

## **AZOL GAS, S.L. GENERAL TERMS AND CONDITIONS OF SALE**

### **1. Purpose and scope of application**

These General Terms and Conditions of Sale (hereinafter the “General Terms and Conditions”) shall govern the contractual relations between AZOL GAS, S.L. (hereinafter, “AZOL GAS”) and its customers and/or distributors (hereinafter, the “Customer”), and they are applicable to any sale that AZOL GAS makes of any of its products (hereinafter, the “Product”).

The Customer unreservedly accepts the General Terms and Conditions on accepting an offer from AZOL GAS or on placing an order for Products, having prior knowledge of their contents due to AZOL GAS having provided them with a copy of the General Terms and Conditions in the context of their commercial relationship, as well as the publication thereof on the website <http://www.azolgas.com/es/>. The General Terms and Conditions exclude the application of any General Terms and Conditions of Purchase specific to the Customer.

Therefore, the offers and/or orders for Products shall be governed by the General Terms and Conditions; and they shall be supplemented, where applicable, by the special terms and conditions that may be agreed between AZOL GAS and the Customer. These special terms and conditions shall prevail over the General Terms and Conditions only when AZOL GAS has expressly accepted them in writing.

### **2. Formulation of offers and orders**

Unless stated otherwise in the offer itself, all offers from AZOL GAS shall be valid for 30 days from the date on which they are made.

The Customer shall send AZOL GAS the order for the Products in writing specifying the Product type, quantity and required delivery date. The order must be accepted in writing by AZOL GAS, so that the sales agreement for the Products can be finalised and made binding. Once an order has been accepted by AZOL GAS, the Customer may not make any full or partial cancellation thereof, unless expressly agreed in writing with AZOL GAS.

AZOL GAS has no obligation to accept any order and, therefore, it reserves the right to reject an order without incurring any liability in this respect.

### **3. Delivery**

AZOL GAS shall make every effort to fill and supply the orders for Products within the deadlines agreed with the Customer. In this respect, the delivery deadlines for orders of Products shall be understood as set on the basis of estimate, and therefore AZOL GAS shall not be liable with respect to the Customer for any delays in the delivery of the Products.

Likewise, AZOL GAS may make partial deliveries of the order, with each partial delivery accruing the corresponding payment obligation for the Customer.

Unless agreed otherwise in the offer or the order, AZOL GAS shall deliver the Products according to the valid Incoterms® 2010 EXW rules, at the AZOL GAS facilities or warehouse.

The risk of damage to or loss of the Products shall be transferred to the Customer at the time of their delivery in accordance with the Incoterm that applies. Ownership of the Products shall be transferred to the customer when the product has been delivered according to the Incoterm that applies and the Customer has fully met its payment obligations with the Vendor (including any late payment interest that may be incurred, derived from lack of payment on the maturity date).

#### **4. Price and payment terms**

The selling prices of the Products shall be those that are defined in the offers and, where applicable, in the AZOL GAS catalogue of prices that has been provided to the Customer at any time; or in the special terms and conditions agreed between AZOL GAS and the Customer. The corresponding taxes must be added to these prices.

The prices shall be understood to include everything that AZOL GAS must provide or carry out in order to deliver the Products in accordance with these General Terms and Conditions.

AZOL GAS may modify the selling prices of the Products at any time. Any modification of the selling price shall not affect orders for Products in process, which have been previously accepted by AZOL GAS. In the event that the Customer places an order for Products with the incorrect price, AZOL GAS shall inform it of the correct price and, where applicable, its acceptance on processing the order, and the Customer must expressly confirm it (with the correct price) within the next two days.

Unless agreed otherwise, the Customer shall pay the price corresponding to each order for the Products, by bank transfer, within 60 days, from the date of the invoice that AZOL GAS shall issue for this purpose, after the date of shipping of the Products.

In the event of full or partial non-payment of the price of any order for Products, on the maturity date, the amount due and not paid shall accrue the corresponding late payment interest without the need for a reminder or any notification from AZOL GAS. Furthermore, AZOL GAS shall be authorised to suspend or cancel the pending deliveries of Products to the Customer in the event of failure to pay for the order for which payment is due, or to require payment in advance for any new order.

AZOL GAS reserves the right to full ownership of the Products sold until full and effective payment by the Customer of the price and the amounts invoiced. As a result, until full payment of the amounts invoiced is made, the Customer shall merely be a custodian of the Products, without this involving exoneration from the liability regime derived from the delivery and transfer of possession.

#### **5. Conformity and complaints**

Conformity of the Customer, regarding the amount of the Products delivered with respect to a specific order, shall take the form of signature of the corresponding delivery note at the time of their delivery. If the Customer does not make a complaint about a possible defect in the quantity at the time of receiving the Products, AZOL GAS shall assume no liability whatsoever.

The Customer shall examine the Products, as soon as possible after receipt, in order to verify their conformity with the type of Product set out in the order, and the absence of visible defects therein. In any case, after delivery of the Products, the Customer shall have a period of 15 days to submit a claim to AZOL GAS due to a difference between the type of Products delivered and those ordered or due to the existence of a visible defect in them. If the Customer detects a possible internal or underlying defect in the Products, the time limit that they shall have for presenting a claim to AZOL GAS shall be 120 days after delivery.

Product Warranty.- Unless there is an express stipulation otherwise included in the offer or acceptance of the order, AZOL GAS guarantees the operation of the Products without any defects in materials, manufacture or assembly for a period of one (1.-) year from the delivery date.

The Customer shall immediately notify the Vendor in writing before the end of the warranty period about the existence of a defect, and must include, at minimum but not exhaustively, the following information: the serial number and the installation date -

AZOL GAS, at its discretion, shall repair or replace the items that are acknowledged as being defective. Any replacement of the Product shall not involve the return of the non-compliant Products, unless AZOL GAS expressly authorises or requests this. In no case shall the Vendor take responsibility for repairs or replacements carried out by personnel not belonging to AZOL GAS.

The warranty does not include any damage, breakdowns or breakages occurring in the Products due to (i) normal wear and tear from using the Products; (ii) misuse (which includes but is not limited to, use contrary to the instructions of AZOL GAS or for purposes other than those for which the Products are designed, etc.) and/or inappropriate storage, installation, safekeeping, operation and maintenance of the Products; (iii) incorrect or negligent handling or defective assembly; (iii) external factors such as disruptions to the electricity supply; (iv) alteration or repair of the Products carried out by personnel not authorised by AZOL GAS (v) improper installation by a third party or by the Customer and (vi) any other cause of incorrect operation or damage due to causes not attributable to AZOL GAS.

The Customer is solely liable (i) for the choice of the Product that is subject to sale, ~~as well as~~ for the use or function for which it is intended, (ii) as well as for compliance with the regulations and standards that apply in the country in which it is used). Therefore, AZOL GAS accepts no liability nor does it guarantee that the Product is the appropriate one for the technical applications intended by the Customer, nor that it complies with the regulations that apply in the country in which it is used. The advisory services of AZOL GAS do not release the Customer from its obligation to test the Product supplied to determine its suitability for the processes and uses for which it is intended.

AZOL GAS shall not accept any claims that it receive after the end of the time limits stated above. If the claim from the Customer is justified and received within the time limit, AZOL GAS shall solely and exclusively have the obligation to replace the defective Products with others to substitute them, and it shall not be liable for any damage or harm that may be caused to the Customer due to delay or failure to deliver compliant Products, and in particular loss of earnings,

production losses or loss of profits, in accordance with the provisions of clause 6, below. The guarantees contained in this Clause replace the application of articles 1484 to 1499 of the Spanish Civil Code in relation to the Vendor's liability for hidden defects, being the exclusive remedy, and they replace any other written, verbal, tacit or legal guarantees and conditions.

## **6. Limitation of Liability**

AZOL GAS shall not be liable in any case for incidental, indirect or consequential losses or damages, punitive or exemplary damages, loss of earnings, production losses, loss of income or profits, loss of opportunity, costs of inactivity, delays and claims from customers of the Customer.

The full liability of AZOL GAS for any reason, including but not limited to that corresponding to the product warranty, shall not in any case exceed the price of the Product that incurred the liability contained in the corresponding Order.

The Customer shall be solely liable, exonerating AZOL GAS, for any damage or liability, including with respect to third parties, that may occur as a result of inappropriate use, storage, safekeeping, handling or conversion of the Products. AZOL GAS shall not in any case be liable with respect to third parties for causes unrelated to it, including failure by the Customer to comply with the regulations that apply.

## **7. Force Majeure**

AZOL GAS shall not be liable for failure or delay in complying with its obligations with respect to the Customer, if this is caused by any reasons due to unforeseen circumstances or force majeure that affect both AZOL GAS and its suppliers or carriers, including cases of strike, other labour or industrial contingencies, lack or impossibility of obtaining raw materials, etc. If the case of force majeure lasts for longer than 3 months, AZOL GAS or the Customer may consider the orders for Products in process as cancelled and without effect, without this giving rise to any reparation or compensation in favour of the Customer.

## **8. Intellectual and Industrial Property**

All know-how, patents, copyrights, designs or other intellectual and industrial property rights, whether registered or not, and made available or developed by AZOL GAS during the validity of the corresponding contractual relationship, shall be the property of AZOL GAS, or of its Suppliers and/or licensors, where applicable.

The Customer shall abstain at all times from acting in a manner that infringes the Intellectual and Industrial Property rights of AZOL GAS, including, but not limited to (i) copying, modifying, carrying out reverse engineering, assigning or sub-licensing the Intellectual and Industrial Property of AZOL GAS (unless expressly authorised to do so in writing by AZOL GAS), (ii) registering or attempting to register rights that compete with the Intellectual and Industrial Property rights of AZOL GAS, (iii) using the Products in infringement of the legislation in force or for purposes other than completion of the order.

None of the contents of this document may be interpreted as the Customer receiving any licence or right with respect to the Intellectual and Industrial Property rights -whether they are registered or not- inherent in the Products manufactured or sold by AZOL GAS.

## 9. Miscellaneous

**Confidentiality.**- The Parties undertake to treat with the strictest confidentiality all documents, data, materials, designs and information provided by one of them to the other and not to disclose them to any third party, or to use them for any purpose other than the completion and development of supply of the Products and where applicable, provision of services, unless there is prior consent in writing from the other party.

**Personal data protection.**- In accordance with the provisions of the General Data Protection Regulations, in Organic Law 15/1999 on personal Data Protection and the implementing regulations, the data that the Customer provides within the framework of the commercial relationship shall be incorporated into the customer files of AZOL GAS, for the purpose of fulfilling the commercial relationship, with AZOL GAS being authorised for processing and transferring it exclusively to companies belonging to the same commercial group as the one to which it belongs. The rights of access, rectification and revocation of consent may be exercised by the Customer, by contacting AZOL GAS, at its registered office at Polígono Industrial Júndiz, calle Landaluzea 7, Vitoria, Spain. The Customer undertakes to adopt the technical and organisational measures that guarantee the security of the data that it may receive from Azol Gas, as well as not to alter or allow unauthorised access to it.

**Regulations regarding export control.** The Customer acknowledges that the Products manufactured or sold by AZOL GAS may be subject to local or international standards or regulations related to export control or subject to international agreements. The Customer undertakes to comply with the above-mentioned legislation or agreements in the event that it exports any of the Products manufactured or sold by AZOL GAS.

**Independence of the parties.**- The Customer states that it is an independent company with its own, sufficient organisation and administration and it is free to choose its customers and is therefore solely liable and assumes the risk and responsibility of the activity that it carries out. The customer acknowledges and accepts that AZOL GAS does not in any way or under any circumstances hold the status of employer, boss or company with respect to the Customer or with respect to the workers contracted on a freelance basis or placed on the payroll by the Customer, who directly or indirectly provide services to it.

**Compliance with required obligations.**- The Customer states and guarantees that at the time of accepting these terms and conditions it is fully up-to-date with the payment of its obligations with third parties, including, but not limited to, those related to any Public Administration and/or entity depending on it, and in particular with the Spanish Social Security and Tax Agency.

**Ethical conduct.**- The Customer states that it is familiar with the Azol Gas Code of Ethics and Conduct, which is published on its website <https://azolgas.com/en/company-azolgas/integral-business-management-policy-gas-spring>

and has been made available to the Customer at the time of being registered in its system. The customer undertakes to respect and fully comply with the values, ethical principles and obligations contained therein, as well as the crime prevention measures adopted by AZOL GAS. AZOL GAS has a confidential whistleblowing channel, available to the Customer, for the reporting and collection of information about acts that may allegedly constitute crimes or contravene the Code of Ethics and Conduct, for which a specific Complaint Form is available on the above-mentioned website. [https://azolgas.com/images/products/pdf/claim\\_form.pdf](https://azolgas.com/images/products/pdf/claim_form.pdf)

The Customer expressly states that it has been informed that AZOL GAS maintains a zero-tolerance policy towards any activity which, as applicable, could be considered ethically reprehensible and, in particular, but not limited to, those that could be considered corruption, bribes and kickbacks, whether they affect individuals, companies or holders of public office. The Customer guarantees in this respect, compliance with all the laws, treaties and standards regarding anti-corruption, prevention of money laundering, fraud or similar activities that may apply, whether national or international.

The obligations contained in this clause shall constitute essential contractual obligations.

If the Customer fails to comply with the standards or breaks the law repeatedly and does not demonstrate that it has rectified any breach or has taken appropriate measures to avoid them in the future, this shall be considered a fundamental breach of the contract with AZOL GAS. Any action that contravenes the AZOL GAS Code of Ethics and Conduct or the commitments adopted by the Customer in this clause may lead to the early termination of the contractual relationship, without prejudice to any other liability that may apply.

#### **10. Applicable Law and Competent Jurisdiction**

The contractual relations between AZOL GAS and the Customer, which are the subject of these General Terms and Conditions, shall be governed exclusively by Spanish Law, with express exclusion of the Vienna Convention on the International Sale of Goods.

To resolve any disputes that may arise from the contractual relations that are the subject of the General Terms and Conditions, AZOL GAS and the Customer submit, with express waiver of any other jurisdiction that could correspond to them, to the exclusive jurisdiction of the Law Courts of the city of Vitoria, Spain.