

GENERAL SALE CONDITIONS

1. Application of the General Conditions

1.1. These General Sale Conditions (hereinafter, the "GC") will regulate and govern the contractual relationship between SABACAUCHO SAU and its customers, will be applicable to all orders and estimates accepted by the customer and will automatically be considered a contract between the parties, applicable from the moment of acceptance.

1.2. Unless otherwise expressly stated, the acceptance of an estimate or the request of an order implies prior knowledge and express acceptance of these GC which will be applicable in all its terms, either because SABACAUCHO SAU has provided a paper copy of them or because they are posted on the website, www.sabacaucho.com

1.3. These GC will prevail over the Buyer's General Purchase Conditions.

2. Products description

2.1. The description of the products and their specifications will be included in the project entrusted to SABACAUCHO SAU.

2.2. SABACAUCHO SAU products CANNOT be placed in contact with foods destined for human or animal consumption or be used for medical and/or pharmaceutical applications, unless expressly stated otherwise.

3. Purchase Orders

3.1. Any Purchase Order will be considered an irrevocable purchase proposal by the Buyer once accepted by SABACAUCHO SAU.

3.2. The Customer will send SABACAUCHO SAU the product orders in writing (by fax, email or post, for example) or in person by completing and signing the order form.

4. Delivery

4.1. The products will be delivered according to Incoterms 2010, as agreed with the customer and with all technical documentation. The delivery period may be modified according to the circumstances.

4.2. SABACAUCHO SAU will endeavor to deliver the products within the established period, which will be considered as an estimate and not binding upon SABACAUCHO SAU, as it does not guarantee compliance with it.

4.3. In the absence of a delivery location, this is understood to be the factory or warehouses of SABACAUCHO SAU.

4.4. For the delivery period to be binding upon SABACAUCHO SAU, the Buyer must have complied strictly with the payment program.

5. Risk transfer

5.1. Risk will be transferred according to the agreed INCOTERMS.

5.2. Any claims against the carrier must be made immediately on the delivery documents in the possession of the carrier and be confirmed to the carrier by a registered letter with a receipt acknowledgment within 3 working days of the delivery date.

6. Packaging

6.1. Products must be packed appropriately by SABACAUCHO SAU with the SABACAUCHO SAU labels and trademarks, taking into account the delivery conditions and the transport used.

7. Billing and payment

7.1. Invoices must be issued by SABACAUCHO SAU in accordance with the Purchase Orders.

7.2. Payment will be made under the conditions agreed via the SABACAUCHO SAU bank account or another agreed procedure.

7.3. If the Buyer fails to comply with its partial or total payment obligations and/or incurs a delay in payment, SABACAUCHO SAU may temporarily or permanently suspend the delivery of the Supply or implementation of the services associated with it, without prejudice to requiring the Buyer to make any overdue payments and claiming additional compensation, if necessary.

8. Prices

8.1. The prices of the products will be as indicated on the SABACAUCHO SAU price lists and estimates in force on the delivery date, unless the Parties agree otherwise and this is indicated on the Purchase Order.

8.2. The prices indicated in the offer are understood for the payment terms it specifies. If the conditions are modified, the offer prices will be revised.

9. Duration

9.1. The contractual obligations between SABACAUCHO SAU and its customers will come into effect when the estimate or request for an order by the Buyer is accepted and will expire on the contract termination date, without prejudice to the full validity and purposes beyond its validity of the indefinite duration obligations regulated in it, and of normal and complete compliance with all contractual obligations arising during its validity, pending compliance at the Contract termination date.

10. Contractual guarantee

10.1. SABACAUCHO SAU guarantees its products for a period of twelve months from the delivery date, unless an exception is made.

10.2. X-last® products are excluded from this guarantee and are governed by a specific guarantee.

10.3. The declared guarantee consists solely and exclusively of the repair or replacement of the defective components (at the option of SABACAUCHO SAU) within a reasonable time.

10.4. In no case will SABACAUCHO SAU be responsible for repairs carried out by personnel other than those of its organization.

11. Claims

- 11.1. The Buyer must check the products immediately upon delivery and verify their adequacy and quality.
- 11.2. Receipt of the merchandise to the satisfaction of the buyer is shown by its stamp and the signature of an employee on the delivery note from SABACAUCHO SAU (or a carrier subcontracted by it).
- 11.3. Only claims received by email, letter or fax will be accepted.
- 11.4. The deadlines for claims are:
- 5 days for a clear non-compliance in quality or quantity.
 - 10 days if the defect is only detected after exhaustive examination, before use.
 - 2 months in cases where the defect becomes apparent after a test or commissioning.

12. Liability

- 12.1. SABACAUCHO SAU will not exceed the basic contractual price for claims arising from its contractual obligations, unless an applicable mandatory law imposes a higher quantitative limit.

13. Ownership of goods

- 13.1. Equipment and materials supplied in the order will remain the property of SABACAUCHO SAU until the buyer's payment obligations are fully met.

14. Intellectual and industrial property

- 14.1. Intellectual property of the supply, in all its terms, all the information attached to it, the products subject to the supply and their incorporated or related accessories belong to SABACAUCHO SAU. Thus, their use by the Buyer for purposes other than completing the order and their complete or partial copying or transfer of use to third parties without the prior written consent of SABACAUCHO SAU is expressly not allowed.
- 14.2. The buyer assumes all judicial and extrajudicial damages, including sanctions that SABACAUCHO SAU has to uphold from the time the infringement occurs.
- 14.3. Unless otherwise agreed, all moulds and/or tooling, in general, ordered from SABACAUCHO SAU, are the property and under the ownership of SABACAUCHO SAU. Inclusion on the invoice of "Participation in moulds and/or tooling" or "Participation in moulds and/or tooling costs" refers, not to their co-ownership, but payment by the customer of the exclusive right to use them.

15. Force Majeure

- 15.1. If Force Majeure prevents SABACAUCHO SAU from fulfilling its contractual obligations, in whole or in part, compliance with these obligations will be suspended for a reasonable amount of time, according to the circumstances, without any responsibility attributable to SABACAUCHO SAU.

16. Confidentiality

- 16.1. The Parties must treat all documents, data, materials and information, provided by one of them to the other, as confidential and not disclose them to any third party or use them for any purpose other than the fulfilment and development of the Supply, unless the consent in writing of the other Party is given beforehand.
- 16.2. SABACAUCHO SAU will add the personal data the Buyer provides to the customer file, as well as any Buyer data obtained through available credit and solvency records or any other legitimate means.
- 16.3. SABACAUCHO SAU guarantees the necessary measures will be adopted to ensure the confidential treatment of these data and to prevent their alteration, loss, processing or unauthorized access in accordance with the provisions of current legislation.
- 16.4. Buyers who have data recorded in the SABACAUCHO SAU customer files may at any time exercise their right of access, rectification and, where appropriate, cancellation of the personal data supplied to the Seller by writing to sabacauchos@sabacauchos.com
- 16.5. The Buyer expressly authorizes the transfer of his personal data to associations that provide credit and solvency information services, to credit insurers hired by the company, and to include financial data obtained from financial reporting entities within this data treatment. The corporate name and address of these entities can be obtained by a request in writing to sabacauchos@sabacauchos.com

17. Termination

- 17.1. A serious or repeated breach of the contractual obligations related to each of the parties will be sufficient cause for the compliant party to terminate the Contract if the non-compliant party does not remedy the breach within the notified period, after being informed in writing.
- 17.2. If the Contract is reliably terminated by the Customer, SABACAUCHO SAU will have to terminate any work intended to fulfil the order. However, SABACAUCHO SAU will be entitled to claim duly justified financial compensation within THIRTY (30) days of the effective termination date, equivalent to the costs of the work carried out and/or in progress and the raw material used to fulfil the order.

18. Assignment

- 18.1. Only SABACAUCHO SAU will be authorized to subcontract the total or partial implementation of the products to third parties, as well as transfer all or part of its rights and obligations, including appointing a third party to replace it in compliance with its obligations.
- 18.2. However, the Buyer will not be authorized to transfer the agreement or rights and obligations arising from it to third parties without the written consent of SABACAUCHO SAU.

19. Applicable law and Conflict Resolution

- 19.1. These General Conditions will be interpreted for all purposes in accordance with Spanish Law.
- 19.2. Any lawsuit, action or procedure that may arise will be submitted by the Parties for the exclusive jurisdiction of the Courts of the city of Sabadell, to the exclusion of any other jurisdiction.