

1. DEFINITIONS

1.1. In these General Conditions of Sale (hereinafter GCS), the following terms shall have the interpretations given below:

- "Seller": means JASO EQUIPOS DE OBRAS Y CONSTRUCCIONES, S.L..
- "Buyer": means any natural person or legal entity with whom or who the Seller contracts with or sells the "Products" to.
- "Party" and/or "Parties": means either the Seller or the Buyer individual and indistinctly and both the Seller and the Buyer collectively.
- "Product(s)": means products, or part thereof, the subject matter of the "Agreement", as described in these GCS terms and conditions and, in the event, of the purchase order confirmation made by the Seller.
- "Agreement": means the agreement between the Seller and the Buyer arising on written acceptance regarding the Products.
- "Purchase Order": the order or orders of Product placed by the Buyer to the Seller.
- "Delivery": means an improvement of the supply and availability of the products in Ex-Works Seller (Incoterms 2020) conditions.

2. GENERALITIES

- 2.1. Unless otherwise specified, all sales of the Products and any other associated services made by the Seller are subject to these GCS. Other conditions or agreements specified not expressly incorporated herein shall have no value or legal effect unless they have been expressly accepted in writing by the Seller in the order or the particular conditions agreed between the Parties.
- 2.2. The subscription of any order, agreement, contract etc. shall entail the waiver by the Buyer of its own general conditions of sale and/or any other stipulation and acceptance of these GCS.
- 2.3. All orders must be made in writing and shall be subject to the Seller's express consent.
- 2.4. It shall be regarded that the Buyer has been notified of these GCS from the moment that it receives a quotation from the Seller, together with these GCS. Alternatively, they shall be regarded as having been notified, if the Buyer has received them beforehand in the course of their commercial relationship with the Seller, those being regarded in relation thereto case as accepted by the Buyer for the purposes of processing its order.
- 2.5. In the event that the competent Courts declare any provision of these GCS null and void, the provision shall be severed from these GCS thereby without affecting the validity of the remaining provisions which shall continue in full force and effect. In this case, the Parties shall negotiate and attempt to reach an agreement concerning the text of an alternative paragraph to replace the repealed provision and whose purpose and content is as similar as possible to the latter.

3. DELIVERY, TRANSFER OF PROPERTY AND RISKS

DELIVERY

- 3.1. Unless otherwise specified in the Agreement, the delivery conditions shall be EX-WORKS at Seller's premises (Incoterms 2020).
- 3.2. The Seller shall notify the Buyer of the consignment of the Products within the delivery deadline. The Buyer shall notify within the ten (10) days following the notification, both the name of the carrier as well as the consignment conditions. If the Buyer fails to comply with the agreement provisions, the risk shall pass

to the latter from the date of the Products being ready for consignment, and (l) the Seller shall be authorized to store the Products at the expense and risk of the Buyer charging the Buyer storage costs at a minimum of 0.5% of the invoice amount for each week or fraction thereof, (ll) the price of the Products shall be considered immediately due and payable. After a period of one (1) month having lapsed after the date in which the price became due, the Seller may transfer in a reasonable manner the Products without having to communicate same to the Buyer in order to recover the costs and losses that may have been incurred, without prejudice to the obligation of payment that the Buyer has incurred.

- 3.3. Any period quoted by the Seller for delivery of the Products shall be deemed an estimate only and non-binding as the Seller shall make every reasonable endeavor to meet such delivery date, however, it shall not be liable for the consequences of any delay, including any direct, indirect or consequential loss, cost, damage, charges or expense.
- 3.4. Unless it is attributable to the Seller due to gross negligence or willful misconduct, the expiration of the delivery deadline does not entitle the Buyer to claim damages or any compensation, to refuse the supply of the Products, or to suspend the compliance of any obligation, especially that of payment, or in fact, instigate its cancellation.
- 3.5. The delivery deadline shall commence to run from the approval date of the transaction by the Seller and the Buyer's compliance of all its obligations. The delivery deadlines shall be understood as extended, provided that they meet with causes that paralyze or hinder the works, and/or circumstances attributable to the Buyer and/or third parties, including but not limited to, delay in the date of payment or breach of other obligations, in which case the delivery deadline shall be understood to be extended by the same term that the delay.
- 3.6. The Seller will endeavor to comply with reasonable requests by the Buyer regarding postponement of delivery of the Products but, in no case shall be obliged to do so.

TITLE AND OWNERSHIP

- 3.7. The Seller expressly retains property in and title to Products and shall continue to do so until payment therefore has been received by the Seller in full.
- 3.8. Until ownership of the Products has been passed to the Buyer, the later shall:
 - a) If the Buyer has instigated a bankruptcy proceeding, a receivership order or any type of insolvency proceeding, (temporary receivership, bankruptcy or similar) he shall refrain from including the cited Products in his assets, and shall immediately notify the Seller of such circumstances.
 - b) The Buyer is under the obligation to proclaim the existence of the retention of title where appropriate in any circumstances.
 - c) The Buyer shall be obliged to retain in its possession the Products with due care and diligence and shall insure the goods against any possible risk.
 - d) The Buyer shall refrain from carrying out any act of disposal, assignment or lien, of any title, in respect of the Products, while any sum of the supply amount is pending of payment.
- 3.9. The Buyer's right to possession of the Products shall immediately terminate if

- a) The Buyer has a bankruptcy or a receivership order or any insolvency proceeding,
- b) The Buyer encumbers or in any way charges the Products

4. PRICE

- 4.1. All prices are net prices in EURO`s, excluding any type of tax, VAT, duty or levy, which will be subsequently passed on in the invoice with the corresponding rates. Unless otherwise specified in writing between the Buyer and the Seller, the supply prices do not include packing costs, transportation, including loading and unloading, insurance, customs which will be borne by and at the risk of the Buyer and such additional expense shall be added to the sales price accordingly.
- 4.2. As a general rule, in the event that there are quotations prior to an order, the prices are valid for one (1) month, and during this period they shall be regarded as fixed payment terms and conditions as specified in the corresponding quotation.
- 4.3. If the costs or materials used by the Seller for the manufacture of the Products were modified after the date of the Seller's quotation to the Buyer, the Seller may pass on to the Buyer such increases with prior notification of the same. In such case, the Buyer, within seven (7) days following receipt of said notification, may cancel the Purchase Order, without any liability whatsoever of any of the Parties against the counterpart. In the event that the Buyer does not refuse the increase in the price in the abovementioned period, that is, seven (7) days, for all purposes the new price shall be regarded as accepted between the Parties.

5. TERMS AND CONDITIONS OF PAYMENT

- 5.1. Unless otherwise specified in writing, payment of all placed orders shall be made up-front or by means of an irrevocable and confirmed letter of credit at the discretion and satisfaction of the Seller, unless the Parties reach a different agreement in the specific order or the particular conditions applicable.
- 5.2. All invoices issued by the Seller shall be regarded as approved and accepted unless the Buyer shows its dissatisfaction in writing to the Seller, within seven (7) days following receipt of same.
- 5.3. All invoices issued by the Seller shall be paid within thirty (30) days after the invoice date.
- 5.4. In case of partial deliveries, the Seller shall be authorized to invoice and require payment for each partial payment, as well as to issue partial invoices and the Buyer shall be obliged to pay said invoices in accordance with these GCS.
- 5.5. The payment date shall be the day on which the Seller in fact receives payment.
- 5.6. The period in respect of payment shall be an essential term of the Agreement, accordingly should the Buyer fail to comply with its payment obligations, such as failure to make payment on the due date or in its entirety, the Seller shall be entitled to suspend any commitment or obligation in respect of the Agreement until the Buyer honors its obligations, or even to set aside the Agreement, without prejudice to the Seller's right of recovery for damages occasioned by the late performance or even the non-execution of the Agreement. In particular, in case of non-payment, warranty foreseen in clause 8 shall not be applicable until full payment is made. In such cases, warranty period shall begin, with retroactive effect, from the date of delivery.
- 5.7. No dispute arising from the Agreement nor delays beyond the reasonable control of the Seller shall interfere with prompt payment in full by the Buyer.
- 5.8. All payments payable to Seller under the Agreement shall become due immediately on its termination date, whichever the termination cause may be.

6. RESOLUTION

- 6.1. If the Buyer commits a breach of any of its obligations or there is a reasonable doubt as to whether these obligations will be performed, the Seller shall be authorized to set aside and rescind the Agreement, no compensation or indemnization will accrue in favor of the Buyer in such cases. It shall also be authorized to recover possession of the Products, but this provision shall not prevent the Seller from taking action to enforce any other rights hereunder, in particular the right to recover all damages occasioned, including all legal and/or extrajudicial costs and the payment of all other amounts outstanding or those pending that shall be considered as due and payable in relation thereto.
- 6.2. The Buyer does not have the right to terminate the Agreement until full payment to the Seller is made of all the sums outstanding in full up to that moment even those which are not yet due for payment, as well as any other damages that the Seller may sustain.
- 6.3. Notwithstanding the previous, in case the Buyer decides to early terminate the Agreement for any reason, the Buyer undertakes to pay the price of the Products according to the manufacturing stage they are in on the date of termination. The payable amount will be calculated taking into consideration the Products manufacturing percentage. Moreover, the Buyer shall also assume all additional costs and expenses incurred by the Seller up to termination date in relation to the Agreement, Purchase Orders and the Products which cannot be allocated to other projects or products by the Seller and which have not been included in the Products payable price according to the previously foreseen provision.

7. APPARENT DEFECTS

- 7.1. The Buyer shall notify the Seller within 72 hours after delivery following discovery of the apparent defects.
- 7.2. Apparent defects or flaws are understood to mean those relating to the shortage in the number of parts of the Products or defects in the quality or state of the Product which can be appreciated through a visual inspection or a minimum control upon receipt of the Products by the Buyer.
- 7.3. Should no claim with respect to defects be made within the abovementioned period it shall be deemed that the Products have been received in perfect condition and state and to the Buyer's satisfaction.

8. WARRANTIES

- 8.1. JASO EQUIPOS DE OBRAS y CONSTRUCCIONES SL, hereinafter JASO, warrants from the first acquisition the replacement of defective material as long as (i) the conditions of use are normal and adequate, and (ii) the installation of the machine has been carried out in accordance with current regulations, by duly qualified and authorized personnel, following the instructions indicated in the manufacturer's manual and always with original JASO parts and spare parts.
- 8.2. Application are distinguished:
The scope of the warranty covers the structural part of the machine, mechanisms, electrical part and other elements of the machine, excluding wearing parts and consumables, which is warranted for a period of **12 months**, from the date of delivery and provided that the claim has been notified in writing to JASO at within 48 hours after having been detected or when they should have been detected.

WARRANTY EXTENSION

This warranty only applies to parts that are initially factory shipped on our machines or have been manufactured by JASO and added later by qualified and authorized personnel.

The expressed warranty consists solely and exclusively of the repair or replacement (at JASO's choice) within a reasonable time, of the products that have been recognized as defective, either due to material or manufacturing defects. The Buyer agrees to accept the replaced or repaired products, and in no event will JASO be liable to the Buyer for any kind of loss or damage of any kind as a result of the initial supply or delays in the delivery of the replaced or repaired products.

In no case will JASO be liable to the Buyer or any third parties for losses or damages, indirect or consequential stemming from or connected to the purchase of the machine and/or products, or the supply of products, indicating in an illustrative but not limiting way, the loss of production, lost profits, downtime costs, breakdowns in the machines, parts thereof or other machines or parts thereof different to the machine and/or products supplied by JASO, the Buyer or third parties, accidents at work or suffered by third parties, accidents and incidents against the Environment. Any commitments and obligations of the Buyer arising from the existing warranties between the Buyer and his customers that outnumber those indicated herein and which have not been accepted by JASO in an expressly written manner, shall be solely borne by the Buyer.

The repair or replacement of a defective product shall not change the commencement date of the warranty period of the machine and/or products supplied. The repaired or replaced products shall have a warranty from their repair or replacement equal to the period that is deducted from the defective or replaced product until the deadlines stipulated in the General Conditions of Sale.

The total liability of JASO derived from the supply for any concept of any kind, is limited to the value of the supplied product or replacement that originated the claim.

This warranty is not transferable and only applies to the first buyer.

WARRANTY EXCLUSIONS

This warranty does not cover damages, malfunctioning etc., which are the consequence of:

- Repair and replacement of parts due to normal wear and tear.
- Repairs, modifications or alterations in the products made by non-authorized personnel.
- Improper use, replacement, repair, modification, conservation or alteration, or lack of maintenance in accordance with the maintenance instructions outlined by JASO.
- The lack of greasing, use, or cleaning with the recommended products and with the frequency indicated by JASO in its manufacturer's manual. Therefore, JASO will provide the Buyer with the necessary information and documentation, including the manufacturer's manual, for the execution of tasks.
- Erroneous or negligent handling, abusive use, faulty assemblies, variation in the quality of the electrical supply, (voltage, frequency).
- Modifications made without written approval from JASO, installations carried out or subsequently modified without following the technical instructions for the product and, in general, any cause that is not attributable to JASO.
- The use of non-original JASO products and/or spare parts.
- Force Majeure.

WARRANTY APPLICATION CONDITIONS

For this warranty to be valid, the Buyer must accept that:

- Whenever the material is immobilized for more than 3 months, when it is put into service or on-site, it must be verified, by qualified and authorized personnel, to be working correctly.
- All consumable parts, wear parts, etc., must be replaced by original JASO parts or with parts that have been supplied by this company. Otherwise, this part and its corresponding assembly is automatically excluded from this warranty.
- In any case, the warranty will apply, as long as the Buyer has strictly complied with the conditions of payment of the purchase price and the provided maintenance and conservation conditions.

TERMINATION OF WARRANTY

The warranty will no longer be valid in the event that:

- The Buyer does not comply with the warranty application conditions or is outside the warranty period.
- The assembly or commissioning have been carried out by unqualified and unauthorized personnel.
- The machine is operated by unauthorized personnel.
- Some part of the machine has been modified, replaced or repaired by unauthorized personnel or without the written consent of JASO.
- The accrediting signs of the JASO brand and/or the identification plates of the machine are removed or changed.
- There is a lack, poor maintenance, or inadequate use of the machine.
- There is a breach in the use of the technical prescriptions established by JASO (technical sheets, manufacturer's manuals).
- The technical and periodic reviews have not been carried out as indicated in the manufacturer's manual and as established by current legal regulations.

ACTION PROCEDURE

The action procedure to follow is as follows:

- The Buyer must inform the JASO After-Sales Department, in writing, of the warranty request, within the following 48 hours after being detected, indicating:
 - o Machine number
 - o Date of the claim
 - o Affected material (Code + designation)
 - o Detailed description of the malfunctioning.

In addition, the Buyer will attach, if required, the evidence of having carried out the maintenance defined in the manufacturer's manual.

JASO will carry out the repair or replacement, at its choice, of products that have been recognized as defective. In case of repair, JASO will establish the procedure with prior approval and validation of the costs derived from said repair. Repair shall be carried out by qualified and authorized personnel.

In case of replacement, JASO will make the replacement available to the Buyer (at JASOs facilities). JASO shall not be liable to the Buyer for the shipping, labor, supporting resources, etc.

The replaced defective product shall be JASOs property. If necessary, it will require the delivery of the defective product to proceed with its diagnosis, using the means of transport that JASO deems appropriate.

9. LIABILITIES

- 9.1. The Seller shall in no circumstance be liable for the indirect or consequential damages arising from the supply of its Products, by way of illustration but limited to, the loss of production, loss of profits, production halt costs, breakdowns in the Products or in other parts or equipment other than that of the Products, of the Buyer or other third parties, work-related accidents or harm sustained by third persons, accidents and incidents concerning the Environment etc.
- 9.2. The total liability of the Seller arising from the provision of any concept of any kind is limited to the value of the Product that gave rise to the claim.
- 9.3. It shall be Buyer's responsibility to ascertain and comply with the requirements establish by the local authorities regarding installation, functioning, maintenance, etc. of the Product and the premises where it is located, as well as to the proper guarding of the same. Safety devices and guards supplied by the Seller will not necessarily meet the requirements of the Buyer's local conditions, legislations or regulations, therefore, no warranty or representation is given or made that they comply with any statutory or other requirements and no liability is accepted by the Seller in respect thereof. In this regard, it is Buyer's responsibility to furnish the appropriate guards and to use the Products in a safe manner in compliance with the instructions of use, applicable health and safety regulations and general standards of reasonable care.

10. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 10.1. The intellectual and/or industrial property of the Seller's trademark, the offer, the information attached to the same, the Products, and/or the supplies, as well as the items, plans, "software" etc., incorporated or related to the same, belong to the Seller: Thus the Buyer shall have no rights to use the same for purposes other than the completion of the Purchase Order, including the total or partial copy or assignment of use in favor of third parties, without the prior express consent of the Seller.
- 10.2. All intellectual or industrial property rights arising and/or relating to data and/or documents provided or prepared by the Seller, shall continue in the possession of the latter, unless otherwise agreed to, not granting the Buyer any right or license with respect to the transmitted information or material.
- 10.3. The Buyer shall not without the Seller's prior written consent allow any trademarks or commercial names to be applied to the Products to be modified, altered, obscured or omitted.
- 10.4. They Buyer shall not practice, directly or indirectly, reverse engineering nor allow or cause a third party to do so to any Product, in whole or in part, without Seller's prior written consent. The Buyer shall take out all appropriate measures to ensure none of its employers, personnel, contractors, etc. attempt to carry out reverse engineering and shall be jointly and severally liable for their actions.
- 10.5. The Buyer shall be liable and indemnify the Seller for any loss or damage suffered by the latter due to a non-compliance of any of the abovementioned provision.

11. DRAWINGS AND DESIGNS OF THE BUYER

- 11.1. The Seller shall not be liable for any breach in the performance or defective execution of the Products if it is a result of errors, incompetence or other inaccuracies in the data and/or information, in its broadest sense, supplied by, or on behalf of the Buyer.
- 11.2. The Seller's inspection of such data / information shall not limit, in any way, Buyer's liability, unless the Seller specifically accepts in writing said liability or limitation thereof.
- 11.3. The Buyer shall compensate the Seller for all costs, damages of

any class that are generated as a result of the manufacture of the Product in accordance with the technical features and information provided by the Buyer, or resulting from the infringement of the patent, industrial and intellectual property trademarks or models.

12. TECHNICAL INFORMATION

- 12.1. The scope of the supply and the features of the Products shall be defined in the Purchase Order confirmation.
- 12.2. The weights, dimensions, capacities, technical specifications, characteristics and settings relating to the Products of the Seller included in catalogues, brochures, prospectuses and technical literature, are guidance only and are non-binding, except when they have been expressly accepted by the Seller.

13. AUTHORIZED USES

- 13.1. The Buyer shall be solely responsible and shall keep the Seller indemnified against all liabilities incurred by the Seller in relation to the use of the Products other than in strict accordance with the Seller's instructions or for the purpose with which the Products were supplied.
- 13.2. The Buyer expressly states:
 - that it will comply with the legal requirements, legislation or regulations by any governmental department relating to the Products and the applications that the Products will be subjected to,
 - that while the Products are in its possession or under its control, the Buyer shall comply with such requirements,
 - that shall ensure that any other buyer of the Products shall also comply with these requirements,
 - that the Buyer shall indemnify the Seller for any liability arising from or as a result of the breach of such requirements.

14. ASSIGNMENT OR SUBCONTRACT

- 14.1. The Seller shall be authorized to subcontract to third parties the total or partial performance of the Products. All or part of its rights and obligations may also be assigned including even the appointment of any third party as a substitute in compliance of the Seller's obligations.
- 14.2. The Buyer shall not assign the agreement or its rights or obligations arising therefrom to any third parties without the Seller's written consent.

15. INSOLVENCY

- 15.1. If the Buyer becomes subject to any form bankruptcy, in temporary receivership, insolvency proceedings, administration receivership or similar; winding-up, liquidation or transfer, of all or part of its assets, the Seller may instigate the setting aside and rescission of the Agreements by means of a written notification, without prejudice to its other rights hereunder such as recovery of the Products and/or the resulting damages and the Buyer shall pay the Seller all the amounts owed or those outstanding that shall be considered as due and payable in relation thereto.

16. FORCE MAJEURE

- 16.1. The Seller shall not be liable in respect of defective or non-performance of any agreement due to force majeure in its broadest sense.

- 16.2. Force Majeure shall be understood as any circumstance beyond the Seller's control that hinders, temporarily or permanently, the execution of any or all of the Seller's obligations to the Buyer, regardless of whether these circumstances were or were not foreseen at the time of the completion of the order, agreement, contract etc., including but not limited to: governmental actions, dismissal, revocation or cancellation of licenses, business closures, forced closure of all or part of the company, war, whether declared or not, fire, transportation problems, accidents, labor riots, shortage of labor, embargoes, temporary or permanent non-delivery of samples, non-rendering of services by third parties without regard as to their cause, defects and/or breakdowns in The Buyer stands guarantee to the Seller: material, machinery, systems and/or software and hardware, absence or lack of material with which to manufacture the Products.
- 16.3. If the Seller is prevented from delivering the Products as a result of an alleged case of Force Majeure, the Seller may, at its free will, either extend the period for delivery during the Force Majeure period or to rescind the Agreement, as well as demand payment for the partial delivery made, without being obliged to pay any damages or compensation to the Buyer.

17. DATA PROTECTION

- 17.1. The terms defined in article 4 of the Regulation (EU) 2016/679 of 27 April 2016 (GDPR), shall apply to this document.
- 17.2. Either Party may be required to process any personal data of the other Party's representatives, personnel or advisors provided hereunder, regarding the Agreement or which might be provided at a later stage for the sole purpose of carrying out, maintaining, enforcing and monitoring the Purchase Order and/or the Agreement and for the prevention of money laundering and terrorism financing or for the purpose of the Seller complying with its diligence standards.
- 17.3. Neither Party shall transfer or make accessible to third parties the collected data, unless legal obligation. In particular, no international transfer of personal data will be made without prior written consent.
- 17.4. Both Parties undertake to process and safeguard personal data in accordance with the applicable law. The Parties may store the data for as long as the Purchase Order and/or the Agreement remain in force and, once terminated, for the legally established term.
- 17.5. Both Parties undertake to adopt the necessary technical and organizational measures to prevent the loss, misuse, alteration, unauthorized access and theft of the personal data. The Parties shall also notify one another, as soon as possible, when they are made aware of a personal data breach.
- 17.6. Both Parties, their representatives, personnel or advisors whose personal data is processed by the other Party may exercise their rights to access, rectification, opposition, suppression, portability and limitation of processing by means of written communication. The Seller's address and e-mail for notification purposes are: jaso@jaso.com . These communications must include, among other matters, the name and surname of the interested party, the request, the purpose of the notification, date, signature of the interested party and a copy of their identification card.
- 17.7. If the Parties consider that their data is not treated correctly, they may also address their claims to the competent authority in Spain, Spanish Data Protection Agency (Agencia Española de Protección de Datos www.aepd.es).

18. ANTI CORRUPTION MECHANISMS

- 18.1. The Buyer and/or its managers, employees, personnel, contractors, etc. shall not, throughout the whole term of the Agreement and thereafter, offer, promise, give, authorize, solicit or accept any undue pecuniary reward, compensation or other advantage of any kind in any way connected with the Agreement and/or Purchase Order.
- 18.2. The Buyer and/or its managers, employees, personnel, contractors, etc. shall not, throughout the whole term of the Agreement and thereafter, obtain any kind of reward, compensation or other advantage of any kind for doing or refraining from doing any act in relation to the Agreement and/or Purchase Order.
- 18.3. The Buyer shall take all reasonable measures to prevent any other third parties, subject to its control or determining influence, from doing any of the abovementioned actions.
- 18.4. In the event of non-fulfilment of the previous or in case the Buyer, its managers, employees, personnel, contractors or any third parties, subject to its control or determining influence, commits any offence under local laws concerning corruption in any way related to the Agreement and/or Purchase Order, The Buyer shall keep the Seller harmless for any damage or loss suffered, including, but not limited to, reputational loss and/or loss of profits.
- 18.5. Moreover, in such cases, the Seller will be entitled to terminate the Agreement and/or Purchase Order pursuant to clause 6.

19. LEGISLATION AND JURISDICTION

- 19.1. All agreements shall be covered by these GCS. The Parties hereby submit to the exclusive jurisdiction of the Courts and Tribunals of San Sebastián, Spain, for the determination of any dispute or question arising between the Parties, but this provision shall not prevent the Seller from taking action to enforce its rights hereunder in any other competent jurisdiction.
- 19.2. Spanish legislation shall be applicable.