

TERMS AND CONDITIONS

1. OBJECT OF THE TERMS AND CONDITIONS

These Terms and Conditions regulate the commercial relationship between the CUSTOMER and FABELEC, S.L., with N.I.F. B-78829835 and registered office in San Fernando de Henares (Madrid), calle Montes de Toledo, Nave 44, Polígono Industrial San Fernando II (hereinafter, "FABELEC"), regarding the purchase of products manufactured by the latter based on the order placed by the CUSTOMER. The object of the contract is the purchase and sale of the product(s) manufactured by FABELEC. Any other service, such as installation, assembly or supply of additional materials is understood not to be included, unless the CUSTOMER has requested any or some of these ancillary services and FABELEC has expressly consented in writing to provide them. All sales of products manufactured by FABELEC are subject exclusively to the conditions expressed in this document and to the applicable legislation. Any modification to them shall not bind FABELEC unless it has been agreed between FABELEC and the CUSTOMER and is signed. These General Conditions shall be deemed to have been communicated to the CUSTOMER from the moment the CUSTOMER is informed of the website where they are located or receives an offer from FABELEC with reference to them. Alternatively, they shall be considered as communicated if the CUSTOMER received them previously during its commercial relationship with FABELEC; in such cases they shall be considered accepted by the CUSTOMER, to all intents and purposes, when placing its order.

2. ORDERS AND PERFECTION OF THE CONTRACT

Both parties shall be bound as soon as FABELEC accepts the order by sending the corresponding order confirmation. The sending of an order by the CUSTOMER does not determine the obligation of FABELEC to fulfil the order, even if FABELEC has previously submitted an offer. Any supplementary agreement and any subsequent modification requested by the CUSTOMER shall not take effect until accepted in writing by FABELEC. By placing an order, it is assumed that the CUSTOMER is aware of and accepts FABELEC's general terms and conditions of sale in force on the date of said order. Total or partial cancellations of an order can only be accepted after prior negotiation and after agreeing to compensate FABELEC for all costs incurred. In the event of partial cancellation, FABELEC reserves the right to invoice any difference in the sales price applicable to the quantity delivered at the time of cancellation.

3. PRICES

FABELEC will inform at all times of the price applicable to each product. The sale of the products will be carried out, in any case, for the price that appears in the offer at the time of placing the order.

4. TERMS OF PAYMENT

Unless otherwise agreed, the products are payable by bank transfer, promissory note or as otherwise agreed between the parties. The agreed payment deadlines may not be delayed under any circumstances. The CUSTOMER may not withhold any amount from the amount due within the agreed deadlines. FABELEC reserves the right to charge interest and collection costs on any

outstanding invoice not paid on the agreed due date, in application of articles 5 to 8 of Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions, as well as in application of Law 15/2010 of 5 July, amending the Law 3/2004 of 29 December. In the event of early termination of the contract for any reason, the CUSTOMER shall be obliged to pay immediately for all work carried out and products supplied, as well as to pay any damages incurred by FABELEC.

5. TRANSPORT

Transport costs shall be borne by the CUSTOMER, unless otherwise stated in the offer. Once the supplied materials have left its warehouses, FABELEC shall not be responsible for them or for the duration of their transport, unless the transport is its own. FABELEC accepts no liability for loss due to packaging, non-obvious damage, errors in delivery, discrepancies or total or partial loss of deliveries, unless FABELEC is notified in writing in a reliable manner within ten days of delivery of the supply, and after inspection by FABELEC. If, at the time of delivery, obvious damage is detected in the packaging or in the product itself, the CUSTOMER must state this in the delivery document that he/she signs to the carrier, otherwise no claims will be accepted for this reason. If the shipment or delivery is delayed for reasons attributable to the CUSTOMER for a period of more than one month, counting from the date on which the material became available, the CUSTOMER will be invoiced for the storage costs until its effective delivery. The provisions of this section shall not apply to the sale of consumer goods to consumers, which shall be governed by the provisions of the revised text of the General Law for the Defense of Consumers and Users and other complementary laws and any other concordant provisions that may be applicable and, in particular, but without limitation, with regard to the consumer's rights relating to the conformity of the goods sold with the contract, their repair, replacement, price reduction and termination of the sales contract. This is without prejudice to the fact that FABELEC's professional activity is not aimed at end consumers, but at businessmen and professionals.

6. TRANSFER OF RISK AND PROPERTY

The risk of loss or damage to the products shall be transferred to the CUSTOMER upon delivery to the CUSTOMER. However, ownership of the products shall not be transferred to the CUSTOMER until all sums due to FABELEC by the CUSTOMER have been paid in full. Except when payment is made entirely in cash, the full price shall not be considered paid until the promissory note, or any other payment instrument provided by the CUSTOMER has been presented or paid in accordance with its terms.

7. WARRANTY

FABELEC shall be obliged to correct any manufacturing defects in its products, subject to the limitations set out in the following provisions. This obligation relates only to the warranty period, which shall cover defects that become apparent within six months of delivery of the product, without the fact that repairs are carried out under warranty giving rise to any extension of the warranty period. FABELEC's liability shall not apply to defects whose cause is after delivery and beyond FABELEC's control, nor to cases of misuse, incorrect assembly by the CUSTOMER, modifications without FABELEC's written consent, inadequate repairs carried out by the CUSTOMER or third parties, or normal wear and tear. Regarding parts, components or parts of

the product that were not manufactured by FABELEC, the liability of FABELEC shall be limited to the manufacturer's warranty. If a product is manufactured by FABELEC in accordance with the data, drawings or models supplied by the CUSTOMER, FABELEC shall be liable, not for the technical value of the construction or the functioning of the whole, but for the fact that it has been carried out in accordance with the CUSTOMER's instructions. If industrial property rights are infringed in these cases, the CUSTOMER shall be liable for any claims by third parties, duly guaranteeing FABELEC. It is expressly agreed that FABELEC shall not owe any compensation to the CUSTOMER for accidents or damage to persons, things or goods, or loss of profit.

8. RESPONSABILITY

FABELEC shall be liable for damages in accordance with the law in the event of a negligent breach of its essential contractual obligations, its liability in such a case being limited to compensation for typical and foreseeable losses. In the event of FABELEC's breach of non-essential contractual obligations, FABELEC shall not be liable. FABELEC shall not be liable in the event of impossibility or delay in the performance of its obligations if such impossibility or delay is not attributable to FABELEC or has occurred because of FABELEC's compliance with any applicable state or local regulations. In addition, FABELEC shall not be liable for losses suffered by the CUSTOMER because of third-party claims against the CUSTOMER or for indirect damages. The CUSTOMER must always immediately inform FABELEC of any breach that it considers having taken place on the part of FABELEC, who will remedy it, if possible, within a reasonable period from the notification of the same by the CUSTOMER.

9. INTELLECTUAL PROPERTY

FABELEC shall not be responsible for the product(s) manufactured for the CUSTOMER following the indications of their order not infringing industrial or intellectual property rights of third parties. If a third-party claims that the products delivered by FABELEC to the CUSTOMER infringe any intellectual or industrial property rights, FABELEC shall not be liable in any case.

10. FORCE MAJEURE

In the case that any circumstance beyond the control of FABELEC (natural disasters, war or social conflicts, strikes, confinements, infrastructure cuts, fires, explosions, government acts, etc.) may affect the availability of the products or, in any way, the fulfilment by FABELEC of its obligations under this contract, FABELEC will not become, in any case, responsible for the damage that the breach of its obligations may cause to the CUSTOMER. If the hindering circumstances last for more than 3 months, FABELEC may withdraw from the contract without the CUSTOMER having the right to demand compensation or indemnity of any kind.

11. APPLICABLE LAW AND JURISDICTION

The contracts concluded between FABELEC and the CUSTOMER shall be interpreted and governed in accordance with Spanish law. For any dispute arising from or related to this contract, the parties submit to the Courts and Tribunals corresponding to the registered office of FABELEC.

