Likewise, TECHNOFORM BAUTEC IBERICA certifies that its strips comply with the specifications required by Standard UNE EN 14024.

14. Patents and Trademarks

The sale and delivery of TECHNOFORM BAUTEC IBERICA products shall not entail the transfer to the customer of any intellectual or industrial property rights over such products.

Industrial property rights, in particular TECHNOFORM BAUTEC IBERICA patents, models and registered trademarks, shall remain in all cases its exclusive property.

Unless prohibited in writing, the customer authorises TECHNOFORM BAUTEC IBERICA to exhibit the manufactured part at any event, such as fairs, trade shows and exhibitions, as well as in its advertising and commercial documentation.

15. New products

If the customer requests the manufacture of a non-standard product, TECHNOFORM BAUTEC IBERICA shall manufacture or arrange for the manufacture of the moulds or tooling necessary for production. Under no circumstances may the buyer subcontract this process to any other company.

In the case of moulds or tooling required for exclusive products, TECHNOFORM BAUTEC IBERICA shall charge design and development fees, which the buyer undertakes to pay as follows: 50% upon approval of the drawing containing the final product design and the remaining 50% upon delivery of the first production order.

TECHNOFORM BAUTEC IBERICA shall supply samples to the buyer for validation within a period to be determined and confirmed in writing following receipt of confirmation of the design considered final at that time.

Likewise, following validation of the initial samples, TECHNOFORM BAUTEC IBERICA shall inform the buyer in writing of the delivery period for the first shipment of the new product, calculated from receipt of the first production order, except where force majeure circumstances apply as described in the DELIVERY PERIOD section.

In all cases where the customer provides a design or the instructions necessary for manufacturing a specific product, the customer shall indemnify TECHNOFORM BAUTEC IBERICA against all consequences of legal actions that may be brought against it as a result of manufacturing parts protected by industrial or intellectual property rights such as patents, trademarks, registered designs or any private rights.

If any infringement of third-party rights occurs, TECHNOFORM BAUTEC IBERICA reserves the right to suspend production and further deliveries and to claim from the buyer any costs or expenses incurred as a consequence of such infringement.

All moulds and tooling necessary for manufacturing (including those whose cost is borne by the customer) shall remain the property of TECHNOFORM BAUTEC IBERICA and the buyer may not demand their return.

In those cases involving moulds or tooling for exclusive products where the customer has paid the design and development costs, TECHNOFORM BAUTEC IBERICA undertakes to maintain manufacturing exclusivity in favour of the customer and maintain confidentiality of the design and shall not enter into any agreement relating to such design with third parties for a period of five years. After that period, or after a shorter period of two years during which no order has been placed (whichever occurs first), TECHNOFORM BAUTEC IBERICA shall have full right to offer the design to third parties and exploit the product design freely.

In all cases, subsequent deliveries shall be governed by the general or special conditions, if any.

Regarding rights over inventions, ideas and patents necessary for manufacturing the product (even where customer contributions exist in the form of drawings, design, process, etc.), such inventions shall be deemed inventions made by TECHNOFORM BAUTEC IBERICA.

16. Compliance with Applicable Restrictions

The buyer shall not sell, export or re-export any product supplied under this document to the Russian Federation or Belarus, whether directly or indirectly.

The buyer shall make every effort to ensure that this objective is not circumvented by third parties within the supply chain.

Any breach of these obligations shall constitute a material breach entitling TECHNOFORM to adopt the necessary measures, including termination of the supply agreement.

The buyer shall immediately inform Technoform of any problems in implementing these obligations.

17. Basic Information on Data Protection

In accordance with the applicable personal data protection regulations, we inform you that TECHNOFORM BAUTEC IBERICA, S.L. is the data controller responsible for processing your data for the purpose of managing the contractual relationship between TECHNOFORM BAUTEC IBERICA, S.L. and the customer, as well as obligations arising from the contract.

The legal basis for such processing is the performance of a service contract, compliance with legal obligations applicable to us, and the consent of the data subject.

As a general rule, recipients of your data shall be the various departments within our entity, as well as third parties to whom we disclose your data where lawful under applicable data protection regulations.

International transfers of data are not foreseen. However, if necessary, such transfers shall only be made to entities within our Group that maintain the required level of protection in accordance with applicable regulations, or where legally authorised.

Addresses of all companies belonging to Technoform Group are available on our website and may be consulted at any time.

Should any of your data change, please notify us accordingly.

You have the right to access, rectify and erase your data, as well as other rights, as explained in additional information available upon request by email to: rgpd.tb@technoform.com, attaching a copy of your identification document.

18. Governing Law and Jurisdiction

These General Terms and Conditions shall be governed by the laws of Spain.

The parties expressly waive any other jurisdiction that may apply and submit to the exclusive jurisdiction and competence of the Courts of Barcelona for any actions and claims arising from the execution and interpretation of these General Terms and Conditions.