General Sales And Service Conditions Of Nordmann Spain, S.L.U. ("Gc")

1. Scope of application

Our supplies and services are governed exclusively by these General Conditions. The customer acknowledges and accepts the contents of these General Conditions, a copy of which has been provided to the customer, as the conditions regulating all supplies by Nordmann Spain, S.L.U. (hereinafter, "Nordmann"). Any provisions, particularly those contained in the customer's purchasing conditions, that differ from these General Conditions or from the terms of the law will only be binding upon us if accepted by us in advance, in writing. The supply of goods, the provision of services or the collection of payments without raising any objection should not be construed as acceptance by us of any such divergent conditions.

2. Offers, contracts

Our offers are subject to change and the contract is not final until we have accepted the order in writing or filled the order.

3. Written form

3.1 Any changes, additions and/or the mutually agreed termination of a contract or these sale conditions, including this clause, must be in writing.

3.2 Statements and notices issued by the customer subsequent to signing the contract will only be effective if they are received in writing.

4. Prices

Unless otherwise agreed, our prices are understood to be ex-factory and do not include packaging costs. In addition, IVA will be added to all invoices at the rate in effect on the date of the invoice.

5. Payment, declaration of compensation

5.1 Unless otherwise agreed, the customer will pay us for the cost of the goods or services within 30 days of the invoice date.

5.2 It is up to the customer to decide when to offset any amounts owed against credit balances in their favour that have not been challenged or that have been upheld by firm rulings.

6. Place of fulfilment, shipment

6.1 The place of fulfilment for the supply of the goods or the rendering of the services will be the place where our factory or warehouse is located.

6.2 If the goods are to be shipped, the customer must pay the cost and assume the risk associated with the shipment. We are responsible for determining the mode of shipment, the itinerary and the shipping company to be used.

7. Partial deliveries and services

Partial deliveries and services are allowed as long as the volumes are reasonable.

8. Delivery dates; delays

8.1 If we do not deliver the goods or render the service by the agreed deadline or if we breach any of our contractual obligations, the customer will allow us a grace period lasting a prudent amount of time. The grace period will be at least 4 weeks.

8.2 If we have still not delivered the goods or rendered the services by the time the grace period elapses and, as a consequence, the customer decides to cancel the contract or to seek compensation for the damages sustained, the customer must give us advance notice of this, extending a new grace period of at least four weeks and must also request the delivery of the goods or rendering of the service. At our request, the customer will be given a reasonable period of time to decide whether, due to the delay in the delivery of the goods/services, they wish to cancel the contract and/ or seek compensation of the damages sustained or whether they wish to move forward with the supply/service and fulfilment of the contractual obligations.

8.3 Nordmann is not liable for delays caused by the need to obtain export licenses or restrictions on exports, regardless of the cause or origin. The customer is responsible for obtaining all licenses, permits, shipping orders, etc. needed to export and import Nordmann's products, holding Nordmann harmless from any liability if such permits, licenses, shipping orders, etc. cannot be obtained.

9. Shipping insurance

We are authorised to take out appropriate shipping insurance covering at least the value of the goods shown on the invoice, on the customer's behalf and at their expense.

10. Retention of title

10.1 We will continue to be the owners of the goods until all credit rights under the commercial relationship are settled. If the customer

transforms the goods in any way, the retention of title extends to the transformed product as well.

10.2 If the customer transforms the goods or adds them to / mixes them with other things, we will be the co-owners of the newly created things in the same proportion as the value of our invoice for the goods to the rest of the things used by the customer at the time they were transformed, added to or mixed with our product.

10.3 Moreover, if the goods subject to retention of title are added to or mixed with another primary product owned by the customer or a third party, the customer agrees that we will automatically have certain rights to the new product. If the customer onerously adds or mixes the goods subject to retention of title with a primary product owned by third parties, the customer agrees that we will be entitled to compensation rights in respect of said third party.

10.4 The customer has the right to resell the goods subject to retention of title as part of its ordinary commercial operations. If the customer sells the goods without receiving payment in full, either in advance or at the time of delivery, the customer must reach a retention of title agreement with their client similar to the one described herein. The customer hereby assigns to us the credit balances in their favour as a result of the sale, as well as the rights to the retention of title agreed with their client. At our request and in relation to the assignment referred to above, the customer is obligated to make the buyer aware of it and to provide us with the information and documentation needed to enforce our rights with the buyer. The assignment of rights notwithstanding, the customer may collect payment for the resale as long as they continue to fulfil their obligations to us.

10.5 If the value of the guarantees provided to us exceeds the credit balance in our favour, we will be obligated, at the customer's request, to release the guarantees of our choosing. Enforcing our rights stemming from the retention of title will only entail the simultaneous cancellation of the contract if we specify this in writing in advance.

11. Force majeure

Our obligations to deliver the goods and render the services are suspended in situations of force majeure. Force majeure is understood as any act of nature, war, armed conflict, blockade, etc., among other things. The same applies to cases of energy or raw material shortages, labour conflicts, government orders, traffic alterations or operating failures. It also applies to those cases in which, due to circumstances of force majeure or the reasons mentioned above, our supplies are unable to make deliveries or their deliveries are late or incorrect.

12. Product information

The characteristics of the goods supplied under the contract will be strictly limited to those indicated in the product specifications of the respective manufacturer at any given time, unless otherwise specifically stated. The information relative to the characteristics of the goods, their durability and any other information provided will only serve as a guarantee if this is expressly agreed in writing and classified as such. All verbal or written information relative to products, equipment, systems or procedures is based on the research of the manufacturers in question and their experience applying the respective techniques. We provide these results in good faith and without assuming any liability beyond the terms of the individual contract. We do, however, reserve the right to introduce changes and make improvements. The foregoing does not release the customer from examining the products and the operating procedures for appropriateness. This also applies to safeguarding third party intellectual property rights as well as the applications and procedural methods.

13. Advice

Any advice given by Nordmann will be based on our best judgement. The fact that we may give advice and information regarding the appropriateness of the products and their use does not release the customer from the responsibility of running their own tests and controls to confirm that the goods are suitable for the processes and purposes for which they are intended.

14. Complaints

All complaints, particularly those involving defects, must be reported to us in writing as soon as possible, and no later than 10 days after receiving the goods (in the case of hidden defects, as soon as possible and no later than 10 days after they are discovered). To the extent that no objections or complaints of defects are received from the customer in writing by the stated deadline, the supply and/or service will be considered free of defects inasmuch as any objections not reported in the right way or at all, or inasmuch as any defects not properly reported in a timely manner. If the customer is aware of a

defect and accepts our goods or services, they will only be entitled to make claims related to such defects if they expressly reserve their rights in relation to such defects, in writing.

15. The customer's rights in the event of defects

15.1 The customer will not be entitled to make any claims for defective goods or services if they only result in a negligible reduction in the value or the quality of the goods or services. To the extent that the goods or services we provide are defective and therefore the customer has a legitimate claim, we will, at our discretion, either replace the defective item or correct the defect (supplementary compliance). Either way, we must be given a prudential period of time to do so. If the supplemental compliance fails, the customer may cancel the contract or reduce the price.

15.2 In addition, if the legal requirements are met, the customer may seek compensation for the damages sustained and reimbursement of the expenses associated with the supplemental compliance. However, this does not include the reimbursement of shipping the goods to a location other than the customer's headquarters, unless such transport is directly related to the intended use of the goods supplied. The indemnification of damages and the reimbursement of expenses will also be subject to the terms of Clause 15.

15.3 The customer may only take legal actions against us if they have not entered into agreements with their counterparties that go above and beyond the claims for defects protected by law. The same rule applies to expense reimbursement.

15.4 If the customer, following a successful claim brought against it pursuant to the laws protecting purchases by end consumers, takes legal action against us for a warranty violation, this will not affect the actions regulated in the rules governing purchases by end consumers.

16. Compensation for damages

16.1 Regardless of the legal grounds, whether due to a breach of its contractual obligations or extracontractual liability, the customer may only file claims against us, our legal representatives, employees and/or agents for compensation of damages and reimbursement of expenses to the extent that we or our legal representatives, employees and/or agents have acted fraudulently or negligently or when the breached obligation is crucial to the achievement of the contractual objective (essential obligations). If the breach of an essential obligation is due to minor negligence, our liability will be limited to the foreseeable damages under a contract of this kind, with a limit of 10,000 euros or the value of the invoice for the affected goods or services if more than 10,000 euros.

16.2 There will be no exclusion or limitation of liability in those cases where we are, by law, liable for the products or for events that jeopardise the life, physical integrity or health of humans or for the damages caused to things used by private citizens.

17. Prescription

The legal warranty period and the customer's right to compensation for damages and reimbursement of expenses will prescribe one year after the commencement of the legal prescription period, with the exception of claims for defects in products habitually used for construction work or products that have caused defects to construction work, in which case the statute of limitations is four years.

18. Observance of the law

18.1 The customer is responsible for observing and abiding by laws regulating imports, shipping, storage and use of goods, unless otherwise agreed in writing with the customer.

18.2 If at the time of the supply or service, the law or the competent authorities require special authorisation to export the supply/service and if such authorisation is requested but not granted, we will be entitled to withdraw from the contract.

19. European Regulations

19.1 European Regulation 1907/2006 ("REACH")

Should the Buyer require the use of the Seller's products requiring an update of the registration or safety data sheet of the substance, or another obligation of the REACH Regulation, (as per Article 37.2 of Directive EC No. 1907/2006 of the European Parliament and of the Council on the registra-tion, evaluation, authorisation and restriction of chemicals - REACH Regulation); the Buyer itself will be charged with any costs related to it. The Seller shall not be held responsible for any delays in delivery resulting from the above and the fulfilment of the respective obligations of the REACH Directive. In case that due to

environmental and safety respect reasons it is not possible to include the specific use required within those identified and the Buyer wants, contrary to the Seller's notice, to use these substances, the Seller reserves the right to withdraw from the contract. The Buyer shall not claim any right against the Seller that results from the above mentioned regulation.

19.2 European Regulation 2024/825 ("EmpCo")
The environmental and sustainability statements we use are intended exclusively for business owners and are intended solely for business-to-business (B2B) transactions. Any use or disclosure of such statements in communications with consumers requires our prior written consent. In our own environmental statements, we comply with the applicable legal requirements, in particular the requirements set forth in Directive (EU) 2024/825 (the "EmpCo Directive"). If environmental or sustainability statements are disclosed to consumers or end customers without our consent, the customer agrees to indemnify us against any and all claims that may arise as a result.

20. Jurisdiction

If the customer is a merchant, the competent jurisdiction will be that of our company's registered offices; if the claim is filed by us, the competent jurisdiction will be that of the customer.

21. Applicable law

The contractual relationship with our customers under these General Conditions will be governed by the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the "Convention"). The Convention will also apply, above and beyond the scope of its application and regardless of the exceptions claimed by other states, to all contracts governed by these General Conditions pursuant to the terms of Clause 1. Subject to the provisions of these General Conditions, all other legal relations between the parties will be governed by Spanish Law

22. Commercial clauses

If any of the commercial clauses of the agreement are governed by International Commercial Terms (INCOTERMS), they will be governed and interpreted by INCOTERMS 2020.

23. Partial invalidity

If any clauses of these General Sales Conditions are found to be partially or totally illegal, the validity and legality of the other clauses will not be affected.

24. Important

These "General Sales Conditions" were translated from the Spanish version of the General Conditions "Condiciones Generales De Venta Y Prestación De Servicios De Nordmann Spain, S.L.U. ("Ccgg")". This translation is provided to our customers for their information. In the event of a conflict regarding the interpretation of these conditions, the Spanish version will prevail.

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