

I. GENERAL PROVISIONS

- a) This document constitutes the set of general terms and conditions of sale (hereinafter referred to as "GCS") of the product subject to construction and sale, hereinafter referred to as "THE PRODUCT".
- b) Both parties declare and assure that they have full legal capacity and are independent entrepreneurs.
- c) Where both parties are mentioned, they are referred to as *the PARTIES*.
- d) Title to this contract may not be assigned to a third party without the consent of the other party.
- e) MOLDTECH's main corporate purpose is the design, construction, assembly and marketing of Moulds for precast concrete and all types of industrial machinery, machining and fabricated metal products in general.
- f) All General terms and Conditions of Sale (GCS) are binding and, together with the specific terms and conditions of sale, form a single contract.
- g) The particular conditions of sale (PSCs) are: (i) the conditions set out in the offer document - if issued - when signed by the parties, (ii) the conditions set out in the order document - if issued - when signed by the parties, and (iii) those conditions so determined in this document; in all cases the latter prevailing over the first two in the event of discrepancy.
- h) All the general terms and conditions (GCS) and the specific terms and conditions (PSCs) constitute a single contractual body (hereinafter referred to as "the contract"), and **all** its terms and conditions must be complied with.
- i) Any alteration of the conditions must be expressly accepted by both parties.
- j) To this effect, the parties expressly declare that each and every one of the conditions contained in the GCS and (PSCs) have been carefully agreed, negotiated and agreed by mutual consent, with the appropriate legal advice. Furthermore, such negotiations and consent are based on the parties' knowledge of each other, and neither party has withheld material information from the other party which, if known to the other party, would have resulted in non-consent.

II. OBJECTIVE.

- a) The present contract, of a commercial nature, constitutes the construction and purchase and sale of all the industrial objects included in the (PSCs), called THE PRODUCT, according to the technical definition projected and established in the plans, design and other documentation provided and agreed for this purpose; all of this in accordance with the conditions of the present contract.
- b) The main obligation of MOLDTECH (THE VENDOR) is the construction and delivery of the industrial PRODUCT in accordance with the conditions of the contract, in particular quality and delivery time.
- c) It is the main and essential obligation of the BUYER to pay the price agreed in the (PSCs) full within the terms and in the manner established in the contract.
- d) MOLDTECH reserves the right to subcontract the construction process in whole or in part. Such subcontracting shall be entirely at its own expense and responsibility, and MOLDTECH shall not be entitled to invoke the consequences of subcontracting as an excuse for any delay or delay in the fulfilment of its obligations, or of the quality thereof.

III. DELIVERY

- a) Unless otherwise stipulated in the CPV, delivery of the construction will be made at the MOLDTECH factory, within the time limits stipulated in the special conditions (CPV). MOLDTECH is not obliged to transport the goods, unless this is clearly stated in the (PSCs).
- b) The construction and delivery period shall not commence until receipt by MOLDTECH of the necessary pre-contractual documentation, the agreed down payment and, where applicable, the bank letters of credit agreed in the (PSCs).
- c) Consumables, such as hydraulic oil, if required, are not included in the price and will not be supplied by MOLDTECH.
- d) At least 15 calendar days before the delivery date, MOLDTECH will inform the PURCHASER that the PRODUCT being sold is available for delivery. Once this notification has been made, the PURCHASER will be entitled to send its technicians to the MOLDTECH construction site - or wherever the product is located - in order to check the condition of the product. For this purpose, the date and time of the visit must be agreed with MOLDTECH. Failure to check the product for reasons attributable to the PURCHASER will not imply delay or non-conformity in the delivery, so that once the date indicated for delivery has been reached, delivery will be made, with the effects indicated in this stipulation.
- e) The final inspection and testing at the construction site shall be carried out in accordance with the MOLDTECH quality management system. In case different or additional protocols or procedures are required, these shall be communicated to MOLDTECH prior to signing the agreement.
- f) In the event that, during construction, examination of the product by an external authority is required, the corresponding costs shall be invoiced as an extra charge unless such examinations have been specified and included in the price according to the (PSCs).
- g) In any case, it is clearly understood that these checks and examinations must not delay the progress of the construction work. If they are brought to the attention of the purchaser or become known to MOLDTECH after the contract has been signed, it is understood that the delivery period is extended by the time allocated to the external verification process.
- h) In any case, delivery may be delayed without penalty for a maximum period of 14 working days. MOLDTECH should inform of this cause of delay one month in advance.
- i) The following causes shall suspend delivery deadlines for as long as they persist:
 - a. Strike in the industrial or transport sector.
 - b. State of Emergency, Alarm, or Pandemic that prevents the normal operation of the company, transport or public administrations.
 - c. Force majeure.
 - d. Public disorder, national or international conflicts and other situations beyond MOLDTECH's control that make it impossible to obtain raw materials and/or means of transport.
- j) MOLDTECH is not obliged to carry out assembly at the BUYER's site or at another location outside of MOLDTECH's premises, unless otherwise agreed in the (PSCs).

IV. DELIVERY AND ASSEMBLY OUTSIDE THE CONSTRUCTION SITE.

In the event of delivery and assembly outside the MOLDTECH factory, this shall be stated in the special conditions (CPV), including price, delivery time and other specific terms, and the following general provisions shall apply:

- a) In the event that civil works are necessary for the installation of the equipment, the PURCHASER must have carried out these tasks before the arrival of the technicians at the final destination, in accordance with the technical specifications previously agreed by the parties. Due to the type of product, and prior to the product leaving the factory, MOLDTECH may require verification of the execution of the aforementioned civil works.
- b) MOLDTECH will send the PURCHASER a list of all the tools necessary to install the equipment and to carry out the initial production tests.
- c) MOLDTECH will send a technical team for complete installation and production testing, subject to confirmation of the above points.
- d) For the duration of the installation, the BUYER shall provide the following Services:
 - 1) Local transport, accommodation and food for MOLDTECH technicians;
 - 2) Machines, tools and supplies required for installation and production testing of equipment;
 - 3) Support staff as previously agreed as necessary.
- e) When the PRODUCT enters the BUYER's factory, the latter must inexcusably have the necessary personnel available with the necessary training and technical skills to learn to understand and carry out the installation, handling and operation of the PRODUCT. If, in the opinion of MOLDTECH, the technical personnel of the BUYER lacks the necessary technical training, MOLDTECH will inform the BUYER for its correction, and if the incident is not corrected, the technical personnel of MOLDTECH will mention this in the Support report, and will be exempt from the responsibilities derived from this contingency.
- f) It shall be the responsibility of the BUYER:
 - 1) unloading of the equipment and placement of the PRODUCT next to the installation site
 - 2) The installation of the anchor plates.
 - 3) the insurance of the product during transport (unless agreed otherwise).
 - 4) the removal of surface protections applied to equipment to prevent damage during transport, such as anti-corrosion waxes, packaging, etc.
 - 5) The client should have electricity supply in accordance to what is required for the equipment.
- g) MOLDTECH will carry out all the necessary tests to ensure that the equipment is operating correctly. Likewise, a production test will be carried out by casting a concrete element in each piece of equipment.
- h) All tests will be carried out according to the technical guidelines of MOLDTECH personnel.
- i) The BUYER should provide the adequate means to carry out the tests (concrete supply, availability of personnel and overhead crane etc...).
- j) Once the production test has been carried out satisfactorily, the BUYER shall sign the final acceptance of the equipment.

- k) In the event that the BUYER fails to provide the aforementioned means and services and as a result it is not possible to carry out the test, the test shall be deemed to have been carried out and delivered in full compliance.
- l) In the event that the PURCHASER fails to provide the aforementioned means and services and as a result the installation is delayed, MOLDTECH may charge the PURCHASER for the costs incurred as a result of the delay.
- m) In the event of **partial deliveries of the PRODUCT**, the terms indicated in this stipulation shall apply. Until final delivery, MOLDTECH may place seals on the PRODUCT as well as "marking witnesses" to verify the non-functioning and/or improper handling of the PRODUCT or part of it.

V. WITHDRAWAL

- a) Once the contract has been concluded, neither party may withdraw from it. Unilateral withdrawal by one of the parties shall be considered null and void for all purposes.
- b) Without prejudice to the foregoing, if the BUYER communicates unilateral withdrawal, MOLDTECH may or may not accept it, although in the event that MOLDTECH accepts the contractual termination due to withdrawal by the BUYER, it is hereby agreed that in any case each and every one of the amounts paid on account by the BUYER will automatically remain for MOLDTECH as a civil contractual penalty for non-fulfilment. The foregoing shall apply unless the parties enter into an addendum by mutual agreement agreeing other penalties of a lesser or greater amount.

VI. ANCILLARY FACILITIES AND SERVICES

- a) The equipment supplied by MOLDTECH may require specific installations to be carried out by the PURCHASER prior to shipment and assembly of the equipment. In each case, MOLDTECH will specify to the PURCHASER the installation requirements of each equipment.
- b) The PURCHASER shall provide the auxiliary installations that may be included as a guideline:
 - 1) Compressed air installation: the PURCHASER must have his own compressed air installation when the machines are operated with pneumatic vibration, with sufficient pressure for the correct operation of the vibrators in question and with a flow rate in relation to the number of vibrators to be driven at the same time.
 - 2) Heating installation for Moulds: if the machines are equipped with non-electrical heating systems, the BUYER shall have its own heating installation.
 - 3) Electrical installation: the BUYER must have an electrical installation with the necessary characteristics for the correct and safe operation of the machines with electrical installation.

VII. GUARANTEE

- a) MOLDTECH guarantees the correct operation of this equipment against all faults deemed to be of construction, for twelve months, from the date of signature of the reception certificate. This guarantee commitment does not imply a maintenance commitment on the part of MOLDTECH that does not respond to construction faults.
- b) MOLDTECH shall not be liable for any harm do to the equipment supplied as a result of improper use or manipulation. Improper use or manipulation is understood to be any use or manipulation that contravenes the provisions of this contract.
- c) The end user is solely responsible. The use of the product for purposes other than those specified by MOLDTECH, either

for another type of operation or for another type of material, completely voids the guarantee of sale.

- d) MOLDTECH undertakes to replace any part or component that MOLDTECH recognizes to be defective, which must be replaced only as a result of defective materials or construction and discovered within twelve months of signing the acceptance report. For the purposes of this condition, the date of dispatch shall be taken as the date on which the product leaves MOLDTECH's factory or, in the case of assembly at the purchaser's factory, from the date of the acceptance report.
- e) This guarantee will be validated provided that the following conditions are met:
 - 1) It is not an apparent defect at the time of delivery without the defect being noted on the delivery document.
 - 2) Written notice of any fault ~~de~~ is given as soon as it is discovered and no repair or replacement is made or attempted other than by MOLDTECH, or with its express written authorization.
- f) The end of the warranty period shall be at the expiry of 12 months from the date of signature of the delivery note of the product or on the due date without the product having been withdrawn.
- g) All materials and components supplied by subcontractors shall carry the subcontractor's warranty.
- h) This warranty and undertaking is in lieu of and excludes all other warranties, conditions, rights and liabilities whatsoever, whether expressed or implied, statutory or otherwise, which might otherwise exist.
- i) Any liability on the part of MOLDTECH is subject to the terms of payment, all other obligations of the purchaser towards MOLDTECH under this contract being strictly observed.
- j) In any case, the warranty is limited in all respects to the purchase price.
- k) Any modifications of the product carried out by client without written permission from Moldtech leads to cancellation of the guarantee.

VIII. REFERENCES AND ILLUSTRATIONS

- a) All descriptive and transport-related specifications, drawings and dimensional details submitted with the initial offer are illustrative documents for reference purposes only, as are descriptions and illustrations contained in catalogues, price lists and other advertising material. The purpose of these documents is to present a commercial idea of the equipment described therein and none of these illustrations, descriptions and documents form part of the contract. They are in no way to be considered as contractual or even incidental information on the quality of the products.
- b) All plans and drawings and other information submitted in connection with the initial offer or any contract arising therefrom are the property of MOLDTECH and are submitted on a strictly confidential basis and for the sole purpose of the offer, the contract and the subsequent maintenance of the equipment; none of the plans or drawings or written material, nor any part of the information contained therein or otherwise may be lent, copied or otherwise communicated to any third party, nor may any use be made thereof except for the purpose of the offer, the contract and the subsequent day-to-day maintenance of the equipment.

IX. FORCE MAJEURE

- a) This consideration shall include those events or circumstances that could not be foreseen or that could not be avoided if foreseen. By way of example, the following shall be considered as such: war, international conflicts when they affect the processes of this contract, military mobilization, fires and explosions, damage at sea or acts of nature, pandemics, strikes, states of emergency, state of siege, state of alarm, as well as lockouts or any other type of labour conflicts.
- b) MOLDTECH is not liable for costs and delays due to force majeure.
- c) MOLDTECH in these cases reserves the right to terminate the contract unilaterally without penalty, without prejudice to the reimbursement of any sums received on account.

X. PATENTS and INDUSTRIAL RIGHTS.

- a) It is forbidden for the PURCHASER to use the trademark or name "MOLDTECH" without the express consent of this company. Failure to comply with this clause will lead to the immediate termination of this contract, without prejudice to any compensation that may be due.
- b) The BUYER warrants that any design or instructions given by him are not such as to cause infringement of any third party's patent, registered design or trademark rights in the execution of the Buyer's order and shall indemnify the Seller against all costs and damages which may arise from breach of this warranty.

XI. CONFIDENTIALITY.

Both parties undertake to keep each other informed in a timely and reciprocal manner of all matters that may affect the proper performance of this Agreement. Any information or material related to the execution of this Agreement shall be treated as confidential by both parties, and shall be treated as such by the parties, their representatives and staff or contracted personnel related to the same, and both parties undertake to ensure that such confidentiality is respected, employing for this purpose the security measures and procedures used to protect their own confidential documentation, in accordance with the provisions of the legislation on Intellectual Property and protection of personal data, and not to disclose, copy or, by any other procedure, make the information or materials derived from the execution of this Agreement available to persons other than those who need such knowledge and use in the normal scope of their contractual relations, or allow any other natural or legal person, prior authorization from both parties, expressed in writing, with the exception of the bodies and institutions that legally have access to the information contained in this Agreement.

XII. GROUNDS FOR TERMINATION OF THE CONTRACT.

- a) In the event that either party fails to fulfil its contractual obligations, the other party may choose to demand either contractual performance or termination of the contract, with compensation in either case for any damages arising from such non-performance.
- b) Without prejudice to the foregoing, these are express grounds for termination:
 - Failure by the BUYER to deliver the ~~drawings plans~~ and design necessary for the construction of the PRODUCT of the sale.

- Failure to pay, or delay in payment for more than 20 calendar days, of any of the payment instalments to the SELLER.
- The initiation of a criminal investigation against any of the parties or their representatives for serious offences.
- The declaration of suspension of payments by the BUYER, unless the payments outstanding after such declaration are guaranteed.

XIII. LEGAL APPLICATION AND INTERPRETATION

- a) THE BUYER must comply with the compliance rules communicated to it by MOLDTECH, including behavior in accordance with MOLDTECH's code of ethics. MOLDTECH may carry out the necessary checks and controls to prevent the risk of non-compliance with compliance regulations.
- b) The contract and these conditions shall be subject in all respects to Spanish law. However, they shall be harmonized with the legislation of the BUYER if the latter's country contains regulations that are contrary to Spanish legislation.