

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- **GENERAL TERMS AND CONDITIONS OF SALE OF TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L.**

Version: March 2025

DEFINITIONS

"Client": natural or legal person with whom the Contract is executed, to whom TECNIC will sell the Products under the Contract.

"General Conditions of Sale" or "**GCS**": the conditions set out in this document, which will govern the contractual framework between the contracting parties, together with the other documents that form part of the Contract.

"Consumables": the disposable supplies or consumable products that TECNIC must supply.

"Contract": refers collectively to the GCS, the Order and, where applicable, the order acceptance document and any specific conditions agreed by TECNIC and the Client, and any purchase orders that may be necessary for the sale of Products.

"Business Day": any day that is not Saturday, Sunday or any other non-business day as applicable in the municipality of Riudarenes (Girona, Spain).

"Equipment": by way of example, the deliverables, goods or items, and/or machinery that are the subject of the purchase order (excluding Consumables) and which may include, comprise or be related to, without limitation, TECNIC's business activity.

"Specification": the description of the Products, attached by TECNIC to the Contract (if applicable) or otherwise provided to the Client, or provided to TECNIC by the Client (as the case may be), in writing.

"Client's Specification": any request by the Client to modify the Product Specifications, provided, requested or required by the Client, for which TECNIC disclaims all responsibility.

"Place of Delivery": the place specified in the Contract where delivery of the Products will be carried out.

"User Manual": the document that TECNIC will deliver to the Client which includes the specifications of the Products, their functionalities and other information relating to their use, maintenance and preservation.

"Party": each of the Client or TECNIC individually; and "**Parties**" means both jointly.

"Order": refers to the purchase order signed by an authorized representative of the Client and addressed to TECNIC. The Order defines the price, delivery, and other special conditions that apply.

"Prospective Client": natural or legal person interested in purchasing Products from TECNIC but who has not yet become a Client, due to the absence of Order confirmation by TECNIC.

"Price": the price of the Products as determined in accordance with the Contract.

"Products": collectively and interchangeably the Consumables, the restricted-use Software license, and the Equipment, as well as any support services that TECNIC may provide in relation to them.

"Intellectual and Industrial Property": patents, patent applications, utility models, designs, inventions (i.e. new devices, designs, products, software programs, articles, methods, processes, or improvements or alterations thereof, whether or not patentable or protectable by copyright, by mask work laws, as a trade secret or under any similar law), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, source code, databases, trademarks, service marks, trade names and trade dress, and analogous proprietary rights and licenses or usage rights related to the foregoing.

"Retention of Title": TECNIC's retention of ownership of the delivered Products until full payment of their Price by the Client, notwithstanding their delivery.

"Software": proprietary software developed by or sublicensed to TECNIC to implement the specified corresponding functionality in the Equipment, which includes, without limitation, mobile and desktop applications, sample files and content files (as defined below), scripts, instruction sets, and related documentation.

"**TECNIC**": refers to the company TECNIC PROCESS EQUIPMENT MANUFACTURING, S.L., a company of Spanish nationality, with registered office at Ponent 10 Nave 1/2/3 - Pol. Ind. Can Pruna, 17421 Riudarenes (Girona), Spain, registered with the Commercial Registry of Girona, volume 2,823, folio 202, sheet GI-51,860, and with NIF (Tax ID) number B-55.103.956.

2. OBJECT AND SCOPE OF APPLICATION

2.1. These GCS shall apply to all sales and services of TECNIC and may be consulted at any time at: <https://www.tecnic.eu/quality/>

2.2. The following acts shall constitute the Client's unreserved acceptance of these GCS: (i) written acknowledgment of these GCS; (ii) the issuance or placement of a purchase order for Products under these GCS; (iii) acceptance of any shipment or delivery of Products under these GCS; (iv) payment for the Products; or (v) any other act or expression of acceptance by the Client.

2.4. The GCS may be supplemented and/or modified by mutual agreement of the Parties if a given Client requires particular conditions, which shall be set out in a separate document that will form part of the Contract and must be expressly accepted and signed in writing by both Parties.

2.5. The GCS shall apply to all supplies of Products made by TECNIC to the Client and constitute, where applicable, a waiver of the Client's general purchase conditions, nullifying any terms or conditions that are different from or additional to those herein, which may be contained in or referred to in any purchase order form or in any other Client document or correspondence. In particular, TECNIC's fulfillment of a Client Order shall not constitute acceptance of the Client's general conditions and shall not serve to modify or amend the Contract.

2.6. TECNIC reserves the right to update and/or modify the content of these GCS at any time, without prior notice, the applicable GCS being those available at all times on the website indicated in section 2.1 above.

3. ORDER ACCEPTANCE PROCEDURE

3.1. Any offers made by TECNIC and/or any Orders that TECNIC may receive from the Prospective Client are non-binding and subject to confirmation. The Prospective Client must formally place the Order in writing by sending an email to sales@tecnic.eu. Sending such Order by the Prospective Client implies its acceptance of the entire content of the GCS, to the exclusion of any other general conditions under which the Prospective Client accepts or intends to accept the Order, or makes or intends to make the Order. In any case, the Contract shall only be perfected once TECNIC has confirmed the Order in writing. Verbal agreements shall only be valid when confirmed in writing by TECNIC.

3.2. Additionally, the Client, if applicable, must indicate in writing any data, specifications and documents required under the legislation of the destination country regarding: (i) invoicing; (ii) safety, environmental or similar requirements; (iii) international certificates; (iv) other import documents or declarations; and (v) any other elements or details that may be important.

3.3. Once the Order is deemed firm, the Client must fulfill all its obligations with TECNIC (in particular those related to delivery and payment), unless otherwise agreed, even in the event of discrepancies regarding the quality of the Products or any other issues related to the order or other commercial relations between the parties, and regardless of the final resolution of the dispute.

3.4. Information on quantities, measurements and weights, images and descriptions in catalogs and other documents is not binding, nor is information on suitability for a specific use or any advice or recommendation provided by TECNIC or its employees or agents to the Client regarding the storage, application or use of the Product that is not confirmed by TECNIC in writing. Therefore, nothing relieves the Client from complying with any legal provisions and regulatory requirements that may be applicable, nor from carrying out its own tests as necessary. Any guarantees or the assumption of any kind of risk by TECNIC must be formalized in writing to be valid.

3.5. Any permits from public authorities and other approvals necessary to execute an Order must be obtained directly by the Client.

3.6. The Prospective Client and/or the Client must clearly indicate in the purchase order the Products requested in the order.

3.7. If the Client requests (i) modifications to the quote/offer and/or the Order of the initially requested Product, as well as any Client's Specifications to be included in the Product, and/or (ii) the performance of additional work outside the scope of what was initially agreed, TECNIC will send the Client a quote and timeframe for such work and, if accepted by the Client, will proceed accordingly. In any case, purchase orders, once confirmed by TECNIC, may not be canceled or modified without TECNIC's prior written consent, and the Client shall hold TECNIC harmless for any loss related to any modification of Orders.

3.8. The Client may not cancel any Order accepted by TECNIC, unless TECNIC agrees in writing and on the condition that the Client fully indemnifies TECNIC for all losses and damages, including loss of profit, costs (including the cost of all



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labor and materials used), damages, charges and expenses incurred by TECNIC as a result of the cancellation.

4. PRICES AND PAYMENT

4.1. The Price shall be stipulated in the Order or, if not indicated in the Order, shall be set according to the price list in force at the time when TECNIC accepts the Client's Order. The Price does not include any applicable taxes or duties, which shall be added to the corresponding invoice. The VAT applied will be the rate in force at the given time, and shall always be borne by the Client.

Price lists may be modified unilaterally by TECNIC at any time without prior notice, with a notification sent to the Client for information purposes. Notwithstanding the foregoing, TECNIC also reserves the right to make special offers.

Any new price list will invalidate the previous one, applying to all Orders placed after publication of the new price list.

If TECNIC makes any special offer, its validity and conditions will be as indicated by TECNIC in the offer itself. Due to the constantly fluctuating prices of raw materials, the prices in the offer will be valid only within the period of validity indicated in the offer. If no specific validity period is detailed in the offer, the prices and conditions are valid for thirty (30) calendar days from the presentation of the offer.

4.2. The Price established in the Contract will include the cost of labor, travel and parts, provided these are provided during TECNIC's working hours. Charges for any services or goods not contemplated in the Contract will be invoiced separately at the time they occur or are delivered, and at the prevailing rates.

4.3. Once the Order has been accepted, TECNIC shall be entitled to modify the Prices in the following cases:

- (i) A delay in the delivery or acceptance is caused directly or indirectly by the Client;
- (ii) The scope of the Contract is modified at the Client's request or the Client requests a change in the delivery date or in the quantities of Products ordered in the Contract;
- (iii) The Client fails to inform TECNIC or fails to give TECNIC proper or precise instructions that result in additional costs for TECNIC;
- (iv) When Prices were quoted in a currency other than the Euro (€), and there has been a significant change in the exchange rate against the Euro from the Order date until the contractual billing dates or, in any case, due to fluctuations in currency exchange rates or costs resulting from government or international agency intervention, etc., beyond TECNIC's control.

4.4. Unless otherwise provided in the Contract, the Price must be paid in full prior to delivery of the Product.

4.5. Unless otherwise provided in the Contract, TECNIC will, prior to delivering the Products, issue the corresponding invoice to the Client and, once payment is received, TECNIC will proceed to deliver the Product to the Client. Therefore, the Price must be paid in full before delivery of the Product.

4.6. TECNIC may make partial deliveries when provided in the Contract and, consequently, may invoice such partial deliveries separately and demand payment for each partial delivery. In such cases, the Client shall be obliged to pay those invoices in accordance with these GCS. These partial deliveries will not release the Client from its obligation to accept the remainder of the Order, and the Client is obliged to fulfill the installment payments of the Order in question, even if it refuses any deliveries.

4.7. The mode and terms of payment (including, by way of example but not limitation, the time period, the means of payment and the currency) shall be those provided in the Contract and, in the absence of any agreement in this respect, payment for the Products shall be made by bank transfer within a maximum period of thirty (30) days. This period shall be calculated from the moment the Client receives the invoice issued by TECNIC in accordance with these GCS and the tax and accounting legislation in force at that time.

4.8. Timely payment of the Price is an essential condition. Therefore, if the Client fails to fulfill its payment obligations and does not pay on time or in full, it must pay TECNIC, without need of any notice and from the due date, daily default interest under the terms of **Law 3/2004 of 20 December**, which establishes measures to combat late payment in commercial transactions. Likewise, in the event of a breach of the Client's payment obligations, TECNIC is authorized, at its discretion, to:

- (i) suspend any commitments or obligations derived from the Contract until the Client fulfills its obligations,
- (ii) terminate the Contract,
- (iii) cancel any agreed credit terms or payment facilities with the Client,

and, additionally, for those Products that have a remote control system installed by TECNIC or in cases where the Client has been granted a Software use license, if more than fifteen (15) days have passed since the corresponding payment due date without the Client making such payment, TECNIC may, cumulatively and at its discretion: (a) remotely deactivate and block the operation of those Products and/or (b) suspend the Client's license to use the Software. In either case, TECNIC must give the Client at least seven (7) calendar days' prior notice before the effective deactivation date of the Products. Once the Client has paid the amount due and is current on all its payment obligations to TECNIC, TECNIC will reactivate the use and operation of the Products, and may, for that purpose, provide the Client with an activation code so that it can unlock and restart operation of the Products. In no event shall TECNIC be liable for any losses or damages (including expressly loss of profit and direct damage) that may be caused by the blocking of the Products' operation via the remote control system or the suspension of the Software use license, as a result of the Client's breach of its payment obligations. In all cases, the Client shall be responsible for all costs and expenses that may be incurred due to reactivation of the Products once the corresponding payments have been made. The exercise of these remedies shall be without prejudice to TECNIC's right to claim damages for the Client's breach of its payment obligations.

4.9. Any expenses incurred by TECNIC as a result of efforts to recover unpaid amounts from the Client shall be borne entirely by the Client and shall include any out-of-court or judicial expenses, including costs incurred for lawyers and court agents, regardless of whether their involvement is mandatory or not.

4.10. In no case shall the Client's partial payment of the price of the Products or, as the case may be, the existence of any claims related to the Products or to commitments or agreements between the Parties, suspend or exclude the accrual of default interest applicable pursuant to section 4.8 above, nor shall it preclude TECNIC's right to carry out the other measures provided in said section 4.8.

4.11. The Client is not entitled to withhold or offset any payment related to an amount claimed against TECNIC, unless expressly authorized in writing by TECNIC to do so.

4.12. If, once the Contract is concluded, it becomes evident that there is a risk the Client cannot pay or if the Client is late in paying its obligations, TECNIC may set new payment conditions for any pending deliveries and services and may request the provision of appropriate guarantees.

5. TRANSFER OF OWNERSHIP AND RETENTION OF TITLE

5.1. The risk of damage or loss of the Products shall pass to the Client: (i) if the Products are delivered at TECNIC's facilities, risk shall pass when TECNIC notifies the Client that the Products are available for collection; or (ii) if the destination of the Products is not TECNIC's facilities, risk shall pass at the time of delivery or, if the Client does not accept delivery, at the time TECNIC makes the Products available for delivery.

5.2. Notwithstanding the provisions regarding delivery and transfer of risk of the Product, ownership of the Products shall not pass to the Client until TECNIC has actually received full payment of the Price, plus any interest and expenses that may have accrued due to late payment. Accordingly, until ownership of the Products passes to the Client, the Client shall keep the Products as bailee for TECNIC (the "**Retention of Title**").

5.3. Therefore, during the period of such Retention of Title, the Client:

- (i) **Shall not** create any kind of charge or encumbrance on the Products, nor pledge them or offer them as security for any obligation.
- (ii) **Shall** keep the Products separate from its own goods and those of third parties, properly stored, protected and insured, and identified as TECNIC's property and, if expressly authorized by TECNIC, they may be used in a manner that ensures their quality.
- (iii) **Shall not** include the Products as an asset on its balance sheet in the event of bankruptcy or insolvency proceedings. In case of any attempted seizure or retention of the Product during the Retention of Title by any third party, whether an individual, legal entity or Public Authority, the Client must immediately inform TECNIC and also notify said third party that the Product cannot be seized or retained, as it is the property of TECNIC.



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- (iv) **Shall allow** TECNIC, upon reasonable prior notice, to inspect the Products at the location where the Client has them.

5.4. If the Products are located at the Client's facilities during the Retention of Title:

- (i) TECNIC assumes no risk of loss or damage to the Products, the Client being responsible for them, as well as for all damages, deterioration, breakage or malfunction suffered by the Product during the Retention of Title, for any reason, including normal and ordinary use.
- (ii) The Client will be responsible, in this case, for any damage, loss or accidents of any nature suffered by the Product, or caused to third parties or their property by the Client's personnel or machinery as a result of the use of the Product. To that end, the Client is obliged to take out appropriate insurance to cover any damage the Products may suffer and the aforementioned liabilities.
- (iii) If any incident affecting the Product occurs, the Client shall inform TECNIC immediately, and the Client must take the necessary measures to resolve the problem or, at a minimum, to prevent the incident from worsening.

5.5. Once seven (7) days have passed after a written payment demand to the Client without payment being made, TECNIC may recover possession of the Products, even if they are located at the Client's facilities, all without prejudice to any other rights and/or remedies of TECNIC against the Client. Partial payments made by the Client for Products subject to Retention of Title shall not hinder a possible recovery action by TECNIC based on the Retention of Title.

5.6. If the laws of the Client's country or of the destination country, or where the supplied Product is located, do not permit Retention of Title, TECNIC may request that the Client provide equivalent guarantees.

5.7. In the event of a request for suspension of payments, bankruptcy, insolvency declaration or analogous proceedings, as well as the seizure of all or part of the Client's assets, the Client must notify TECNIC immediately and immediately make the Products available to TECNIC. Recovery costs will always and in any case be borne by the Client.

5.8. The Client is authorized to transform or resell the Product under Retention of Title in the course of normal business operations, without such authorization implying transfer of ownership thereof to the Client. This authorization will automatically cease if the Client fails to fulfill its payment obligations under the Contract, without the need for any prior notice from TECNIC to the Client, and any costs incurred will be borne by the Client.

5.9. Products recovered by TECNIC in enforcement of the Retention of Title shall be appraised to determine their value and such value shall be applied to the payment of the Client's outstanding debts, including interest, plus all costs associated with the recovery (including appraisal), without prejudice to any damages that may be payable by the Client for the termination of the sale due to non-payment of the Price.

5.10. In the event of transformation of the Product under Retention of Title, if other products not belonging to the Client are incorporated, this will result in co-ownership of the new item, in which TECNIC will participate to the extent of the value of the Product under Retention of Title. Consequently, TECNIC may claim the proportional part representing its Product relative to the total value of the finished good that has been processed, combined or transformed.

5.11. In the event of resale of the Product under Retention of Title, whether transformed or not, the Client assigns to TECNIC the receivables resulting from the resale and must inform its buyer of the existence and content of this clause and of the assignment of receivables that, by virtue of it, operates in favor of TECNIC.

5.12. The amount of receivables assigned and collected by TECNIC in such cases shall be applied to the payment of the outstanding invoice amounts and any accrued interest, if applicable.

6. TRANSPORT AND DELIVERY OF THE PRODUCTS

6.1. The Product will be delivered at the Place of Delivery on the dates specified in the Contract. All transport operations are at the Client's expense, including all costs arising from loading, transport, packaging removal, insurance and customs clearance of the Products up to the Place of Delivery. For this purpose, it is agreed that the Products will be delivered under **Free Carrier (FCA)** (Incoterms 2020) conditions.

6.2. The delivery period for the Products shall be as provided in the Contract. It is understood that any delivery dates indicated in offers are approximate and not

binding and, therefore, TECNIC assumes no liability for delays, whatever the cause.

6.3. Delay in delivery or a defect in a partial delivery shall not entitle the Client to cancel any other partial delivery or the Contract, except where a fortuitous event or force majeure persists as provided in section 6.6 below.

6.4. The delivery period may be modified by TECNIC by written notice to the Client, depending on the status of TECNIC's order backlog or that of the manufacturer or supplier of the Products.

6.5. If two (2) months after TECNIC first notifies the Client that the Products are ready for pickup, or after TECNIC first makes the Products available to the Client, the Products have not been picked up by the Client or the Client has not accepted delivery, then TECNIC shall be entitled (i) to invoice the Client for the Price of the Products, and (ii) to charge a reasonable monthly fee for storage of the Products. Furthermore, after four (4) months from making them available, TECNIC may proceed to resell and/or destroy the Products.

6.6. TECNIC shall not be deemed in breach if its obligation cannot be performed due to circumstances of fortuitous event or force majeure that prevent performance or make it extremely difficult. **For example and not limitation**, a fortuitous event is understood as any event that is impossible to foresee or that, being foreseeable, is inevitable and beyond TECNIC's control, such as: theft, accident, legislation or regulations rendering proper execution of these GCS impossible, armed conflicts, wars and/or social unrest, destruction of production facilities or materials due to fire, pandemics, epidemics, lack of public utilities or public transport, strikes in companies other than TECNIC, unofficial or political strikes at TECNIC, widespread or partial shortages of necessary raw materials and other goods or services needed to fulfill the agreed service, unforeseen delays in deliveries by suppliers or other third parties on which TECNIC depends, and general transportation problems. Likewise, force majeure circumstances include natural phenomena such as earthquakes, tornadoes, changes in weather conditions, extreme weather, or natural disasters.

6.7. TECNIC will inform the Client as soon as possible when a fortuitous event or force majeure prevents it from manufacturing and/or supplying the Product or from doing so on time. In such cases of fortuitous event or force majeure that hinder the manufacture or delivery of goods, TECNIC shall have the right to delay delivery until the cause has disappeared, without this constituting a breach of the delivery period. However, if the causes persist for more than two (2) months, either Party may request termination of the contractual relationship, with no obligation of indemnification in any case.

6.8. To the extent that, when a fortuitous event or force majeure occurs, TECNIC has partially fulfilled its obligations and the fulfilled part has an independent value, TECNIC may invoice that part separately and the Client shall pay the amount of that fulfilled part.

7. INSTALLATION

7.1. The commissioning of the Equipment at the Client's facilities is not part of TECNIC's obligations. For this reason, it is established that commissioning of the Equipment by TECNIC at the Client's facilities will require an express agreement between the Parties.

7.2. If expressly agreed and detailed in the Contract, TECNIC will install the Product, subject to the following terms:

- (i) TECNIC shall have the right to adjust the Price to cover special costs of transport, handling, lifting or other installation costs, and to cover any storage expenses or other costs arising from delays by the Client in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and time frames necessary for the manufacture, modification, supply, shipment, delivery or installation of the Product.
- (ii) If the Product cannot be installed at the installation site within two (2) months after delivery due to delays in preparing the installation site, TECNIC shall have the right to invoice the Client for the Price of the Products and services.
- (iii) The Client, at its own expense, (i) will prepare the installation site; (ii) will ensure reasonable working conditions; (iii) will provide TECNIC with secure areas for storing materials and installation equipment; (iv) will provide adequate access to the site; (v) will ensure site safety and certify that the site is free of chemical and biological hazards; (vi) will provide all facilities specified by TECNIC prior to installation, including, without limiting the generality of the foregoing, the supply



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of electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, suitable lifting equipment, and lighting.

7.3. TECNIC reserves the right to refuse to install the Products if, in its opinion, the site and/or access have not been prepared or provided as indicated above, and TECNIC shall not be responsible for any losses, damages or additional expenses arising from such failure.

8. ACCEPTANCE OF PRODUCTS AND CLAIMS

8.1. If the Client purchases an Equipment from TECNIC, the following provisions shall apply:

- (i) A **Factory Acceptance Test (FAT)** shall be performed, consisting of protocolized checks and/or tests demonstrating that the Equipment is capable of operating according to the requirements for which it was designed. The FAT shall be carried out at TECNIC's facilities, which the Client may attend at its own expense on the date specified by TECNIC for that purpose. For the FAT, one week prior to its performance, the Client must provide the FAT document to TECNIC for approval. If the FAT document is not provided within the prescribed period, TECNIC shall prepare the acceptance documentation for the Equipment at its discretion. If the results of the FAT:
- (a) **Were satisfactory:** the Equipment will be delivered to the Place of Delivery in accordance with section 6 above, provided that the Client has, beforehand, paid the portion of the Price corresponding to completion of the FAT.
- (b) **Were not satisfactory:** the severity of the deficiencies and/or issues observed during the test must be determined:
- (b.1) **Minor** – i.e. they do not affect the operability of the Equipment: the FAT will be deemed passed with reservations which TECNIC must resolve during the subsequent SAT, and the Equipment will be delivered to the Place of Delivery, provided that the Client has, beforehand, paid the portion of the Price corresponding to completion of the FAT.
- (b.2) **Major** – i.e. they affect the operability of the Equipment: the deficiencies and/or issues will be addressed and the FAT process must be repeated, unless the Client accepts shipment of the Equipment, in which case TECNIC must resolve the identified problems and repeat the failed tests during the subsequent SAT.
- (c) If during the FAT the Client requests new specifications not included in the Contract, both Parties will review in mutual agreement and in good faith the extent of such specifications to determine whether a new FAT should be carried out or if they can be verified during the SAT process. In any case, TECNIC reserves the right to invoice the Client for the portion of the Price corresponding to the work performed up to that moment, as well as to revise the Price in view of the new specifications requested by the Client.

It is expressly stated that if the Client, without justification or just cause, fails to participate in the FAT and/or SAT tests, the Equipment will be deemed to have been accepted by the Client without the need for the Client's written consent. Unless otherwise agreed in writing by TECNIC, in no event shall the Equipment be shipped to the Place of Delivery without prior payment of the portion of the Price corresponding to completion of the FAT.

(ii) Once installation and commissioning of the Equipment at the Client's facilities have been completed, the Parties shall carry out a Site Acceptance Test (SAT) to verify proper operation of the Equipment, including the re-performance of any tests that failed during FAT.

If, without justification, the Client fails to carry out the SAT within 30 calendar days from TECNIC's notice that the Equipment is ready for acceptance, the Client shall pay any remaining balance of the Price and a penalty of €5,000 (five thousand euros) for each day of delay. TECNIC shall retain full ownership of the Products, in accordance with Clause 5, until the SAT is completed and all amounts due have been paid.

If the Client fails to sign the acceptance documentation, without justification, within 10 calendar days following its delivery by TECNIC, in addition to the other remedies available to TECNIC under these General Terms and Conditions, TECNIC may immediately terminate the Contract and demand immediate payment of all outstanding amounts.

8.2. If the Client purchases a Consumable from TECNIC, such item will not be subject to FAT or SAT processes and, therefore, any claim for defects must be made within a maximum period of 5 days for apparent defects of quantity or quality from receipt of the Consumables. Hidden defects must be communicated within a maximum period of 5 days from their detection, provided they occur within 1 year from delivery of the Consumables. In both cases, an exact description of the defects must be included. To the extent possible, the provisions of section 8.5 below will apply.

At TECNIC's request, the Client must send the alleged defective Consumables for inspection to TECNIC's address or another specified location.

In the event of a timely notified quality defect, TECNIC may choose to repair the defect or replace the Consumables with defect-free ones ("Remedy"). The Remedy does not include disassembly, retrieval or installation costs.

If the Remedy fails to correct the defects, the Client may choose to terminate the Contract or reasonably reduce the Price. Remedy will be deemed to have failed to correct the defects after a minimum of two attempts. The Client shall have no right to claim for irrelevant defects, such as minor deviations in material, dimensions, color or delivered quantity, for natural wear from use, or for damage resulting from the Client's Specifications, drawings or other templates, or defects caused by improper handling, alterations or repairs of the Consumables by the Client or third parties.

8.3. For the Products to achieve the expected performance and/or output as per the User Manual, it is strictly necessary for the Client to meet the following conditions: (i) the materials used by the Client must fully conform to the Specifications agreed in the Contract; (ii) the Client must maintain the Products in an appropriate physical environment and under suitable environmental conditions; (iii) the Client must carry out proper maintenance of the Products in accordance with the User Manual and TECNIC's recommendations; (iv) the Client's personnel assigned to the Products must have the necessary training and qualifications for proper operation and maintenance of the Products. Any advice or recommendation provided by TECNIC or its employees or agents to the Client or its employees or agents regarding the storage, application or use of the Products that is not confirmed by TECNIC in writing is followed or acted upon at the Client's sole risk, and consequently TECNIC shall not be responsible for any such unconfirmed advice or recommendation.

Notwithstanding the foregoing, TECNIC shall not be responsible for the correct selection of the Products for the intended purpose in each specific case, nor for the correct interconnection of the Products with each other or with the Client's equipment. This shall be the exclusive responsibility of the Client or the person who connects and installs the Products on the Client's behalf.

8.4. The Client acknowledges and accepts that the Products supplied by TECNIC may be subject to commercial, environmental and export and import laws, regulations and licensing requirements established, for example (by way of example but not limitation) by the United Nations, the United States of America, the European Union, the Member States of the European Union, and Mercosur. The Client shall comply with all such regulations and accepts that it is solely responsible for ensuring compliance. In particular, and by way of example, the Client shall not use, sell, resell, export, re-export, dispose of or otherwise disclose or deal with products directly or indirectly with any country, destination or person, and shall ensure that none of its affiliated companies does so, without first obtaining any necessary export license or government authorization, and shall comply with the formalities required by the applicable regulations. Additionally, the Client shall not take any action that causes TECNIC to violate any such regulations and shall hold TECNIC harmless from any fine, loss and/or liability incurred by TECNIC as a result of the Client's failure to comply with these regulations.

Likewise, the Client's breach of any aspect of these regulations shall constitute a breach of the contractual relationship. TECNIC reserves the right to refuse to accept any order or to refrain from executing it, and to cancel any order at its sole discretion if it considers that the Client has failed to comply with any aspect of these regulations.

8.5. The Client must inspect the Equipment upon its arrival at the Place of Delivery. During this inspection, the Client must verify that the Equipment



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complies with the agreed terms. Failure to make a claim within the periods and in the manner set out below shall mean that the Client accepts and is satisfied with the Equipment received, without prejudice to the SAT.

Only claims received by email sent to aftersales@tecnic.eu shall be accepted.

The time limits for claims shall be:

- (i) **Claims to the carrier for missing Products:** If not all Products listed in the Contract are received, claims must be made directly to the carrier at the time of receipt.
- (ii) **Claims for manifest defects:** for manifest or apparent defects that can be detected by simple examination or basic check, the claim must be made to TECNIC within the following deadlines: (i) if the Equipment is delivered unpackaged or unwrapped, on the same day of the Equipment's arrival at destination; (ii) if the Equipment is delivered packaged or wrapped, within a maximum of four (4) days from the Equipment's arrival at destination.
- (iii) **Claims for hidden defects:** within a maximum of thirty (30) days from the Equipment's arrival at the Place of Delivery at destination, if the defect or irregularity can only be detected by a thorough examination of the Equipment, a test or its commissioning.

8.6. Any claim must specify the Order or invoice details. The deficiencies must be described in such a way that TECNIC or a third party can verify them.

8.7. The submission of a claim by the Client within the stipulated period that affects only a part of the Products shall not release it from its obligation to pay within the term for the correctly delivered part, nor shall it entitle the Client to reject the entire delivery.

8.8. Once a claim has been notified within the appropriate period, the processing of the claimed Product may only be carried out with TECNIC's written authorization.

8.9. The Parties may expressly agree to conduct acceptance trials or tests in accordance with applicable European standards. In such case, those tests shall be governed by protocols that both Parties may define by mutual written agreement.

9. SOFTWARE

9.1. If the Client acquires a Software license from TECNIC, including software licensed in connection with the purchase of an Equipment and any other software or firmware incorporated in, loaded on or otherwise associated with the acquired Equipment, the following additional provisions shall apply:

- (i) TECNIC grants the Client the non-exclusive right and license to use the copy of the Software in object code form that is on the computer-readable medium that TECNIC may provide to the Client.
- (ii) The Software and the corresponding copyrights are the property of TECNIC and/or of certain TECNIC suppliers, and therefore neither the Software itself nor the respective copyrights are transferred to the Client as a result of the Client's use of the Software.
- (iii) The license rights granted under these conditions may not be transferred to any third party without TECNIC's written permission, and therefore the Client must refrain from copying, and must not allow the Software in question to be copied.
- (iv) The Client (i) shall not use the Software except in conjunction with the Products purchased or for any purpose outside the scope of application for which it is supplied, (ii) shall not attempt nor permit any reverse engineering, disassembly, decompilation or modification or adaptation of the Software, nor any combination of the Software with other software, and (iii) shall not transfer the Software to any country in violation of any applicable import or export control regulations.
- (v) The Client agrees to refrain from removing manufacturer marks, and in particular copyright notices, and from changing them without TECNIC's prior written consent. All other rights to the software and documentation, including copies, shall remain the property of TECNIC.
- (vi) The Client shall have no right to sublicense the Software.
- (vii) The Client further understands that its use of the Software will be subject to the terms of third-party license agreements, to any notices that TECNIC provides to the Client, and to the rights of other third-party owners or providers of any software or firmware included in the Software. The Client shall comply with the terms of such third-party

license agreements and the rights provided to it by TECNIC in advance.

- (viii) TECNIC makes no representation or warranty, express or implied, that the operation of the Software or firmware will be uninterrupted or error-free, or that the functions contained in the Software or firmware will meet the Client's intended use.

9.2. Breach of any of the terms of this section terminates the Client's right to use the Software. Once such right is terminated, the Client must return to TECNIC each and every copy of the Software.

10. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

10.1. The Client undertakes to:

(i) Comply with the provisions and all other obligations set out in the GCS and in the Contract and, in particular, to promptly pay the Price.

- (i) Purchase the Products for its own use, not for resale, and use them for the purpose provided in the User Manual for each Product.
- (ii) Follow the usage instructions provided by TECNIC for the Products as set out in the User Manual and not make any modifications to them or tamper with them itself or through third parties without TECNIC's consent, and carry out annual preventive maintenance as specified in the User Manual. The Client is solely responsible for fulfilling all legal or regulatory obligations related to the use of the Products.
- (iii) Purchase and use exclusively the Products and spare parts supplied by TECNIC or its authorized distribution channels.
- (iv) Comply with, and cause its personnel, collaborators, affiliated companies and other persons and entities related to the Product to comply with, the regulations relating to environmental management of the Products, as well as of their packaging and packaging waste, under the applicable regulations and, if applicable, as provided in the User Manual.
- (v) Indemnify, defend and hold TECNIC harmless from all liability against any and all costs, losses, expenses, damages, claims, payment obligations or fines, including, without limitation, reasonable attorneys' fees and court costs, arising from or related to (a) any claims for infringement of any Intellectual or Industrial Property or other third-party proprietary rights to the extent that the Products are manufactured or used in accordance with the Client's Specifications; (b) the negligence and/or willful misconduct of the Client, its employees or agents; or (c) any breach by the Client and/or its representatives of applicable law and/or the specified requirements in the handling or use of the Products.

10.2. Without prejudice to the other provisions of the GCS, the Client shall be solely responsible for:

- (i) Selecting and purchasing the appropriate and relevant quality grade of Products, consistent and in accordance with the intended use by the Client; TECNIC disclaims any liability in this regard.
- (ii) Identifying and complying with the applicable legislation in its sector and taking all necessary actions to test and validate the Products supplied by TECNIC.
- (iii) Ensuring the accuracy of the terms related to the Client's Specification that it presents to TECNIC, and providing TECNIC with any information necessary regarding the Products in sufficient time to allow TECNIC to fulfill the Contract according to its terms.

10.3. The Client's failure to fulfill the obligations set out in this Contract will void the Warranty (as defined below) of the Products and, where applicable, entitle TECNIC to the corresponding compensation for any damages that may be caused, even if arising from third-party claims.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. The Client acknowledges that the Products have been developed by TECNIC through significant effort and investment, and that they constitute and incorporate TECNIC's Intellectual and Industrial Property rights, regardless of whether any part of them has been patented or registered under any applicable law, and that they shall remain the exclusive property of TECNIC.



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Consequently, any Intellectual and Industrial Property rights to computer programs, designs, plans and any other element used in the manufacture of the Products, as well as to the various elements incorporated into said Products, shall vest exclusively in TECNIC or, as the case may be, in third parties.

The Client expressly acknowledges that no rights or interests in any of TECNIC's Intellectual and Industrial Property are transferred, assigned, leased or licensed, nor otherwise provided, either expressly or implicitly, except with TECNIC's prior express written approval in a separate document.

Likewise, the Client expressly acknowledges that TECNIC's brand, its graphic composition and its know-how are the industrial property of TECNIC, and that any creation made by TECNIC in the course of marketing the Products is the intellectual property of TECNIC, regardless of whether the Intellectual and Industrial Property rights have been patented or registered under any applicable law, and that such Intellectual and Industrial Property shall remain the exclusive property of TECNIC.

11.2. The Client shall not modify, remove or falsify any trade names, trademarks, serial numbers or other identification placed on the Products by TECNIC and/or on their packaging, instructions, plans or any other element used in the manufacture of the Products or on the various elements incorporated into said Products, as applicable. Trademarks and trade names used by TECNIC in relation to the Products shall be used by the Client only in reference to the Products and only in the manner that has been approved by TECNIC. No license is granted by these presents for the use of any trademark, service mark or trade name that is now or in the future the property of TECNIC.

The Client shall notify TECNIC of any infringement of TECNIC's patents, trademarks, trade names or other symbols or rights of Intellectual and Industrial Property that comes to its attention, and shall cooperate with TECNIC so that it can take such measures as are necessary or appropriate to put an end as soon as possible to such infringement of Intellectual and Industrial Property rights.

11.3. The Client undertakes not to harm the reputation of the Products and/or their related brands, nor TECNIC's brand(s) or its market reputation, whether by action or omission. The Client shall not use or cause or permit the use of the Products in any way that would confer upon any third party any Intellectual or Industrial Property rights over the Products or with respect thereto.

11.4. TECNIC shall be entitled to cancel any and all Orders in the event of a (suspected) infringement by the Client of Intellectual and Industrial Property rights.

12. WARRANTIES

12.1. TECNIC warrants to the Client all the Products for a period of twelve (12) months from the moment TECNIC notifies the Client that the Products are available for collection (the **"Warranty Period"**). In cases where TECNIC or its contractors perform the installation of the Products at the Client's facilities, the Warranty Period shall begin upon completion of such installation, provided that in no case shall such start be delayed more than two (2) months from the date of delivery of the Products. Notwithstanding the foregoing, for Consumables or Products with a shorter useful life, the Warranty Period shall end either (i) twelve (12) months from the date of delivery of such Consumables; or (ii) upon the expiration of their useful life (expiration date or retest date, depending on the Merchandise in question), whichever occurs first, provided that this limitation has been provided in the Contract.

12.2. Subject to the conditions set out in these GCS, TECNIC provides the Client with a limited warranty that the Products conform to the specifications set out in the User Manual at the time of delivery and that they will be free from defects in material and workmanship during the Warranty Period, and TECNIC will warrant the same provided that the claim has been notified in writing to TECNIC at the address **aftersales@tecnic.eu** immediately after the supposed warranty issue has been detected or when it should have been detected, and in any event within the Warranty Period mentioned above. Likewise, the Client must demonstrate that the failures or defects have arisen exclusively as a direct consequence of errors or the absence of due diligence on TECNIC's part. Parts replaced during the Warranty period shall be delivered EXW (Incoterms 2020).

12.3. The Warranty described herein consists solely and exclusively of the repair or replacement (at TECNIC's choice) within a reasonable period and, in any case, as provided in section 8 above, of Products that have been acknowledged as defective, whether due to material or manufacturing defects. The Client undertakes to accept replaced Products (even if they are similar because the

model is no longer manufactured) or repaired Products, and in no case shall TECNIC be liable to the Client for any loss or damage of any kind as a result of the initial supply or of delays in the delivery of substitute or repaired Products.

12.4. The Warranty does not include the replacement of parts due to wear from normal use of the Products, nor of parts manufactured by third parties. Third-party parts shall be subject to the original warranties granted by their respective manufacturers. The warranty also does not include any travel, subsistence or accommodation expenses of TECNIC's personnel for the inspection and, where applicable, repair of the Products.

The Warranty will also exclude used Products, used spare parts, damages suffered as a consequence of wear and natural use, improper maintenance (as long as it was not performed by TECNIC), failure to follow the operating instructions of the Product, excessive or improper use, and incorrect construction and/or assembly carried out by third parties, as well as any other external effects and causes beyond TECNIC's control or for which it is not responsible.

Finally, with respect to Software, TECNIC shall have no responsibility or obligation under the Warranty if the software or firmware is modified by anyone other than TECNIC or its designee. In addition, TECNIC will pass on any costs and expenses it incurs up to the moment such modification is discovered, as well as those corresponding to all subsequent correction work necessary to return the Software or firmware to its warranted condition.

12.5. Repair or replacement of a defective element shall not alter the start date of the Warranty Period for the Products supplied. Repaired or replaced Products shall have a warranty from their repair or replacement equal to the time remaining on the defective or replaced product's warranty period under these GCS.

12.6. This Warranty does not cover damage, defects or other issues resulting from:

- (i) When the Client or a third party modifies, in whole or in part, any element of the Product without TECNIC's written authorization.
- (ii) When the Client or a third party uses or installs on the equipment any spare parts not authorized in writing by TECNIC, or when the Client modifies the Products or any of their components, including, without limitation, the Software or the use of third-party software different from that provided by TECNIC under these GCS.
- (iii) When the working and/or maintenance conditions of the Product are not those established by TECNIC in the Product's User Manual.
- (iv) When the Client or a third party uses the Product for a purpose other than that specified in the Contract and/or in the User Manual.
- (v) When the Client or a third party does not adhere to the usage parameters and maintenance intervals reflected in the User Manual.
- (vi) Incorrect or negligent handling, abusive use, defective assembly, variation in the quality of the power supply (voltage, frequency, etc.), modifications introduced without TECNIC's prior written approval, installations carried out or subsequently modified without TECNIC's prior written authorization and, in general, any cause not attributable to TECNIC.
- (vii) Damage caused by third parties and/or events beyond TECNIC's control (for example, force majeure).

In such cases, TECNIC shall have no liability for any losses or damages suffered by any person, directly or indirectly, as a result thereof.

12.7. Once the Warranty Period regulated in this section has elapsed, any repair or replacement of Products shall be at the Client's expense.

12.8. For harmonization with the European contractual framework, the Warranty provided herein shall be interpreted in accordance with the principle of **reasonable remedy**.

13. REPRESENTATIONS AND LIMITATION OF LIABILITY OF TECNIC

13.1. TECNIC does not warrant that the Products will meet the purpose that the Client intends to assign to them.

13.2. TECNIC shall not be liable for any errors, failures or defects in the operation of the Products as long as these have been produced, developed, manufactured or processed in accordance with the indications, designs or plans provided by the Client and, generally, in accordance with the Client's Specifications.

13.3. TECNIC shall not be liable for any damages arising from the use of the Products it supplies, except when such damages are due to willful misconduct or gross negligence on the part of TECNIC and/or its employees. Likewise, if TECNIC is held liable for breach of a contractual obligation without willful misconduct or



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gross negligence, its liability shall be limited to the scope of the damages foreseeable at the time of entering into the Order according to TECNIC's knowledge of the circumstances.

13.4. In no event shall TECNIC be liable to the Client or third parties for any representation or any implied warranty, condition or other term or obligation, nor under the express terms of the Contract, for any loss or damage arising (whether loss of profit or otherwise), costs, expenses or other claims for consequential compensation of any kind, for indirect or consequential losses or damages arising out of or connected with the Contract, including personal injuries, damage to property other than the subject of these GCS, or loss of profit, and including any claim regarding Intellectual and Industrial Property rights that may arise.

Likewise, TECNIC shall not be liable to the Client and shall not indemnify the Client for claims or actions of third parties, nor for expenses, damages, losses, attorneys' fees, interest and/or other liabilities in connection therewith, including, but not limited to, loss of profit, costs of obtaining substitute goods, loss of goodwill, business, contracts, anticipated savings and/or loss of data or use of systems.

TECNIC shall not be liable to the Client for (i) loss of profits or income; (ii) loss or damage to data or information systems; (iii) loss of contracts or business opportunities; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) indirect, special or consequential losses or damages.

TECNIC shall not be liable to the Client nor be deemed to be in breach of the Contract for any delay in performance or failure to perform any of TECNIC's obligations under the Contract, if such delay or failure is due to an event of Force Majeure.

13.5. TECNIC's maximum liability to the Client, if any, shall be limited to the Price that the Client has paid to TECNIC for the Products giving rise to such claim, regardless of the legal basis of such liability.

13.6. Each Party expressly acknowledges its obligation to mitigate the damages that it may incur or suffer as a result of the other Party's performance and/or breach of the Order.

14. TERMINATION

14.1. The contractual relationship between the Parties under these GCS may be terminated upon the occurrence of any of the following causes, without prejudice to any others provided by applicable law or by these GCS:

- (i) By mutual agreement of the Parties.
- (ii) The serious or repeated breach of any contractual obligations assumed under these GCS by one of the Parties, unless the breaching Party, having been duly notified of the breach to the other Party, remedies the same within a period not exceeding fifteen (15) days, and also repairs the damage caused by the breach.

Notwithstanding the foregoing, the aggrieved Party may choose to demand full performance of the other Party's obligations.

Whether the aggrieved Party opts for termination or full performance, in both cases it may claim from the other Party compensation for the losses and damages caused by its breach, to the extent such compensation is appropriate under these GCS.

For the purpose of quantifying the damages and losses claimable by the Client from TECNIC, the amount to be paid by TECNIC shall not exceed the amount that has been effectively paid by the Client up to the date of termination.

In the event of termination for a cause attributable to the Client, the following consequences shall occur: (i) TECNIC shall not refund any of the amounts it has received as Price up to the time of termination, and shall retain them as compensation for the breach; (ii) any remaining unpaid installments of the Price shall become immediately due and payable; (iii) any right of the Client to Products that have not been fully paid for shall automatically extinguish, and TECNIC shall be entitled to immediately recover them; and (iv) TECNIC shall be entitled to suspend any Product delivery that remains pending to the Client, except where such Product is fully paid before delivery.

14.2. In the event of early termination for a cause not attributable to TECNIC, both Parties agree to adhere to principles of damage mitigation.

15. CONFIDENTIALITY

15.1. Both TECNIC and the Client are obligated to treat as strictly confidential and not to disclose all information, data and technical formulas of which they may become mutually aware in the execution of these GCS, as well as the terms and conditions agreed between the Parties (hereinafter, the "Confidential

Information"), each Party being, for purposes of this provision, also responsible for the conduct of its employees.

Consequently, both Parties undertake to treat the Confidential Information in its entirety as reserved and protected, to use it exclusively for the purpose and fulfillment of their commercial relationship, and not to disclose, reproduce, or make it available to third parties without the other Party's prior written consent. In particular, both Parties expressly undertake not to use, under any circumstances, the experience, know-how, knowledge, results, etc. that may be derived or acquired as a consequence of their access to the Confidential Information in projects and/or services provided to and/or developed for third parties.

15.2. In any case, an exception is made for those elements that constitute Confidential Information which, in that exact configuration or combination, were already, at the time of the signing of the GCS, in the public domain, or were already known by the Parties, published or became public domain subsequently, but not as a result of a breach of the confidentiality obligations assumed in these GCS.

15.3. The confidentiality obligation and the duties of secrecy and non-disclosure shall take effect from the date of signing the GCS, and shall cease to be in effect only when the Confidential Information becomes known to the general public in the industry or enters the public domain. If one or more elements constituting the Confidential Information become known or enter the public domain in that specific configuration or combination, the agreement shall continue to be effective with respect to the other elements that are not yet known or have not yet entered the public domain.

15.4. Any other use of the Confidential Information, unless previously authorized in writing by TECNIC and/or by the Client, shall be considered unauthorized and shall constitute a serious breach of the GCS. Likewise, it is agreed that the confidentiality obligations set forth in this section must survive even after the contractual relationship between TECNIC and the Client has ended.

16. DATA PROTECTION

16.1. Both TECNIC and the Client undertake to comply with all obligations applicable to them in the matter of personal data protection under **Regulation (EU) 2016/679** of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, "GDPR"), as well as **Organic Law 3/2018 of 5 December** on Personal Data Protection and guarantee of digital rights ("LOPD"), and any other legal or regulatory provisions that supplement or replace the foregoing in this area.

16.2. TECNIC will process the Client's personal data, in its capacity as Data Controller, for the purpose of providing the contracted services, as well as to send communications about offers or news that may be of interest. The lawful basis for processing the data is the performance of the contractual relationship.

16.3. It will be necessary for the Client to provide the data required by TECNIC since, otherwise, TECNIC will not be able to carry out the provision of the requested services or send the aforementioned informational communications.

16.4. Personal data may be communicated to financial entities for the collection of invoices, to auditing firms for the review of financial and accounting statements and, where appropriate, to insurance companies for underwriting the corresponding policy, and to Public Administrations in the cases provided by current regulations. In addition, the data may be stored with entities outside the European Union, in accordance with appropriate safeguards, under conditions of maximum security and confidentiality, more information about which can be obtained by contacting info@tecnic.eu.

16.5. Once the contractual relationship ends, the Client's data will be kept for the period provided by current regulations (especially in civil, tax, accounting and risk prevention matters).

16.6. The Client may request to exercise the rights of access, rectification, erasure, opposition, restriction and portability by sending an email to info@tecnic.eu. In the event that the Client does not obtain a satisfactory response or wishes to file a complaint or obtain more information regarding any of these rights, it may contact the Spanish Data Protection Agency.

17. EXPENSES AND TAXES

17.1. All expenses and taxes shall be borne by each party as established by the applicable regulations.



GENERAL TERMS AND CONDITIONS OF SALE**18. NULLITY AND INEFFECTIVENESS OF PROVISIONS**

18.1. If the competent Courts declare any provision of these GCS null and void, this shall not affect the rest of the provisions of these GCS, which shall remain in force. In such case, the Parties shall negotiate and endeavor to reach an agreement on the text of an alternative clause to replace the void provision, the intent and content of which shall be as similar as possible to the latter.

19. NOTICES

19.1. Except where a specific means of communication is provided in these General Conditions of Sale for certain matters, any other notice, request or communication that must be made between the parties shall be sent to the email addresses mutually designated for this purpose, provided receipt is acknowledged, or failing that, by burofax or certified letter with acknowledgment of receipt to the addresses that each party indicates or, failing that, to their respective registered offices.

19.2. The Parties may expressly agree in writing in the remaining documents forming part of the Contract, as an additional valid means for making technical or contractual communications, to use secure and verifiable electronic systems, provided that in such case they allow reliable proof of their dispatch and receipt.

20. JURISDICTION AND APPLICABLE LAW

20.1. This Contract shall be governed by the stipulations contained herein and, on matters not provided, shall be subject to the legislation in force in Catalonia (Spain), the Commercial Code, special laws, and commercial usages and customs and, failing that, to the provisions of the Civil Code.

20.2. Any dispute, controversy, discrepancy, question or claim that may arise between the Parties regarding the existence, validity, performance, interpretation, termination or extinction of this Contract or any of its effects, whether directly or indirectly related to it, shall be submitted by the Parties expressly to the jurisdiction and competence of the Courts and Tribunals of Girona (Spain), city, and its superior courts.

