

TERMS OF SALE

1. General Provisions

The sale of the products and services of Giró GH, S.A (hereinafter, the Seller) is made in accordance with the following Terms of Sale which the purchaser declares to know and accept when receiving an offer from Seller, except as expressly otherwise agreed in the corresponding offer or on acceptance of the order, which shall prevail over these terms.

2. Intellectual property

The intellectual property of the offer and of any accompanying information and of the products supplied, as well as the elements, plans, drawings, software, etc., included therein or related thereto, belongs to the Seller or to its suppliers, and therefore the use thereof by the Purchaser for purposes other than completing the order, and the total or partial copying thereof or assignment of use to third parties, without the prior express consent of the Seller, is expressly prohibited.

3. Formalization of orders

The scope of the supply will be clearly specified in the Purchaser's order. In order to be considered effective, the order must be accepted by the Seller, except in cases where, due to the regular nature of the supply, this requisite has been eliminated by mutual agreement.

The supply only includes the products and services included in the order placed by the Purchaser and accepted by the Seller. Any other product, service, work or activity not explicitly included in the Purchaser's order will be to the Purchaser's account and obligation.

The weights, dimensions, technical specifications and configurations referring to the Seller's products included in catalogues, brochures, prospectuses and technical or commercial literature, both printed and electronic, are a guideline and are not binding, except in cases in which the Seller accepts a closed specification from the Purchaser, which has to form part of the order documents.

The Purchaser is entitled to ask the Seller, who is obliged to offer it, for a description of the characteristics of the product to be sold.

Any modification or variation of an order must be communicated to the Seller always in writing and, in order to be valid, must be expressly accepted by the Seller.

4. Prices

The prices of the products will be agreed upon, according to ruling rates and conditions, on formalization and acceptance of the order by the Purchaser and Seller, respectively. The invoice will include taxes or duties indicating the corresponding rates. Unless otherwise stipulated on the order, the prices do not include packaging in the case of equipment, nor transport, loading and unloading, insurance and are considered located at the Seller's factory, except in supplies to mainland Spain, which will be to the Seller's expense. Prices are only valid for the order for all the materials or services specified in the offer.

In the event of offers prior to the order, the prices offered are valid for one month and will be deemed fixed during this period, unless the supply offered consists of imported equipment subject to exchange rate contingencies or to the payment of tariffs and duties, in which case the offer price would be adjusted in line with such variations.

5. Terms of payment and Retention of Title

The Seller's offer, or in the event that no such offer exists, the Purchaser's order accepted by the Seller, will include the terms of payment of the supply. Previously specified payment terms may also be used in the context of a continuous commercial relationship between the Purchaser and the Seller.

Payment will be made under the agreed conditions, to the Seller's bank account or using another agreed procedure. Payment will be made with no deductions such as: non-agreed withholdings, expenses, taxes or charges or any other deduction.

In the event of delay in payments by the Purchaser, it will have to pay the Seller, with no need for a demand, as of the due payment date, late-payment interest on the delayed payment, which will be calculated by applying an interest rate of Euribor plus 1% quarterly over the period of

delay. Payment of such interest does not release the Purchaser from the obligation to make the rest of the payments under the agreed conditions.

In the event that the Purchaser incurs in delays in the agreed payments, the Seller may suspend the supply or the performance of the services, notwithstanding demand for payment sent to the Purchaser. The Purchaser may not claim any additional compensation for such a halt in the supply or the services.

The presentation of a complaint by the Purchaser does not entitle the Purchaser to suspend or make any deduction whatsoever from the committed payments.

The Seller reserves title to the product sold until full payment has been made, as well as any late-payment interest or financing.

6. Term of delivery

The term of delivery is understood for the product placed in the position and in the conditions indicated on the acceptance of the order. In the event that the position of delivery is not specified, the supply will be deemed placed at the factory or warehouses of the Seller. In order for the term of delivery to be binding on the Seller, the Purchaser must have complied strictly with the schedule of payments, as the case may be.

The delivery term will be modified when:

- The purchaser does not hand over in time any documentation necessary to perform the supply
- The Purchaser requires modifications to the order, which are accepted by the Seller, and which in the Seller's opinion require an extension to the term of delivery
- To carry out the supply it is essential for work to be performed by sub-contractors of the Seller who have not completed such work in time
- The Purchaser has breached any of the contractual obligations of the order, particularly with regard to payments.
- For reasons not directly attributable to the Seller, delays occur in the production or availability of any or all of the elements of the supply. This includes, but is not limited to the following causes of delay: strikes in the sector, of suppliers, transporters and service, breakdowns in the supplies of third parties, breakdown in transport systems, floods, unrest, strikes or stoppages by employees of the Seller or its sub-contractors, sabotage, accidental stoppages, breakdowns, etc..

7. Preparatory work and facilities for the performance of the Services

The Purchaser must carry out appropriately, in time, at its own account and under its own risk, the preparatory work necessary so that the Seller can perform the Services under the conditions and within the terms agreed: accesses, mechanical or human elements for the movement of elements, electricity and compressed air connection, assembly or prior installation and works in general. Furthermore, the Purchaser must deliver to the Seller the necessary documentation (drawings, plans, specifications,) and adequate planning of the work under its responsibility, so that the Seller can carry out correct and non-interfered performance of the contracted Services.

If the Purchaser provides necessary auxiliary staff for work related or complementary to the Service, such personnel shall be duly qualified and the Purchaser is responsible for ensuring compliance by such personnel with all the legal and labour obligations under ruling legislation and that such personnel comply with all health and safety at work measures. In any case, the Seller has no liability whatsoever in relation to such work.

The Purchase must obtain, at its own expense and under its own responsibility, all the necessary permits and authorizations so that the Services can be carried out by the Seller in accordance with applicable regulations.

8. Packaging and transport

Unless otherwise agreed in advance with the Purchaser, the packaging of equipment (machinery) will entail an additional charge on the selling price, and may not be returned. In consumables and spare parts for machinery, the packaging is included in the price of the product.

Except for supplies to mainland Spain, or prior agreement with the Purchaser, transport, including loading and

unloading, is carried out at the cost, risk and account of the Purchaser, and therefore the Seller is unrelated to any claim in respect of damages or loss of the supply, such risks being to the Purchaser's account.

9. Returns and complaints

The Seller shall not accept returns of material in any circumstances without a prior agreement in this regard with the Purchaser. A term of 7 days is established after the supply is received by the Purchaser for the Purchaser to notify the Seller of its intention to return items and the reasons for doing so and agree with the Seller the acceptance of the return and the procedure to be followed. In any case, returns and complaints by the Purchaser to the Seller must be made in writing in an attestable form.

The Seller will not accept returns of material that has been used or is not in the same condition as it was delivered unless it has accepted a complaint for reasons of quality.

The Seller will also not allow returns of products that have been specifically designed or manufactured for the order. The returns that the Purchaser makes to the Seller must be done carriage paid unless the return is related to a complaint for reasons of quality or an error in supply, in which cases carriage will be paid by the Seller.

10. Designs of printed material

The Seller declines all liability in respect of copying or plagiarism in the production and sale of printed material requested by the Purchaser, the latter being responsible for appropriate use of the designs, trademarks, logos, photos, etc. entrusted to the Seller.

The Seller undertakes, in turn, not to use designs that have come into its possession for any purposes other than those for which they have been entrusted to it.

The designs of the printed material done by the Seller are its property and the Seller reserves the right to take the legal action it considers appropriate if they are copied or plagiarized by third parties.

11. Warranties

Unless expressly stipulated otherwise in the offer or acceptance of the order, the Seller warrants the products it has supplied in relation to manufacturing defects for a period of six months as of the date of receipt of the supply. The warranty consists of the free repair or replacement (at the Seller's choice) of any elements acknowledged to be defective, either on account of defects in material, manufacturing or assembly defects. Repairs (in the case of equipment) are deemed carried out at the premises (factories, workshops, warehouses, branches,...) of the Seller except for supplies made to mainland Spain, where repairs will be carried out at the premises of the Purchaser unless the nature of the repair requires that the equipment to be repaired be brought to the Seller's premises. Unless prior agreement has been made with the Purchaser, the transport of defective items for repair or of replaced parts under warranty will be to the Purchaser's expense. Breakdowns or breakages occurring as a result of improper use, negligence, external agents (such as disturbances in the electricity supply, etc.) or lack of maintenance and knowledge of the product by the Purchaser are excluded from the warranty. Elements that suffer normal wear and tear or have to be replaced regularly under normal conditions of use are also excluded from the warranty.

12. Limitation of liability

The Seller will not accept liability for any secondary effects due to the use of the products in conditions or circumstances other than reasonably foreseen normal conditions of use.

The Seller will not be liable in any case for any indirect damages that may arise as a result of the supply; this includes, but is not limited to, loss of production, loss of profit, capital cost, cost of stoppages, breakdowns or shutdowns of the equipment or defects in the products supplied, deterioration of equipment, systems and buildings of the Purchaser or third parties, accidents at work, accidents and incidents against the Environment, etc..

The Seller's total liability deriving from the supply is limited to the value of the supply that has given rise to the claim.