



GENERAL TERMS AND CONDITIONS OF SALE

1. General Provisions.

1.1. These General Terms and Conditions of Sale (hereinafter referred to as "T&Cs") shall apply and govern all current and future sales and supplies made by **ELECTRO CRISOL METAL, S.A.** (hereinafter referred to as the "Seller") to the "Purchaser". The confirmation of any verbal or written Order shall constitute Purchaser's acceptance of these T&Cs.

1.2. The T&Cs herein shall prevail, in any case, over any general conditions as well as any provisions contained in any document issued by the Purchaser, being its General Conditions of Purchase expressly excluded. The acceptance or execution of any order does not imply, in any case, the acceptance by the Seller of the Purchaser's General Conditions of Purchase.

1.3. Any amendment or addition to these T&Cs, as well as any provision of the Purchaser contradicting or modifying them, only shall be valid and effective if expressly accepted in writing by the Seller. No course of prior dealing or usage of the trade will be used to modify, supplement, or explain any term herein.

2. Offers, Acceptance of Orders.

2.1. The offers made by the Seller are valid for a period of sixty (60) days from the date on which it was made, unless specifically stated otherwise in the offer.

2.2. Any information about weights or measurements or similar matters in documentation (e.g. technical specifications) to which the Seller refers in its offer (e.g. images, drawings in catalogues, leaflets, brochures or specialist literature) is provided purely for informational purposes and is not binding unless it is specifically described as such.

2.3. Orders will always be placed in writing, directly with the Seller or through its representatives.

2.4. The acceptance of orders by the Seller will take place either by sending the Purchaser a written order confirmation or by delivering the goods ordered to the Purchaser. Silence on the part of the Seller under no circumstances constitute acceptance.

3. Scope of Supply.

3.1. The scope of supply must be expressly described by the Purchaser in its order. The Seller's written order confirmation or

execution of the order by the Seller will determine the agreed scope of supply.

3.2. Due to the nature of the Seller's manufacturing process, supplies to Purchasers may vary in quantity, subject to a +/- 10% tolerance. Purchaser is obliged to accept the additional quantity and to pay for it.

3.3. In the event of total or partial cancellation of an order by the Purchaser, the Seller shall be entitled to require the reimbursement of all costs incurred up to that time, as well as the compensation for any other damages it may have suffered as a result of such cancellation.

3.4. The cases detailed below fully release the Seller from any obligation relating to delivery deadlines, as well as from any other obligations within the scope of supply: a) failure of the Purchaser to comply with payment obligations; b) failure of the Purchaser to provide information on time; c) force majeure causes set forth in clause 17 of these T&Cs.

4. Prices.

4.1. The prices stated on the Order, or any other particular agreement expressly arranged by the Parties, are EXWORKS Incoterms 2020 of the International Chamber of Commerce, unless otherwise agreed.

4.2. Unless otherwise agreed, the offered prices deliveries do not include V.A.T.

4.3. When the Seller accepts a Order, prices become fixed. Prices adjustments will be negotiated in case:

a) the Parties expressly agreed to do that; or

b) the scope of supply is changed at the Purchaser's request after the acceptance of the Order.

4.4. Prices and conditions of sale may be changed if the cost of the Seller's products changes. Likewise, the Seller will have the right to modify the prices initially agreed, in case the Purchaser does not comply with the previously agreed consumption schedule.

5. Invoicing and Terms of Payment.

5.1. Orders will be invoiced at the delivery date, unless otherwise agreed by the Parties.



5.2. Unless other terms of payment are specified by the Seller, payment shall be made by the Purchaser within 30 days after invoice date. Otherwise, the Seller may stop work and withhold the future shipments until all due amounts and interests, if any, are paid.

5.3. Unless otherwise agreed, payment shall be made directly to the Seller by bank transfer to the account number indicated by the Seller in each case. The payment must be made in the currency in which the goods were quoted.

5.4. In the event that insolvency proceedings are instituted against the Purchaser, all amounts owing to the Seller will become immediately due and payable.

5.5. The Seller may re-evaluate the Purchaser's credit standing at any time. If the Seller reasonably determines in its sole discretion that Purchaser fails to qualify for the above payment terms at any time, then the Seller may without notice to Purchaser, modify or withdraw credit terms, including but not limited to requiring advance payment, guarantees or other securities.

6. Samples.

6.1. Samples will be submitted to the Purchaser for approval or remarks prior to delivery of serial components.

6.2. Should the Purchaser request the series of components to be delivered without prior approval of the corresponding samples, the Seller will not assume any responsibility for claims and rejections in such series for any reason whatsoever.

7. Packaging

7.1. The price of goods includes the standard packaging system of Ecrimesa. If otherwise agreed, the Seller reserves title to the reusable packaging and the Purchaser shall be obliged to take appropriate measures to protect the Seller's title to the reusable packaging, as well as return it, as its own risk and expense, to the Seller.

7.2. In the event that the packaging is provided by the Purchaser, the latter shall be obliged to deliver it and keep it in perfect condition, at its expense, being responsible for any damage or harm that the goods may suffer as a result of failure to comply with this obligation.

8. Transfer of title and risk.

8.1. The goods which have been sold remain the property of the Seller until full payment of the sale price has been received. If the Purchaser fails to fully meet its payment obligation, it thereby

acknowledges the right of the Seller to require immediate return of the concerned goods and to arrange for the refund of any instalment payment already received.

8.2. The Seller reserves the right to enter the Purchaser's premises to withdraw its goods if payment is not made in accordance with the agreed terms.

8.3. In any case, the transfer of risk shall occur at the time of delivery of the goods or when they are made available to the Purchaser, according to the agreed Incoterm.

9. Delivery.

9.1. Delivery will be made "EXWORKS" (Incoterms 2020) unless the Parties have agreed otherwise in writing.

9.2. The Seller will plan delivery according with its standard delivery deadline, unless otherwise agreed. Any dates agreed for delivery are subject to the condition that the Seller's own suppliers have delivered the goods on time to the Seller, that all technical questions have been resolved, and that delivery is not prevented by force majeure.

9.3. The period agreed for delivery commences on the date the Order confirmation is received. The delivery date shall be considered fulfilled when the goods have been made available to the Purchaser at the Seller's premises and the Seller has notified this circumstance to the Purchaser.

9.4. If delivery is not possible for one or more of the causes in (a) - (f) below, the deadline will be extended for the length of the period during which delivery was prevented, plus a reasonable amount of start-up time thereafter.

a. The Purchaser has not provided the documents needed for performing the order.

b. The Purchaser wishes to make changes to its Order which are accepted by the Seller and which make it necessary to extend the deadline for delivery.

c. The Purchaser or its subcontractors have failed to provide the Seller with the necessary information or assistance which it needs to properly fulfil the Order.

d. The Purchaser has not complied with its contractual obligations according to the Order, in particular it has not fulfilled its payment obligations.

e. Force majeure events as provided in clause 17.

f. The Purchaser has unilaterally stopped completion of the Order.



9.5. If the Purchaser causes a delay in the delivery, the Seller will store the goods in its warehouse; storage will be at the Purchaser's risk and expense.

9.6. The Seller is entitled to deliver the goods in whole, or in instalments, provided that the Purchaser can reasonably be expected to accept this.

10. Inspection and the Duty to Report Defects.

10.1. The time for determining whether the goods are in conformity with the agreed specifications is the date that they are handed over to the Purchaser, which shall inspect them for this purpose.

10.2. In the event that, as a result of the inspection, apparent defects are found in the goods, the Purchaser must immediately notify the Seller in writing and, in any case, within a maximum of 5 working days from delivery. If the Purchaser fails to notify the Seller any apparent defect within the abovementioned term, as well as if the Purchaser or its representative accepts the goods unconditionally, the goods will be deemed free from defects and the Purchaser will not be entitled to any warranty right with regard to the external condition of the goods. The same applies if the Purchaser does not allow the Seller an opportunity to properly examine the alleged defects.

10.3. On discovery of other defects which could not be detected even through careful examination of the goods, the Purchaser must immediately notify the Seller in writing of such defects as soon as it becomes aware of their existence, and in any case within a maximum of 5 working days from their discovery. If the Purchaser does not notify the Seller the hidden defects within the specified period, and in any case within the warranty period set out in clause 11.2, the goods will be deemed free from defects and the Purchaser will not be entitled to any warranty right. The same applies if the Purchaser does not allow the Seller an opportunity to properly examine the alleged defects.

10.4. The Purchaser cannot reject the entire delivery if only a part of the goods delivered are defective.

10.5. If the Purchaser's claim that the goods are defective is unjustified, it will be obliged to compensate the Seller for any costs incurred by the Seller for examining defects, replacement deliveries or repairs.

10.6. The notification of a claim shall not entitle the Purchaser to suspend the payment of the invoice for the concerned goods or any other outstanding invoice.

11. Warranty.

11.1. The Seller guarantees the delivery of the goods under the accepted specifications.

11.2. Unless otherwise agreed, the warranty period in case any defect is discovered in goods according to Clause 10 above, will be one year from the delivery of the goods. This period will not begin again where the Seller repairs or replaces the goods pursuant to the following paragraph.

11.3. In the event that the Purchaser has duly notified a defect under the terms set forth in these T&Cs, the defective goods, if samples have been approved, will be replaced or reimbursed, depending on each case and at the Seller's choice, provided that, once submitted the claim within the time limits established in clauses 10 and 11.2, the Purchaser has returned the goods, at its own expense, with the prior acceptance of the Seller, to the Seller's premises within 30 days in the same condition as received, and they have been expressly recognised as defective by the Seller.

11.4. Seller's warranty, subject to the provisions in this Clause, in no case shall cover damages resulting from normal wear and tear, use of the goods, improper maintenance or care, storage, or faulty or negligent use. It will be neither extended to goods on which the Purchaser has carried out any repair or intervention, unless the Seller has previously authorised it in writing.

12. Limitation of Liability.

12.1. The Seller's liability for contractual and non-contractual claims and culpa in contrahendo is limited to cases of intentional wrongdoing, gross negligence and fraud in accordance with the law. It otherwise excludes all liability. This shall be without prejudice to the mandatory liability that may correspond to the Seller pursuant to the existing legislation.

12.2. The liability of the Seller, its agents, employees, subcontractors and suppliers for claims arising from the defective performance or non-fulfilment of its contractual obligations will not exceed the basic contract price as a whole and will not include in any case damages arising from loss of profit, extraordinary transport costs, assembly and disassembly costs, administrative expenses, handling costs, claims by Purchaser's customers, increase of operating costs, or any other kind of indirect or consequential damages.

12.3. In any case, if the Purchaser provides the drawings, instructions, specifications and/or samples for the goods, it must assume responsibility for ensuring that they are technically correct, free from defects and suitable for use, without the Seller bearing any responsibility for any defect that may arise as a consequence of such data. The Purchaser also undertakes the risk that the goods are not suitable for their intended use. Therefore, in these cases, the



recommendations that the Seller may eventually provide in this matter will be of a merely indicative nature.

12.4. Where the Seller is directed by the Purchaser to acquire the materials for the goods from a particular supplier, the Seller makes no guarantee as to the quality of those materials and its responsibility will be proportional to the added value resulting from the production process.

13. Moulds and tooling.

13.1. Unless otherwise agreed, the participation of the Purchaser in the value of the mould or tooling will be invoiced 50% at the issue of the order by the Purchaser and the remaining 50% at the delivery of the samples.

13.2. The design of the mould or tooling and the project engineering shall not be included in the invoiced amount, whose ownership is in any case retained by the Seller.

13.3. The moulds and tools will be deposited in the Seller's premises for the exclusive use of the Purchaser. Their maintenance and control will be for the account of Seller, which guarantees that they will not be used in production for a third party without the prior written authorization of the Purchaser. Due to their special features, under no circumstances they can be removed from Seller's facilities.

13.4. All modifications of the mould or the tooling performed at the request of the Purchaser will be at Purchaser's expense.

14. Spare parts.

14.1. Unless otherwise agreed by the parties in writing, spare parts will be available for 5 years after End of Production. For this purpose, the End of Production (also known "EOP") shall be notified in writing to the Seller by the Purchaser. In the absence of such notification, it shall be deemed to be produced one year after the date of the last supply.

14.2. The issuance of the corresponding order by the Purchaser together with the payment of the price according to the agreed terms shall be required for the manufacture of the spare parts. Once fulfilled the foregoing, the Purchaser shall be obliged to collect them from the Seller's premises within the maximum period indicated in the previous paragraph, unless otherwise agreed.

14.3. Prices of spare parts will be agreed by both parties at the time of the End of Production.

15. Intellectual and industrial property.

15.1. The Seller reserves its intellectual property rights and copyright in images, data, plans, drawings, samples, models,

processes, calculations, software and any other documents. The Purchaser is expressly prohibited from using the Seller's intellectual or industrial property rights for any purposes other than for the fulfilment of the order and is prohibited from reproducing or transferring same to a third party, in whole or in part, without the Seller's prior consent.

15.2. In particular, the Seller reserves the ownership of the design and engineering of the project in the manufacturing of the moulds and tooling acquired by the Purchaser, and in no case the Seller will be obliged to provide information related to the design and development of them.

15.3. Unless otherwise agreed and whenever feasible, the Seller's Trade Name will appear in every of the components manufactured by the Seller. The emplacement of this distinctive sign on the goods will be submitted to the consideration of the Purchaser for its approval. However, according to the provisions of this clause, under no circumstances it will entail the acquisition of any rights over the Trade Name by the Purchaser, except those rights that are expressly granted in writing by the Seller.

16. Termination.

16.1. The Seller may terminate the contractual relationship for good cause, without prior notice or compensation to the Purchaser. Good cause exists in particular in the following cases:

- a) If either of the Parties is dissolved or wound up, unless such Party is dissolved in connection with a merger or amalgamation.
- b) If either of the Parties ceases to trade.
- c) Insolvency, arrangement with creditors or similar, of the Parties.
- d) Any other grounds for termination expressly indicated in other clauses of the Order.

16.2. In any case, the Seller will be entitled to terminate the contract unilaterally, without any cause, by notifying the Purchaser in writing at least 30 days in advance.

17. Force majeure

17.1. Any delay or failure of either party to perform its obligations shall be excused if and to the extent that the party is unable to perform due to a force majeure or fortuitous event.

17.2. In particular, the Seller shall not be liable when its defective performance is due to a force majeure event, including but not limited to strikes, lockouts, delays in transportation, severe weather conditions, riots, sabotage, labor shortages due to illness, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions and disruptions to operations outside of the Seller's control such as machine stoppages and acts of governmental



authorities. An event of force majeure also occurs where the Seller's suppliers or subcontractors are subject to the events described.

17.3. The Purchaser shall immediately notify the Seller any force majeure event which may affect its obligations, explaining in detail the full particulars and expected duration of such event, and will use its best efforts to remedy the situation if it is capable of being remedied. If the Force Majeure event lasts more than thirty (30) days or the Customer does not provide adequate assurance that it will cease within thirty (30) days, the Vendor may terminate the Contract in its entirety or in part, without liability of any nature whatsoever.

18. Confidentiality

18.1. The Purchaser shall keep strictly confidential and not disclose to unauthorized third parties any information, data, materials and documents, which it receives from the Seller or related to the latter, whether or not marked as confidential or privy (hereinafter referred to as "Confidential Information"). Purchaser shall not use such Confidential Information directly or indirectly in relation to third parties without express prior written authorisation by the Seller. The Seller is always entitled to use the name of the Purchaser and basic information regarding the project.

18.2. The Purchaser shall use such Confidential Information only for the purposes of the contractual relationship between the Parties and shall not use or exploit such confidential information for its own benefit or for the benefit of any other person.

18.3. The Purchaser shall take all necessary measures to protect Confidential Information from disclosure, using the same degree of care as it uses to safeguard the confidentiality of its own information that it does not wish to be disclosed to any person outside of itself, but in no event less than reasonable care.

18.4. In the event the Purchaser discloses Confidential Information or has not taken appropriate measures restricting access to such information, the Seller may claim for each breach for which the Purchaser is responsible, being the latter obliged to compensate the Seller for all the caused damages. This penalty does not prevent Seller from claiming further damages or from taking other legal measures as it deems appropriate.

18.5. The Purchaser shall ensure that its agents, staff, employees, business partners, and any other person that the Purchaser involves in the development of the contractual relationship respect the confidentiality obligations according to the terms of this clause.

18.6. Seller's Confidential Information will be returned to the Seller upon the earlier of Seller's written request or completion of the relevant Order or contractual obligation.

18.7. The confidentiality obligations under this clause shall continue in force throughout the duration of the contractual

relationship and shall survive the expiration or termination of the contractual relationship between the parties, or any of its extensions, renewals or subsequent agreements, for an indefinite period and, in any case, as long as the disclosure of the Confidential Information could cause any damage to the Seller.

19. Data Protection.

19.1. Pursuant to the Spanish and European regulations related to Personal Data Protection, in particular the Regulation (EU) 2016/679, of the European Parliament and the Council of 27th April 2016 (General Data Protection Regulation or GDPR) and the Law 3/2018, of 5th December, of Personal Data Protection and Guarantee of Digital Rights (Personal Data Protection Law), the Seller hereby serves notice that the personal data provided by the Purchaser by e-mail, in information or subscription forms, or in procurement processes will be included in a filing system for the automated processing thereof for the purposes of maintaining the contractual relationship, as well as, for sending advertising and promotions of products which may interest to the Purchaser in the future. The legal basis for the processing of these data is the establishment of a contractual relationship between the parties.

19.2. The gathered data are stored in accordance with principles of confidentiality and under the appropriate organizational and technical measures and will not be assigned to persons or entities other than the Seller except in those cases where such disclosure to a third party is legally permitted without the prior consent of the party concerned.

19.3. The Seller likewise hereby informs the Purchaser that it may exercise its rights of access, rectification, cancellation, opposition, limitation of processing, portability, and any others specified by the applicable legislation, by writing to the data controller, ELECTRO CRISOL METAL, S.A., Avda. Parayas, S/N, 39011, Santander (Cantabria), attaching a copy of your ID card.

19.4. You can find additional details regarding data protection in the following web address: <https://grupoecriimesa.com/politica-de-privacidad/>.

20. Assignment of Rights and Set-Off.

20.1. The Seller may assign its rights against the Purchaser to third parties without the Purchaser's consent.

20.2. The Purchaser shall not set off invoiced amounts or any portion thereof against sums that are due or may become due from the Seller, unless such sums have been expressly recognised by the Seller or by enforceable Court judgement.



21. Applicable jurisdiction and law.

21.1. These T&Cs, as well as the contractual relationship between the Seller and the Purchaser, shall be governed by the Spanish law.

21.2. For the resolution of any conflict or claim arising from or in connection with the contractual relationship or these T&Cs, the Courts of Santander will be considered competent, to whose jurisdiction both parties are to be expressly submitted.