

# GENERAL CONDITIONS OF SALE

## 1. INTRODUCTION

1.1 These General Conditions of Sale (hereinafter, "GCS") are an integral part of the sale offer of SORALUCE, and they therefore imply their acceptance by the Parties.

1.2 It will be understood that the parties have referred to the GCS not only when they state it expressly in the corresponding contract, but also when the referral thereto takes place because it has been part of Soraluce's offer or of the acceptance of the Buyer's Order.

1.3 Unless they have been expressly accepted in writing by Soraluce, other eventual general conditions of sale pretended by the Buyer shall not apply, neither in whole nor in part.

1.4 Any other condition or term that has not been expressly specified in the present GCS shall be ruled following the General Conditions of ORGALIM (European Engineering Industries Association) for the supply (S2012) and for the supply and installation (SI14).

## 2. DEFINITIONS

2.1 In the present GCS, the following terms will have the meaning that is specified below:

- a. "Soraluce": The parent company Soraluce S. Coop. has the consideration of Soraluce as well as all its international subsidiaries.
- b. "Buyer": means any legal entity that contracts with Soraluce or to whom Soraluce sells its Products and/or Services, including any legal entity that acts in its name and on its behalf or in that of third parties.
- c. "Confirmation": means the document of acceptance concerning the delivery of Products and/or the rendering of Services specifically required by the Buyer, issued by Soraluce that links contractually both Parties.
- d. "Contract": means the document that, once signed by the Parties, reflects in writing the concurrence of wills of the Parties in relation to the supply of the Products and/or the rendering of Services, as well as all its annexes, including the modifications and additions made in writing to said documents.
- e. "*Force Majeure*": means any event that it has not been possible to foresee, or that, having been anticipated, would be inevitable and that is not under the control of the party that does not execute its obligations in line with the Contract alluding to the

existence of a cause of *force majeure*, including, among others, one or several of the following hazards: fires, floods, pandemics, wars, riots, rebellions, revolutions, acts of terrorism or other acts against public order or authority, strikes, lockouts, sabotages, explosions or failures of equipment, embargo or incapacity to obtain equipment, combustible, electricity, materials or transportation, different from the incapacity to face the payments due to insufficiency of funds or any other financial difficulty.

- f. “Offer”: means the amount of Products and/or Services that Soraluze is willing to sell and/or to lend to the Buyer at the price and under the conditions stipulated by the Parties.
- g. “Parties”: means Soraluze and the Buyer jointly, including any legal entity that acts in the name and on behalf of the same.
- h. “Order”: means the document issued by the Buyer for the contracting of the Products and/or Services.
- i. “Products”: means the products or parts thereof manufactured by Soraluze and delivered to the Buyer, as it is specified in the present GCS, and, the case being, in the Offers and/or Estimates made by Soraluze.
- j. “Services”: means the services rendered by Soraluze and, particularly, those of technical assistance and start up, that constitute the object of the Contract, as it is specified in the present GCS, and, the case being, in the Order Confirmation made by Soraluze.

### 3. OFFER, ORDER AND CONFIRMATION

3.1 The Offers and/or Estimations shall be considered as not valid and, consequently, not accepted:

- When the Buyer has not placed a firm Order within the term/time limit expressly indicated therein.
- If the Offers and/or Estimations do not establish a specific time limit, when the Buyer has not placed a firm Order within sixty (60) calendar days.

3.2 In the cases where there exists a written Contract, the Order and the Confirmation shall constitute an inseparable part thereof. Should there be any type of incompatibility or contradiction between the text of the Contract and that of the Confirmation, the only valid document in force for the definition of the Products to be delivered and/or the Services to be rendered will be the Confirmation.

3.3 On the other hand, in the cases where there is no written Contract, the agreement subscribed between the Parties will be integrated by the Order and the Confirmation, the content of the latter being the one that will prevail in case of incompatibility or contradiction with the Order.

3.4 The Buyer must formalize the Order in writing, either by ordinary post mail, email, fax or any other means that leaves a written record of its contents.

3.5 Exceptionally, Soraluce may admit Orders made by means that are different from those mentioned in Clause 3.4 above (for example, admission of a telephone Order), although in such cases the only document that is valid and binding for the Parties will be the one established in the Confirmation, that must necessarily be made in the terms indicated in Clause 3.7.

3.6 The Order accepted previously does not imply Soraluce's obligation to accept the subsequent one, independently if it is or not a Product and/or Service identical in quality and quantity to the one accepted in the first place.

3.7 Soraluce will formalize the Confirmation by means of a writing forwarded to the Buyer in any of the manners admitted in Clause 3.4 for the acceptance of the Order.

## 4. TERM FOR DELIVERY AND DATE OF SHIPMENT

4.1 The term for delivery begins to be counted from the date in which the following conditions have been met accumulatively:

- The signature of the Contract by both Parties and/or the Confirmation of the Order by Soraluce.
- Soraluce's reception of the advanced payment made by the Buyer, in the terms agreed between the Parties.

4.2 It will be considered that Soraluce has complied with the delivery term when the Products have been previously accepted at Soraluce's facilities or if Soraluce has notified in writing to the Buyer – or to the carrier that the latter will assign – that they are ready for their shipment in the term expressly established in the Contract, or, failing this, in the Order Confirmation.

4.3 The compliance with the delivery term will be conditioned to later agreements between the Parties on technical or commercial aspects that could have been left pending at the moment of the Contract signature and/or the Order Confirmation, or that may arise during their development, such as the lack of pre-acceptation from the part of the Buyer, or the non-remittance of the Credit Card or Documentary Credits.

4.4 The delivery date will be the one specifically mentioned in the corresponding Contract and/or Confirmation, and it may be extended in the following cases:

- In cases of *Force Majeure*, in the terms specified in the present GCS.
- When the Buyer does not comply with any of the obligations and/or commitments covered in the Contract, including, among others, the supply of: plans, technical information, import licences, accessories to be incorporated to the Products, and any other engagement or obligation that would have been agreed between both

Parties.

The extension of the delivery term due to the concurrence of any of the causes considered in this clause shall in no case imply that Soraluze incurs in default.

4.5 Should Soraluze require from the Buyer his approval in writing to plans or installation conditions sent to the latter during the manufacturing period of the Products, they must be returned to Soraluze – either with the approval in writing or with the corresponding objections – in a maximum term of ten (10) calendar days from their shipment to the Buyer.

4.6 It will be considered that the shipment date of the Products, as it is stipulated in the Contract and/or Order, is the date in which their issuance takes place, either if there are or not any accessories that have to be sent separately and/or in different dates.

## 5. INFORMATION ON THE PRODUCT

5.1 The weights, dimensions, capacities, prices, yields and other data specified in catalogues, prospectus, newsletters, publicity spots, prints and price lists, have an illustrative character and will not have any mandatory value, unless the Contract and/or the Confirmation refer expressly thereto.

5.2 The plans, designs, information or technical documents, software, concerning the total or partial manufacturing of the Products, of pieces or parts thereof, or their assembly, sent to the Buyer before or after the perfecting of the Contract and/or the Confirmation, shall continue to be Soraluze's exclusive property and may not be used for extra-contractual purposes by the Buyer, nor copied, reproduced, transferred or noticed to third parties, without Soraluze's written consent.

5.3 At the request of the Buyer and once perfected the Contract and/or the Confirmation, Soraluze shall provide him with diverse information and designs of the Product manufacturing, but made in a manner that is sufficiently detailed as to allow him to effect the installation, start up, use and maintenance thereof.

## 6. CONDITIONS OF DELIVERY, RISK OF LOSS AND MAKING AVAILABLE

6.1 Unless no specific commercial term has been agreed, the delivery will be made in FCA conditions (Free Carrier, Incoterms 2010) at the place designated by Soraluze. Consequently, Soraluze will be responsible for the shipment of the Product until its destination, and the transmission of the risk to the Buyer will take place at the moment of the delivery of the Product to the first carrier.

6.2 When there exists a contradiction or an uncertainty with regard to the conditions of delivery and risk transfer agreed in the Contract and/or Order, or when these have been omitted, one will apply the Incoterm that entails a lesser extension of the risks and of the costs for Soraluze.

6.3 Once effected the pre-acceptation by the Buyer in the terms provided for in Clause 12.2 of the present GCS, Soraluze will notify the Buyer in writing the availability of the load of the Products, and the Buyer must notify in the term of seven (7) working days following the notification the identity of the carrier as well as the load conditions.

6.4 When the shipping or deliveries would have been delayed at the request of or by a cause imputable to the Buyer, the risk will be transmitted to the Buyer from the date in which Soraluze would have notified him the availability of the Product loading, in which case:

- Soraluze will have the right to store the Products at the expenses and risk of the Buyer, the latter being imputable for the storage costs in which Soraluze may have incurred from the fifteenth (15) calendar day of storage.
- The price of the Products will have the consideration of immediately expired, and therefore, enforceable for Soraluze.

6.5 The Buyer must take all the necessary measures to protect Soraluze's property, including an insurance policy that covers the value of the Product, from the moment in which the risks of losses or damages on the Products are transferred in the terms provided for in Clause 6.1 to the Buyer, until the date in which the property is transferred to the Buyer by Soraluze.

6.6 Soraluze is in no case liable for the loss or the damages suffered by the Products once the risk transfer has taken place. The Buyer will in no case be exempted of the obligation to pay the price of the Product, when the disappearance or the damage to the same is imputable to him.

## 7. PROPERTY TRANSFER AND RESERVATION OF TITLE

7.1 Soraluze retains the property of the Products that have been delivered until the Buyer has paid the whole price thereof. As long as the property has not been transmitted to him, the Buyer will be obliged to keep the Products in his power with due diligence, as well as to adopt such measures as would be necessary to protect them against all possible risks, including an insurance policy that covers the value of the Products, that shall be at the Buyer's risk and expense.

7.2 Soraluze will have the right to get back the Products of its property even when these have been supplied by the Buyer to a third party, and it corresponds to the Buyer to make the Products available for Soraluze so that Soraluze may get them back effectively.

7.3 In the case of delayed payment, the Products delivered will continue to belong to Soraluze until the complete payment of the price, in the measure allowed by the law of the country where the Products are placed.

7.4 The Buyer commits himself to make all what is necessary to constitute in the country where the Products are, a valid property reservation in the widest manner allowed, or to establish an analogous guarantee form in favour of Soraluze, obliging also himself to collaborate with Soraluze to the end of establishing the necessary measures for the protection of Soraluze's property right. On the other hand, Soraluze is authorized to carry out, on behalf of the Buyer, all the necessary formalities to make the property reservation in any manner enforceable against third parties.

7.5 Should Soraluze finance the operation, the Buyer will commit himself to sign, at the moment of making the Products available, the Hire-Purchase Contract of Movable Property, in accordance with the official model.

7.6 The Buyer cannot sell, relinquish, or give in guarantee the Products acquired without having previously paid in full the Soraluze price. Likewise, the Buyer must communicate immediately by any of the means mentioned in Clause 3.4 of the present GCS the judicial proceedings or other claims that, raised at the request of third parties, would affect the Products.

7.7 In case of a breach of the Buyer's obligations provided for in the present Clause, Soraluze will be entitled to terminate the Contract with immediate effect, keeping by way of penalty the amounts already paid, notwithstanding other damages.

7.8 In any case, the constitution of the property reservation by the Buyer, mentioned in Clause 7.4, will not affect the stipulation of Clause 6 in what concerns the risk transmission.

## 8. CONDITIONS OF PAYMENT

8.1 The prices will be recounted in EUROS and they will be considered as net prices for the Products and Services. To the effects of what is provided for in the present section, it is understood as net price the one that does not include VAT nor any other tax, right, fee, contributions or any cost of the same nature.

8.2 The payments shall be made against an invoice issued by Soraluze with the following conditions and time limits:

- An anticipated payment equivalent to thirty per cent (30%) of the total amount of the Contract and/or Order, that must be made in the maximum term of seven (7) working days from the date of issuance of its corresponding invoice.
- A payment of the remaining seventy per cent (70%) of the total amount of the Contract and/or Order, that must be made in the maximum term of seven (7) working days from the date of issuance of its corresponding invoice.

8.3 In the cases of partial deliveries, Soraluze will be entitled to invoice and require

the payment of each partial delivery, the Buyer being obliged to the payment of said invoices in agreement with the terms established in the present GCS.

8.4 The claims against Soraluce that could be made by the Buyer shall not entitle the Buyer either to interrupt or to effect deductions in the payments stipulated in the Contract.

8.5 When the amounts have not been paid on the date of payment established by the Parties in the Contract and/or Order, Soraluce will be entitled to require as interest on arrears the sum of the interest rate applied by the European Central Bank to its most recent main financing operation effected before the first day of the natural semester concerned plus eight percentage points, all of it without prejudice to the remaining rights corresponding to Soraluce.

8.6 When the payment is implemented by means of a Documentary Credit, this Credit will be governed by the Uniform Rules and Uses for Documentary Credits in force of the International Chamber of Commerce, and it will be subject to Soraluce's previous acceptance.

8.7 The non-compliance with the obligations of payment from the part of the Buyer will entitle Soraluce, in the terms provided for in Clause 17, to suspend any commitment or obligation acquired by virtue of the Contract until the Buyer meets his obligation of total payment, as well as to terminate the Contract, all of it without prejudice to Soraluce's right to claim damages derived from the late execution or the non-execution of the Contract.

## 9. MODIFICATIONS OF THE CONTRACT AND/OR THE ORDER

9.1 Any modification and/or amendment of the Contract or the Order requested after the Confirmation shall be agreed and accepted in writing by both Parties.

9.2 Should the request of modification and/or amendment take place once the manufacturing process is initiated or when it is completed, it will only be attended by Soraluce after its acceptance in writing if the request is made in the form of an "Order Supplement", which has to be formalized through any of the means established in Clause 3.4 and under the conditions set by a new Offer.

## 10. GUARANTEE

### 10.1 Scope of the Guarantee:

10.1.1 The present guarantee will only cover the Products, materials, and components or accessories that have been manufactured by Soraluce or on which Soraluce would want to extend the guarantee, reflecting this in the Contract and/or the Confirmation.

10.1.2 Soraluce guarantees that all the Products object of the present GCS:

- Are apt to be marketed,



- Are free of charges and rights of third parties,
- Are free of defects in the design, in the manufacture or functioning, as well as of any defect in the materials and parts thereof.

10.1.3 Furthermore, Soraluce assumes, in agreement with the conditions specified below, the substitution or repair of any component or part being the cause of bad functioning of the Products during the guarantee period, that has the following duration:

- Twelve (12) months or two thousand (2.000) working hours of the Products, whichever is first, from the date of final acceptance at the Buyer's factory.
- In any case, the validity of the guarantee period shall not exceed fifteen (15) months from the date when the Products leave the Soraluce facilities.

10.1.4 The Buyer shall notify Soraluce, as soon as possible, by any of the means mentioned in Clause 3.4, the incidents that are covered by Soraluce's guarantee, without any claims or returns being accepted after the deadlines indicated in Clause 10.1.3.

10.1.5 The Buyer shall notify Soraluce, by any of the means mentioned in Clause 3.4, his disagreement with the Products before the end of the guarantee period, Soraluce reserving in any case and previously, the power to check the alleged defects using the means it may consider relevant.

10.1.6 The costs covered by the guarantee are the following:

- Labour force of Soraluce's technical staff excluding the travel and subsistence costs.
- Substitution or repair of the defective components or parts.
- Delivery costs of the spare parts.

10.1.7 The repairs, modifications, substitutions of parts or technical services made to the Products during the guarantee period will not mean an extension and/or renewal of said period. Consequently, the guarantee period corresponding to the components or parts repaired or substituted during the guarantee, ends at the same time as the guarantee period of the Products. Any substituted element must be available for Soraluce.

10.1.8 Soraluce guarantees, for a minimum period of ten (10) years from the date of the report of final acceptance, the supply of the spare parts, necessary for the use of the Product.

## 10.2 Conditions for maintaining the guarantee in force:

10.2.1 The Products shall be installed by Soraluce's technical staff or, the case being, by technical staff authorized by Soraluce. The installation of the Products by non-authorized staff will be a reason for cancelling the guarantee.

10.2.2 Any modification and/or technical service effected to the Products must be



previously authorized by Soraluze.

10.2.3 Only the equipment or components accepted by Soraluze may be used and/or incorporated in the Products.

### 10.3 Exclusions from the Guarantee:

10.3.1 The guarantee does not cover damages, flaws, defects, caused by:

- a) Pieces submitted to wear by the normal use.
- b) Failures due to the non-compliance with the instructions contained in the user and/or maintenance manuals delivered together with the Products.
- c) Damages and defects caused during the shipment when this is the responsibility of the Buyer in agreement with the Incoterm specified in the present GCS.
- d) Damages and defects attributable to fortuitous case or *Force Majeure* in the terms defined in the present GCS.
- e) Failures due to modifications, repairs or alterations in the Products made by workers alien to Soraluze's organization.
- f) Failures caused by external agents such as storms, floods, fire or any other agent alien to the Products themselves.
- g) Failures due to operating unduly with the Products or due to programming mistakes.
- h) Failures due to the use of inadequate accessories not accepted by Soraluze but assembled by the Buyer and used jointly with the Products.
- i) Defects in the foundation.
- j) Failures caused by vibration in the proximity of the Products.
- k) Failures caused by great variations in the environment temperature, or by the exposition to the sun or to any other source of heat or of cold affecting the Products.
- l) Failures caused by variation in the quality of the electric supply (tension, frequency, ...)

- m) Accidents or damages caused to persons or to material goods.
- n) The elements for manipulation and elevation.

10.3.2 The services of general maintenance to the Products, which are the Buyer's responsibility and are described in the Maintenance Manual, will be excluded from the guarantee.

## 11. LIABILITIES, INSURANCE AND INDEMNITIES

### 11.1 General considerations:

11.1.1 The whole responsibility of Soraluze as a consequence of any claims that may arise or that may be in relation with the conclusion, the fulfilment or the breach of the Contract, is limited to a five per cent (5%) of the value of the Contract or Order, without the possibility that the sum of the totality of the compensatory items, repairs and penalties agreed between the Parties may exceed said limit.

11.1.2 In no case will Soraluze be liable for the indirect or consequential damages that may come about as a consequence of the supply of the Products and/or the rendering of Services, including but not limited to, the losses of use, production or benefits, the loss of profits, the costs of downtime or inactivity, the breakdown of parts or equipment other than those of the Buyer's Products or of third parties, the accidents at work or those suffered by third persons, the accidents and incidences with the Environment.

11.1.3 Soraluze won't either respond to the Buyer of the eventual damages caused, nor of the indemnities that will have to be paid to third parties for the Products supplied and/or Services rendered to the Buyer.

11.1.4 The limitations of liability contained in the present Clause shall prevail over any other one contained in any other contractual document that would be contradictory or incongruent therewith, unless such prevision restricts in a greater measure Soraluze's responsibility.

### 11.2 Insurances and repairs:

11.2.1 Soraluze commits itself to take out and maintain in force the necessary insurance policies from companies with acknowledged solvency and up to an amount proportional to the risks and liabilities it must assume by virtue of the provisions of Common Law and its contractual commitments. Soraluze has particularly an insurance police of general and professional civil liability that covers, among others:

- Its professional activity in general;
- Its activity in the Buyer's facilities;

- Damages caused to third parties;
- Damages caused to goods / articles entrusted by the Buyer.

### 11.3 Penalties:

11.3.1 The penalties, as well their amounts, for the breaches of the obligations of any of the Parties will be applicable when it is so convened expressly in the corresponding Contract, but the sum of the penalties may in no case surpass the five per cent (5%) of the value of the Contract or Order.

### 11.4 Liability for defects

11.4.1 Soraluze will only respond of the Products' apparent flaws or defects when the Buyer or the carrier appointed by the Buyer to this effect files a complaint at the same moment of the delivery or, in the case of packaged Products, in the term of four (4) working days from the moment when the delivery takes place at its destination. If the claim is not filed within the given term, it will be understood that the Products have been received in a perfect state and condition. To the effects of what is provided for in this section, apparent vices or defects are those concerning a missing number of parts of the Products or a defect in the quality or the state of the Products that may be noticed by means of an eye inspection or a minimum control at the reception of the Products.

11.4.2 Soraluze will not respond of the hidden flaws or defects of the Products claimed by the Buyer once the acceptance of the Products has taken place in the terms set in Clause 12.4 of the GCS. If the claim is not made before the acceptance, the Buyer will lose all action and right to repeat for this reason against Soraluze. To the effects of what is provided for in this section, hidden flaws and defects are those that cannot be detected easily when examining the goods considering the Buyer's technical preparation, that is, his quality of merchant of a certain sector.

## 12. SERVICES OBJECT OF SUPPLY BY SORALUCE AND TRAINING

### 12.1 General Terms:

12.1.1 Soraluze guarantees the adequate execution of the Services, subject to supply, in agreement with the contractual documents.

12.1.2 Unless otherwise stipulated, the compensation for the Services rendered by Soraluze is considered as included in the final price of the equipment furnished.

12.1.3 Unless expressly stated in the Offer, the price does not include the costs for travel, meals and accommodation of the Buyer's representatives during the tests of final acceptance at Soraluze's facilities.

12.1.4 The tests of pre-acceptation at Soraluze's factory and the tests of final acceptance at the Buyer's facilities will be carried out in line with what is specified in Soraluze's standard protocol of acceptance with the assistance of staff from Soraluze and from the Buyer, unless the Parties agree expressly to conduct different tests.

12.1.5 If the price of the Services to be rendered is fixed separately from that of the equipment object of supply, each one of the Parties commits itself to settle, at its own cost and risk, the taxes that should be paid for the same in their country in such manner that the full payment of the agreed amount be guaranteed.

12.1.6 Any change or addition to these regulatory conditions of the acceptance protocol may only be applicable with Soraluze's previous consent in writing.

## 12.2 Pre-acceptation tests in SORALUCE's factory:

12.2.1 Soraluze shall notify the Buyer by any of the means mentioned in Clause 3.4 the effective date for undergoing the pre-acceptation tests at Soraluze's factory, which will be fixed by mutual agreement of the Parties in function of their availability. Said tests may also include interface tests with such external elements as systems of loading//unloading, brackets of accessories and others.

12.2.2 If once conducted the pre-acceptation tests, these would give satisfactory results in agreement with the requirements established in Soraluze's standard protocol of acceptance, the Parties will sign said protocol acceptance and they will define jointly the dates for the Products' shipment.

12.2.3 On the other hand, if the Buyer or a representative appointed by him does not undergo the pre-acceptation tests within a time limit of two (2) working days from the date notified by Soraluze, Soraluze will have the right to make the tests on his own and to notice the Buyer the results thereof. If said results comply with the requirements established in Soraluze's standard acceptance protocol, it will be considered that the pre-acceptation is valid and that it has the Buyer's approval, even if it lacks his signature, the shipment of the Products and/or Services being therefore authorized in the terms provided for in Clause 6 of the present GCS.

12.2.4 When applicable, interface tests will also be conducted with external elements such as systems of loading/unloading, brackets of accessories and others.

## 12.3 Installation and start up at the Buyer's factory:

12.3.1 Before initiating the installation works, the area where the Products are to be placed has to be completely defined and free of obstacles.

12.3.2 Whenever the installation requires a foundation, said foundation must be totally finished and in good conditions of use before the installation of the Products begins. The correct preparation and execution of the foundation is the Buyer's responsibility.

12.3.3 The Buyer shall make available for Soraluze the elevation systems and/or the

equipment necessary to place the Products in their final location and to carry out the installation process thereof.

12.3.4 Soraluce will have the right to be present during the operations of unloading and opening of the boxes, the execution of these operations being the responsibility of the Buyer. At the same time, Soraluce will give the Buyer the instructions that are necessary for the correct placement of the Products on the foundation.

12.3.5 The installation and the start-up of the Products will be carried out by Soraluce's engineer(s) or by Soraluce's authorized representatives.

12.3.6 Unless otherwise specified in the Offer, Soraluce shall guarantee the correct functioning of the product provided that the workshop where it is installed maintains maximum temperature variations of  $\pm 5^{\circ}\text{C}$  at an internal temperature of around  $25^{\circ}\text{C}$ .

12.3.7 Whenever he is required, the Buyer will facilitate Soraluce's engineers the use of the telephone and he will provide the necessary tools for machining and for work. The Buyer will provide, for Soraluce's use, oils, lubricants and all type of Products considered necessary. The Buyer will also facilitate the elevation equipment – safe and appropriate – for elevating and manipulating the heaviest parts of the Products that are being installed.

12.3.8 Additionally, the Buyer will be responsible of the connections of electric power, compressed air, water, etc., which are necessary for the functioning of the Products. The characteristics of said connections must adjust to the specifications and requirements provided by Soraluce (general plan of the lay-out, foundation plans...) and they must be available at the beginning of the installation works of the Products. The Buyer will be liable for the extra costs incurred by reason of delays when making available for Soraluce any of the above-mentioned requirements, or even for the interruption of the installation works.

12.3.9 The Buyer will provide the means and conditions of work necessary for guaranteeing the physical safety of Soraluce's workers during the installation works. Furthermore, the Buyer will allow Soraluce's workers to initiate the installation of the Products and to conduct the final acceptance tests of the Products immediately after the arrival of the Products to their final location.

## 12.4 Final acceptance tests at the Buyer's factory:

### 12.4.1 General protocol for the final acceptance test at the Buyer's Factory:

12.4.1.1 Once completed the installation works and the start-up, the Products will be tested in agreement with the protocol for the final acceptance tests.

12.4.1.2 The Buyer will be liable for the extra costs in which one may incur due to delays in the execution of the final acceptance tests that are not attributable to Soraluce.

12.4.1.3 The Buyer will not be authorized to use the Products nor any of their accessories until the protocol of final acceptance has been signed by both Parties. In this manner, should the Buyer make use of the Products or their accessories without having Soraluce's written authorization, it will be understood that the Buyer has accepted the Products and

all their accessories, independently of the fact that the protocol of acceptance has been signed or not.

12.4.1.4 Once the final acceptance tests have been conducted satisfactorily, the Buyer and Soraluze will sign the final acceptance protocol.

14.4.1.5 Once the final acceptance protocol has been signed, the Buyer is authorized to use the Product freely, and the guarantee period is initiated automatically, unless it were already in force in application of Clause 10.1.3

12.4.1.6 In line with what is provided for in Clause 11.4.2 of the present GCS, once the acceptance of the Products has taken place, Soraluze will not respond for the Products' hidden flaws or defects and the Buyer will lose all action and right to repeat for this cause against Soraluze.

## 12.5 Training courses:

12.5.1. Should the case be that the Contract and/or the Order would include Soraluze's obligation to implement a training course for the operation and/or maintenance of the Products, the Buyer will take the commitment that all the persons who are to attend the course be available on the dates and hours scheduled for the same.

## 13. DESIGNS, PLANS, TECHNICAL DOCUMENTATION AND ILLUSTRATIVE CATALOGUES

13.1. Soraluze reserves itself the right to introduce changes in the technical specifications of the Products in the catalogues, advertising materials or any other type of information materials. This information is considered as technical general information and no type of obligation arises from it in any sales Contract.

13.2. All the plans, designs, technical documentation, software, any information or instruction on manufacturing and/or assembly of components and/or parts, or any document related to Soraluze's Products are Soraluze's property.

13.3. Without prejudice to what is set out in the previous paragraph:

- When it comes to Products specifically developed for the Buyer, Soraluze will provide the Buyer, after petition of the latter, the plans, designs, technical documentation, software, any information or instruction on manufacturing and/or assembly of components and/or parts, or any documents concerning exclusively the Products specifically developed for the Buyer.
- In all the other cases, Soraluze may limit at its convenience the nature of the information described in this section, the remission of which may be asked by the Buyer.

13.4. In all cases, the making of copies or the transfer of information to third parties

without Soraluce's previous authorization in writing, will be forbidden.

13.5. In the event that Soraluce would ask for the Buyer's written approval of plans and/or installation requirements and/or manufacturing during the manufacturing process of the Products, the Buyer will have a period of five (5) calendar days to be counted from the day when Soraluce sends the application. Once this term has elapsed without having received an answer from the Buyer, it will be understood that the Buyer gives his approval and, therefore, no liability will derive for Soraluce for adjusting to those plans and/or requirements.

## 14. FOUNDATION PLANS

14.1. The foundation plans are Soraluce's property, the execution of the foundation corresponding to the Buyer, and consequently, the responsibility that may derive from its execution.

14.2. Soraluce will provide plans with the general specifications of the foundation, the lay-out of the Products, the anchor bolts, the distributions of the charges, etc., to the end of facilitating the preparation of the foundation to the specialist in civil works contracted by the Buyer.

## 15. DOUBLE USE AND EXPORT LICENCES

### 15.1 Double use:

15.1.1. The present GCS are ruled by the provisions contained in the Spanish regulations (Law 53/2007, of 28 December 2007, on the control of foreign trade regarding the material of defence and of double use; Royal Decree 679/2014, of 1<sup>st</sup> August, by means of which it has been approved the Regulations on the control of foreign trade regarding the material of defence, of other materials and of products and technologies of double use), of the Community (Regulations (EC) no. 428/2009 of the Council, of 5 May 2009, modified by the Regulations (EU) no. 1232/2011 of the European Parliament and of the Council, of 16 November 2011, and their subsequent modifications) and international (Regulations) in matters of double use, the Parties declaring the strict compliance therewith.

### 15.2 Obligations and commitments of the Buyer:

15.2.1. The Buyer commits himself not to export, re-export or transfer, directly or indirectly, the Products acquired from Soraluce without obtaining previously the necessary authorizations from the corresponding Spanish, community and international competent authorities.

15.2.2. Furthermore, the Buyer must provide Soraluce without delay with all the information concerning the final client, the specific destination and the concrete use of the Products, the number of the list of double-use Products needing authorization for their (re)export, as well as any restriction on export control that may exist, with the obligation of accrediting, to the effects established in this section, the Final Destination Statement that



may correspond, in the terms provided for by article 30 of Royal Decree 679/2014, of 1<sup>st</sup> August, by means of which the Regulations on the control of foreign trade regarding the material of defence, of other materials and of products and technologies of double use have been approved.

15.2.3. The Buyer will hold Soraluze harmless from all liability in front of any claim, process, action, fine, loss, cost and damages deriving from, or in relation with, any non-compliance with the rules and regulations of export control from the part of the Buyer, including the lack of truth in the information provided, and the Buyer will have to indemnify Soraluze for all the damages, losses and expenses produced as a consequence of the non-compliance with any of the obligations stated in this section.

## 16. SUBCONTRACTING AND TRANSFER OF THE CONTRACT

16.1. Soraluze may subcontract with third parties the total or partial execution of the works committed in the Contract, remaining as responsible of their correct execution. The Contract and/or Order may not contain any Clause or mention imposed by the Buyer that forbids or restricts, until making impossible for Soraluze the compliance with the Contract, the total or partial subcontracting, as well as the conveyance from the part of Soraluze of the rights and obligations object of the Contract and/or Order.

## 17. TERMINATION AND SUSPENSION

17.1. Any of the Parties may terminate or suspend the Contract by means of an immediate written notice by reason of any of the following causes:

- The extinction of the legal personality of any of the Parties.
- The declaration in bankruptcy or situation of insolvency of any of the Parties.
- The persistence of an event of *Force Majeure* during more than three (3) months from the delivery date of the Products or the rendering of the Service.
- The mutual agreement between the Parties.

## 18. LANGUAGE OF THE CONTRACT

18.1. When the Parties reside in a same State, or, the State being different, they would share a same official language, the language of the Contract will be the official one. Failing this, said language will be English

## 19. APPLICABLE LAW AND ARBITRATION

19.1. These GCS, as well as any Contract or Order deriving from the commercial relation between the Parties, shall be submitted to the Spanish legislation, excluding expressly the provisions of the Convention of the United Nations on the International Sales Contracts of Goods adopted in Vienna on the 11th April 1980.

19.2. Any litigation, dispute, difference, claim or question that may arise in direct or indirect connection with these GCS or with the Contract, including the question concerning the validity of this Clause, and that cannot be solved by the Parties by means of friendly mutual agreement, shall be finally solved before the Arbitration Court of the Official Chamber of Commerce, Industry, Services and Sailing of Gipuzkoa (Spain), to which is entrusted the administration of the arbitration and the designation of the arbitrators in agreement with its own Statutes and Regulations.

19.3. The arbitration will take place at the seat of the Arbitration Court of the Official Chamber of Commerce, Industry, Services and Sailing of Gipuzkoa (Spain), its language will be Spanish, and the applicable material law will be the Spanish common law.

## 20. POLICY ON DATA PROTECTION AND CONFIDENTIALITY

20.1. Soraluze guarantees the compliance with the provisions of the General Regulations on Data Protection of the EU and of the (Spanish) Organic Law on Data Protection, in relation with the personal data provided by the Buyer that will be incorporated to a computerized file, the responsibility of which corresponds to Soraluze, all of it to the end of rendering him the contracted services, executing administrative tasks and sending him information.

20.2. The Buyer may at all moments ask for the rectification, and, the case being, the cancellation of his data, as well as express his opposition to the treatment thereof, communicating it in writing to Soraluze.

20.3. All the information to which the Parties may have access as a consequence of the Contract (including the terms and conditions thereof) will be considered as confidential, unless it is public, and it may not be revealed to third parties nor be used, directly nor indirectly, for other purposes than those intended in the Contract.

20.4. The transmission of confidential information by any of the Parties to its employees will only be done when it is strictly necessary for the supply of the Products and/or Services. In all cases, the Party that reveals information will guarantee the compliance of its employees with the present obligation of confidentiality.

20.5. Once the works of the Offer will be finished, all the documentation delivered or generated shall be destroyed or returned at the written request of any of the Parties, and no copy thereof may be kept, unless the law obliges the Parties to its conservation. This obligation of confidentiality will remain in force indefinitely between the Parties.

## 21. FINAL PROVISIONS

21.1 The claims against Soraluze that could be made by the Buyer will not allow the latter to interrupt or to effect deductions in the payments stipulated in the Contract and/or Order. Any dispute or conflict, and the additional bills related thereto, should there be any, shall be the object of a separate agreement that will have to be negotiated by both Parties.

21.2 The declaration of nullity or non-applicability of any Clause of the present GCS does not imply the annulment of the rest of the Clauses and conditions, which will continue to be valid to all effects.

21.3 The Clause declared null or non-applicable will be considered as being replaced by such other Clause as would be closest to the economic objective pretended by the Clause declared null or non-applicable.