

GENERAL CONDITIONS OF SALE FOR CUSTOMERS

1. Purpose and scope of application

- 1.1 The present General Conditions of Sale (GCS) will be applicable to any sales contract between Metalúrgica Torrent, S.A. (hereinafter, "METOSA") and the Customer, as well as any delivery of Products made by METOSA.
- 1.2 METOSA contracts the sale of the Products subject only to these GCS. Any terms and conditions other than these GCS, including those attached to the Professional's delivery notes or orders, in the communication accepting METOSA Letter of Offer or any other communications with METOSA, shall have no effect whatsoever, unless the Parties agree otherwise in writing.
- 1.3 When the contract of sale takes effect, the Customer: (i) declares that METOSA has provided them with a copy of these GCS prior to signing the Contract; (ii) declares to have read them and to know and understand their content; and (iii) expressly accepts their incorporation to the Contract.

2. Definitions

- 2.1 For the purposes of these GCS, the terms that are listed below, provided that they are transcribed with their initial capital letters, shall have the meaning that is attributed to them below:
 - a) **Letter of Offer:** This refers to the written communication sent by METOSA to the Professional informing them of the terms and conditions under which METOSA would be willing to comply with an Order.
 - b) **General Conditions:** This refers to the GCS that is the object of this document.
 - c) **Particular Conditions:** This refers to those contractual terms and conditions expressly agreed upon in writing by the Parties that complete or modify the GCS.
 - d) **Party/ies:** This refers to METOSA and/or the Customer.
 - e) **Order:** This refers to any written communication addressed to METOSA by the Customer in which the latter is interested in acquiring, or in the terms and conditions for the acquisition of METOSA Products.
 - f) **Products:** This refers to any goods that are the subject of any sales or delivery contract by METOSA.
 - g) **Customer:** This refers to the party that acquires the METOSA Products and that acts in the framework of a commercial, business or Customer.

3. Formulation of Orders, Letter of Offer, acceptance and finalizing of the contact

- 3.1 The Customer must send the Product Orders to METOSA by e-mail or any other means of written communication, indicating the Product (specifying the type or model) and the quantity that they would like to acquire, as well as any other specifications required, including, where appropriate, accessories or optional elements.
- 3.2 Upon receipt and subsequent study of the Order, METOSA will send the Customer a Letter of Offer, by e-mail or any other means of written communication, informing the latter of the terms and conditions under which it would be willing to accept the Order. METOSA shall, under no circumstance, be under any obligation to issue a Letter of Offer.
- 3.3 The terms and conditions of the Letter of Offer shall be valid for thirty (30) days. In the event of METOSA not having received the written acceptance of the Letter of Offer by the Customer within the indicated period, the Letter of Offer will be deemed to be without effect and METOSA will be released from it.
- 3.4 The Letter of Offer shall be understood to be tacitly accepted by the Customer if METOSA receives the advance payment of the price in accordance with Clause 4.3. within the term of thirty (30) days stated in the previous clause.
- 3.5 With the (tacit or express) acceptance of the Letter of Offer by the Professional the contract will be understood as taking effect, without the possibility of modification unless expressly agreed upon in writing and without the Customer being able to desist totally or partially.

4. Prices, currency and payment conditions

- 4.1 The prices in catalogues and other advertising documentation are for guidance purposes only and are subject to change without prior notice. The sale prices to the Customer shall be exclusively those indicated in the Letter of Offer. The prices must be considered as being net, in euros, and without any deduction. The prices shall not include taxes, fees or other charges or costs, such as transportation, which shall be borne by the Customer in accordance with Clause 5.2.
- 4.2 METOSA reserves the right to increase the price of the Products before the Customer accepts the Letter of Offer if said increase is due to an increase in the cost of raw materials, labor, any change of legislation or any other cause that it could not reasonably foresee or avoid at the time of issuing the Letter of Offer. In such case, METOSA will send the Customer an amendment to the Letter of Offer to the Customer in the shortest possible time, which will void the original Letter of Offer and will grant the Professional a new term of thirty (30) days in which to accept it.
- 4.3 Unless otherwise agreed in writing by the parties, payment of the Products shall be made by bank transfer as follows: an advance of 20% of the price within a maximum period of five (5) days from the acceptance of the Offer Letter and the remaining 80% before delivery. The payment method for product parts (SAT and CAM, among others) and Services will be detailed in the Offer Letter. In case of cancellation of the order, the 20% deposit will not be refundable in any case.
- 4.4 Any bank fees and fees associated with the method of payment will always be at the Customer's expense.
- 4.5 METOSA will not begin processing the Order until it receives the advance payment from the Professional and will only deliver the Products to the Customer if, at the time of their availability, it has received the full payment of the price of the Products.

5. Delivery

5.1 Term

- 5.1.1 Any dates or terms that may be indicated by METOSA (in the Letter of Offer, in the proforma invoice or in any other contractual documentation or communication) will not, in any case, be considered as being essential in nature and, consequently, will be considered as an estimate or approximate, without implying a commitment to deliver the Products on a specific date and without, consequently, the Customer being able to reject the delivery made beyond the term indicated on an estimated basis.
- 5.1.2 Regardless of their nature, the delivery times for the Products shall begin to be calculated from the day following METOSA's receipt of the advance provided for in clause 4.3. The delivery time shall be deemed complete when the Products are made available to the Customer or, where applicable, to the carrier, at the agreed place.
- 5.1.3 Failure to deliver the Products on the date or within the estimated period reported by METOSA cannot be construed as contractual breach by METOSA or, consequently, cause of total or partial termination of the contract by the Customer, nor, nor, generate the right to compensation even if the Customer enters into agreements with third parties.

5.2 Transmission of risk

- 5.2.1 Unless the Parties agree otherwise in writing, the delivery and transmission of the risk shall be deemed EX WORKS in accordance with Incoterms 2010. In this way, it shall be understood that METOSA fulfills its delivery obligation by making the Products available to the Customer at the door of the METOSA warehouse, located in Partida de la Sierra s / n, Castejón del Puente (Huesca), immediately before their loading for transportation, which will be considered, for all purposes, the place of performing all contractual obligations.
- 5.2.2 By express agreement of the Parties, METOSA shall take it upon itself to ship the Products to the Customer's facilities. In this case, any shipping or transport agreements will be made by the Customer, following their instructions, in which case, all taxes, fees, tariffs or other charges or costs, such as those of transportation, that are generated shall be borne by the Customer. For all legal purposes, METOSA shall act as a commission agent. METOSA shall make reasonable

commercial efforts to ensure that the Products are sent in compliance with the shipping schedule proposed by the Customer but will in no case be responsible for not complying with said shipping schedule. In any event, the transmission of the risk will be understood as having been carried out EX WORKS in accordance with Incoterms 2010 at the time of placing the Products at the carrier's disposal at the door of the METOSA warehouse, located in Partida de la Sierra s/n, Castejón del Puente (Huesca), immediately before loading for transportation.

6. Receipt of the Products

- 6.1 The receipt of the Products shall be understood as having taken place at the moment at which the Customer or the carrier takes possession of the Products at METOSA facilities.
- 6.2 The Customer will review and carry out the recognition of the Products, in terms of quality and quantity, as soon as possible after receipt of the same. If customer within ninety-six (96) business hours following receipt of the Products, it does not notify METOSA of its dissatisfaction with the type and/or quality of the Products received, the Products shall be deemed to be compliant and definitively accepted, Customer waives any claim.
- 6.3 If the Customer does not collect or receive the Products or part thereof on the agreed dates/times and places, METOSA may, at its option, (i) cancel such delivery and any other outstanding, and may claim to the Customer all losses, damages and damages suffered; or (ii) store the Products for any cost, cost and risk of the Customer, in particular, if within 30 days from the agreed date/time the Customer does not collect or receive the Products or part of them the cost of the storage will be 0.5% per month on the sales value according to the catalog of the stored products up to a maximum of 2 months. If in the indicated period the client does not settle the economic obligations that they accept through this contract, the seller may demand compliance with the contract through legal channels and the damages and losses caused, without prejudice to the Customer having to pay all additional costs and expenses storage entails and will bear the risks of loss and/or deterioration thereof.

7. Commissioning

- 7.1 Commissioning is the sole and exclusive responsibility of personnel approved and authorized by METOSA and may only be carried out by personnel approved and authorized by METOSA.
- 7.2 The personnel approved and authorized by METOSA in charge of carrying out the start-up will send METOSA the duly completed certificate of start-up of the products. The Customer must activate the guarantee of their Product by accessing the METOSA website.
- 7.3 Commissioning by personnel not approved and authorized by METOSA will be grounds for cancellation of the Guarantee.
- 7.4 METOSA does not assume in any case the electrical onslaught, leveling and preparation of the land that will be the sole and exclusive responsibility of the Customer, which must be carried out before the application of the personnel to carry out the commissioning is presented.

8. Domain reservation

- 8.1 METOSA shall retain the ownership of the Products, including its accessory parts, until the full and effective receipt of the payments agreed upon with the Customer.
- 8.2 The Customer authorizes METOSA to register the retention of ownership in public records or files and will be required to provide their signature if it is required for such a purpose.
- 8.3 Should the Customer fail to comply with any of its contractual obligations and, in particular, any of its payment obligations, without prejudice to any other actions that attend it, METOSA will be empowered to recover possession of the Products directly, removing them from the place where they are deposited, without the need for any judicial resolution to intercede.

9. Commercial guarantee

- 9.1 Specific warranty conditions are delivered to the Customer together with the Products or together with the invoice for the provision of the Services.
- 9.2 METOSA will oversee carrying out the repairs and/or assistance of the Products during the Warranty period.
- 9.3 METOSA will replace or repair the non-conforming parts, or assemblies within the guarantee

period, with the costs of transportation and installation in the Machine being the responsibility of the Customer. If the Customer requests the displacement of METOSA technicians to assist a Machine in the warranty period, all travel expenses and per diems derived from the intervention will be borne by the Customer.

- 9.4 Warranty Exclusions. The guarantee does not cover damages, defects, defects, causes due to:
- 9.4.1 Parts or components subjected to wear due to normal use.
 - 9.4.2 Defects due to non-compliance with the operating guidelines included in the user manuals supplied with the Product.
 - 9.4.3 Damages and defects caused during transport when this is the responsibility of the Customer.
 - 9.4.4 Damages due to modifications and repairs of the Products carried out by personnel outside or not approved by METOSA.
 - 9.4.5 Defects caused by external agents such as floods, storms, fire, exposure to heat or cold, or any other agent external to the Products themselves.
 - 9.4.6 Damages due to the use of inappropriate components not accepted by METOSA but assembled by the Customer and used together with the Products.
 - 9.4.7 Damages caused by variations in the quality of the electrical supply (voltage, frequency, cuts, etc.)

10. Responsibility

- 10.1 METOSA shall not be liable for the technical unsuitability of its Products to the technical application intended by the Customer or the total or partial non-achievement of the production objectives envisaged at the time of purchasing the Products. Any technical advice, test or trial conducted during the purchase process by METOSA is carried out in good faith but lacks any guarantee or contractual nature.
- 10.2 METOSA will only answer for proven damages that are imputable to them and that are a direct consequence of an event that is foreseen or foreseeable at the time of signing the contract of sale.
- 10.3 The maximum limit of compensation shall be double the price at which the Product in question comes to, excluding any expenses, bonuses, levies, taxes or excise taxes of any nature other than the Price of the Products, considered by themselves.
- 10.4 METOSA shall not accept any liability for loss of profits or consequential damages arising from products sold that reveal any kind of lack of conformity within the warranty period because of periods of inactivity.

11. Intellectual and industrial property

- 11.1 The Customer acknowledges that the ownership of METOSA trade name and trademarks and of all the signs with which its Products are distinguished, belongs and will continue to belong to METOSA.

12. Customer's failure

- 12.1 In the event of non-compliance or lack of timely or adequate compliance with any of the Customer's obligations, METOSA shall have the right to (i) request specific compliance with the obligation that has not been fulfilled; or (ii) totally or partially terminate the contract or suspend its execution in whole or in part, being able to claim in both cases any damages suffered. The above shall be carried out by means of reliable notification, without the need for further warning of non-compliance or judicial intervention, and without METOSA having to answer for the damages that the resolution or suspension could cause to the Customer; all this without prejudice to all other rights that METOSA may retain.
- 12.2 Termination of the contract will mean the early maturity of all the amounts owed by the Customer to METOSA for this or other purchases, which will thus become liquid, past due and demandable.
- 12.3 METOSA, at its choosing, may demand (i) the payment of the amounts owed, increased at the interest rate applied by the European Central Bank to its most recent principal financing operation carried out before the first day of the calendar semester in question, plus eight percentage points; or (ii) claim the immediate return of the Products, which the Customer obliged to return to METOSA at first request, with the Customer being responsible for all transportation and return expenses.

13. Force Majeure

- 13.1 For the purposes of these GCS, force majeure shall be produced when there is any contingency, circumstance or cause beyond the control of the party that invokes it, including, but not limited to the following circumstances: rioting, war, disturbances, fires, floods, earthquakes, storms, explosions, strikes, closures, stoppage of machinery or factory, impossibility of obtaining raw materials, equipment, energy or transportation.
- 13.2 If, due to force majeure, any of the Parties is unable to fulfill any contractual obligation other than that of the payment of the price or collection of the Products, said Party is exonerated from its compliance, provided that it notifies the other Party in writing within a period of seventy-two (72) hours from the date of occurrence of the event, indicating the beginning and the nature of the force majeure situation. From the moment in which the other Party receives the aforementioned communication, the contract of sale shall be suspended, excluding the right to claim any kind of compensation. The party invoking force majeure must send immediate notification after the ending of the cause that gave rise to it.
- 13.3 If the event lasts more than thirty (30) days from the date of occurrence of the event, the contract of sale may be terminated by any of the Parties by written communication, excluding the right to claim compensation of any kind.
- 13.4 METOSA shall not be liable to the Customer for any loss or damage arising from non-compliance or failure to timely or fully comply with their obligations due to force majeure.

14. Confidentiality

- 14.1 The Parties agree to maintain the terms of these GCS and any Letter of Offer or acceptance thereof confidential, as well as the terms and conditions and the documents and information derived or related or arising from the commercial relationship, and therefore cannot reveal any of its aspects to any third party other than those that make up its management body or its senior management, or those who participate professionally in the negotiation.

15. Protection of personal data

- 15.1 The personal details of the Customer will be processed by METOSA, whose identification data and contact address are included in Clause 17 of this GCS, as data controller. METOSA Data Protection Officer can be contacted at Partida de la Sierra s/n, Castejón del Puente (Huesca) and at info@metosagroup.com.
- 15.2 Personal data may be processed for the following purposes:
- a) For the execution of the contract. The processing is strictly necessary for this purpose and its legal basis is the execution of the contract itself.
 - b) To send the Customer advertising of METOSA products or services, providing the owner of the data gives their consent for this. The legal basis of this processing is the consent of the data subject, who may revoke this at any time.
[] Tick here if you consent to the processing of your data in order to receive commercial information of METOSA products and services.
- 15.3 No automated decisions that may affect the Customer will not be made. The data will be stored throughout the time of validity of the contract and for the time necessary to comply with the legal and contractual obligations related to the execution of the contract and, where appropriate, to comply with the purpose of sending advertising.
- 15.4 The data will only be processed by METOSA and by those third parties to whom it is legally or contractually obliged to communicate them (as is the case of third party service providers to whom a service related to the management or execution of the contract has been entrusted).
- 15.5 Data subjects may exercise the rights to request access to their personal data, rectification or deletion, limitation of processing, portability of their data and their right to object to the treatment, by sending a written communication to METOSA at the address specified in the Letter of Offer or at that indicated in writing to the Customer. In addition, they may submit a claim to the competent data protection authority.

16. Notifications

- 16.1 Notifications will be sent to the address indicated by the parties or to the business address.

Notifications will be made by any means that allows proof of the content and of the correct receipt of the same, including by e-mail.

17. Language

- 17.1 In the event of any discrepancy between texts in Spanish and texts in any other language of the contract or any other documentation referring to the sale of the Products, the text in Spanish will prevail.

18. Applicable law and competent jurisdiction

- 18.1 Any contract submitted to these GCS will be governed and interpreted in conformity with Spanish laws, excluding the 1980 Vienna Convention on the International Sale of Goods.
- 18.2 The Parties expressly waive any forum or jurisdiction to which they may be entitled, and agree to submit to the Courts and Tribunals of the city of Monzón (Huesca, Spain) for any dispute or litigation arising from the validity , interpretation, fulfillment or execution of the Contract, the GCS, as well as the acts or transactions considered in them.