

## **GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale (hereinafter, the GTCS) constitute a legally binding contract between the Customer and CHAVESBAO.

In order to use the GTCS, you must be 18 years of age or older and ensure that your personal and payment details are accurate and complete.

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### **1. Scope of application**

1.1 These General Terms and Conditions of Sale (hereinafter "GTCS") apply to all products (separate items or assemblies), materials, accessories, or services ("Products") sold by CHAVESBAO or its authorised representatives ("Seller") to the customer ("Customer"). The GTCS, as well as the Seller's specific conditions included in order confirmation (OC), accompanied, if necessary, by other documents specifically referred to in the OC, constitute the Agreement ("Agreement") between the Seller and the Customer, and supersede and replace in their entirety any contrary contractual provisions, such as the Customer's conditions of purchase and any oral and/or written exchanges between the parties which have not been expressly incorporated into the Agreement.

1.2 Unless otherwise stated, all documents and catalogues provided by the Seller to the Customer are for information purposes only. Commitments between the Seller and the Customer shall only be valid if confirmed in writing by the Seller.

1.3 Similarly, the presentation of products on the Internet and in electronic catalogues does not constitute a binding offer on the part of the seller, and the Customer must be registered as an Internet buyer in order to be able to submit a binding offer. The agreement shall only be concluded with an Order Confirmation.

1.4 The signature of the OC by the Customer and its return to the Seller or the absence of any written notification or reservation by the Customer on the day after receipt of the OC shall constitute acceptance of the said OC by the latter. In no event shall the Seller's failure to exercise any right arising from the application of these conditions be deemed to be a waiver of such right.

## **2. Prices and conditions of sale**

2.1 All prices are calculated on the basis of Products quantified and measured at the time of shipment. In the absence of an express stipulation to the contrary of the OC, prices stated are net prices.

2.2 The Seller reserves the right to adjust any quantities delivered in the event of inventory errors which render it impossible to execute the agreement in full.

2.3 All taxes and duties, in addition to other costs for storage, maintenance, recycling and post-dispatch demurrage, shall be paid exclusively by the Customer. In general, any increase in the aforementioned costs not included in the OC shall be met by the Customer.

2.4 Unless otherwise agreed, payment of invoices is net and without deduction, and shall in all cases be in accordance with the form of payment agreed between the Seller and the Customer and stipulated in the OC.

2.5 Any default in payment by the Client on the due date shall entitle the Seller to demand, without prior notice, (i) payment of interest in accordance with Law 3/2004, of 29th December, establishing measures to combat late payment in commercial transactions, and (ii) payment of an indemnity of 10% of the total amount of the invoice as compensation, without prejudice to any other right of the Seller. The Seller reserves the right to pass on any costs as a consequence of invoices overdue for more than 30 days, in addition to any interest for late payment and costs arising therefrom.

2.6 In the event of delay in payment or in the performance of any of the Customer's obligations, the Seller reserves the right to terminate the contract or to suspend execution of that part of the contract which has not yet been fulfilled; in addition, all other outstanding amounts due from the Customer shall become due immediately, without notice of default on the part of the Seller, including those yet to mature.

2.7 Cancellation of confirmed orders shall only be possible with the prior written consent of the Seller. In the event that the Customer cancels a confirmed order, the Customer shall be liable to pay compensation to the Seller of at least 10% of the total sum which the Customer should have paid to the Seller under the order, without prejudice to the Customer's obligation to pay all direct costs incurred by the Seller for the fulfilment of the order.

2.8 The Seller reserves the right to supply, unless expressly indicated by the Customer, the quality/grade which they deem appropriate in each case to comply with order requirements.

### **3. Prohibited activities**

3.1 The Customer is solely responsible for complying with any and all laws, rules, regulations, and Tax obligations which may be applicable to their use of the Paid Services. In connection with their use of the Paid Services, the Customer shall not, and shall not assist or permit others to, do any of the following:

- Breach or circumvent any applicable law or regulation.
- Breach or circumvent any agreement with third parties, third party rights, use the Payment Services for commercial or other purposes which are not explicitly provided for in these Payment Terms.
- Register or use any Payment Method or Collection Method in their CHAVESBAO account which is not theirs or which they are not authorised to use.
- Avoid, circumvent, remove, disable, impede, decode or otherwise attempt to circumvent technological measures implemented by CHAVESBAO or any of the Providers or any other third party to protect the Payment Services.
- Take any action which adversely impairs or adversely affects, or may adversely impair or adversely affect, the performance or proper functioning of the Payment Services.
- Attempt to decipher, decompile, disassemble, or reverse engineer software used to provide the Payment Services.
- Infringe or violate anyone's rights or otherwise harm any person in any way.

The Customer may not use or assist others to use the Payment Services to send or receive funds for any purpose other than the purchase of products or services offered by the Sellers.

## 4. Transfer of risk, shipments and dispatches

**4.1 Transfer of risk.** Unless otherwise stated, the transfer of risks to the Customer shall take place at the Customer's premises in the event that the Seller is responsible for arranging the transport, and at the Seller's premises in the event that the Customer is responsible for arranging the transport. In the event that Incoterms are used, the transfer of risks shall be carried out according to the Incoterm applied and according to the latest version issued by the ICC. In the event that the Customer does not take delivery of the Products, the Seller may store them at the expense and risk of the Customer and after notification of their availability, invoice them as delivered to the Customer. In any case, the Seller reserves the right to resell them and to claim compensation.

**4.2 Shipments and dispatches.** Unless otherwise stipulated in the OC, the Products sold shall be shipped to their destination, and it is the responsibility of the Seller to determine the route and means of transport, as well as the transport agents. The Customer is obligated to provide the Seller with all information necessary in sufficient time to enable the Seller to undertake all actions necessary for the completion of the shipment of the Products, and in particular (a) the terms of delivery, (b) import certificates, permits and licenses, the documents required for obtaining any official permits necessary prior to shipment, and (c) where applicable, the Customer's confirmation leading to the opening or establishment of a letter of credit. If any such documents, instructions or confirmations are not received by the Seller or would (at the sole discretion of the Seller) result in significant costs or delays, the Seller may, without prejudice to any other solution, delay the date of dispatch of the Goods or terminate the contract, without compensation to the Customer.

## 5. Taxation

If the delivery of the Goods is subject to a VAT exemption due to the intra-EU or non-EU export destination and the Customer assumes their own risks and expenses, all or part of the transport delivery conditions (EXW, FOB, FCA, etc.), the Customer shall be required to present the SAD (in which the Seller is registered as the exporter) in the case of non-EU exports, or a proof of delivery document in the case of intra-EU exports.

## 6. Responsibility and liability

6.1 Sellers provide their services without any explicit or implicit guarantee of any kind. They are therefore exonerated from any type of liability for any possible damages which may be caused to the Client unless such damages were caused as a consequence of an action classified as being in bad faith on the part of the Sellers. In any case, Seller liability shall be limited to 100% of the damaged products which have been delivered to the Client.

6.2 In the event that the Seller delivers products deemed defective by the Customer and if so acknowledged by the Seller, the Seller shall have the option to (i) replace the Product, (ii) reduce the price or (iii) terminate the contract.

6.3 The Customer shall provide the Seller with all information necessary for the manufacture of the Product, including any intention of the Customer to further process the Product.

6.4 Any and all technical advice given by the Seller, whether oral, in writing or by way of evidence, is given in good faith, but without any guarantee on the part of the Seller. Sellers are therefore released from any liability whatsoever which may arise from such technical advice.

6.5 Delays in deliveries shall not give rise to any compensation of any kind by the Seller to the Customer. Delays in deliveries shall only entitle the Customer to terminate those orders which are not in the production process of the Seller's sources (including suppliers and sub-contractors), but only after a period allowed to the Seller to remedy the delay and only after a written notice of delay has been sent to the Seller. In any case, any delay on the part of the Seller or their sources (suppliers or subcontractors) shall entail the right not to deliver the total quantity of Products ordered by the Customer at one time, but to proceed in partial and successive deliveries.

6.6 The Customer shall be solely responsible for the use and processing of the Products. In particular with regard to lifting accessories, the Customer accepts and is aware that the product purchased does not bear the CE marking, and therefore the use to which it is to be assigned shall be that corresponding to products not covered by DIRECTIVE 2006/42/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17th May 2006. In particular, it is hereby stated that these articles cannot be considered as lifting accessories in accordance with the provisions of article 2 of the aforementioned Directive. Under no circumstances is the Seller responsible for any misuse that the Customer may give to the product, the Customer exempting the Seller from any future claim derived from the incorrect use of the purchased product with regard to the CE certification on acceptance of these GTCS.

6.7 CHAVESBAO shall not be liable for any delay or failure to perform any obligation under these GTCS resulting from causes beyond CHAVESBAO's reasonable control, including, without limitation, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics, epidemics or diseases, strikes or shortages in transportation services, fuel, energy, labour, or materials ("Force Majeure Event").

6.8 The above disclaimers apply to the fullest extent permitted by law. There may be other statutory rights or warranties which are not excluded by applicable law. However, the duration of any statutory warranties shall be limited to the maximum extent permitted by law, if any.

## **7. Conformity and inspection**

7.1 Upon delivery, the Products shall be inspected by the Customer in order to verify the quantity, weight, length, dimensions, width, quality, tolerances and/or other specifications indicated in the OC.

7.2 Any defect or damage to the Goods shall be reported at that time by the Customer to the Seller.

7.3 The Products shall be deemed to be accepted by the Customer upon reception of the Product if the Customer does not make any reference or show any written reservation within 3 days, and before any transformation, installation, or assembly of the Products. No claim shall be admitted retrospectively by the Seller should there be faults, defects or non-conformities which could have been detected on reasonable inspection upon reception.

7.4 Any claims relating to defects not detectable on delivery of the Product must be reported to the Seller as soon as they are detected and at the latest within three months of delivery. The Customer must thoroughly inspect the Products during this period and, under all circumstances, before the Products are transformed, installed, or assembled. The appearance of this kind of defect shall not be sufficient justification for the Customer not to pay any outstanding amount due to the Seller.

7.5 In the event that the Seller acknowledges the defects, they shall be entitled to choose between (i) replacing the Product, (ii) reducing the price or (iii) terminating the contract. In this regard, the Customer, once the defect has been detected, shall refrain from using the Product and shall have the duty to keep it in such conditions as to minimise its damage as much as possible.

## **8. Guarantee**

The Customer, in order to guarantee the obligations undertaken in these GTCS, grants the following guarantee to CHAVESBAO:

In the event that the Customer owes CHAVESBAO any amount due and payable, and they proceed to resell the purchased product to the Sellers, either in the same form in which it was acquired, or after any transformation, incorporation and/or integration of the purchased products, the Customer assigns the collection rights it holds for the aforementioned resale to CHAVESBAO in an amount sufficient for it to collect the amount owed by the Customer.

In the event that CHAVESBAO executes the guarantee, the Customer shall immediately inform CHAVESBAO of the assignment of the credit rights and shall provide CHAVESBAO with any and all information and documentation necessary for CHAVESBAO to exercise the assigned rights against the third party.

## 9. Customer representations

1. The Customer undertakes to comply fully with all applicable anti-corruption laws, as well as to comply with the Lontana Group's anti-corruption procedure.
2. The Customer undertakes to comply with export controls, trade sanctions laws and regulations, rules and permits, including but not limited to those of the United States and the EU. In particular, but without limitation, the Customer declares that neither they nor any of their affiliates shall use, sell, resell, export, re-export or process the Products, directly or indirectly, to any country, destination, or person in violation of export regulations and trade sanctions.
3. The Customer declares that they shall not take any action involving the Seller in breach of anti-corruption laws, export control and trade sanctions, and shall protect, indemnify, and secure the Seller against all penalties, losses and debts incurred by the Seller as a result of the Customer's failure to comply with these rules. The Seller reserves the right to refuse to place an order, or to cancel any order at their sole discretion, should the Seller consider that the Customer has not complied with all the conditions of this clause.

## 10. Intellectual Property

All rights of exploitation of all intellectual property, including, expressly, the right of reproduction, transformation, distribution, and public communication, as well as any industrial property rights which may be generated, correspond exclusively to the Lontana Group. Accordingly, the intellectual and industrial property rights over the products sold are the property of the Seller, and are not conferred with the transfer of the Product sold.

Accordingly, these GTCS transfer the ownership of the Products purchased by Customers, but do not transfer any rights to the Customer of those regulated in the Royal Legislative Decree 1/1996, of 12th April, which approves the revised text of the Intellectual Property Law, in Law 24/2015 of 24th July, on Patents, in Law 17/2001 of 7th December, on Trade-marks, and in Law 20/2003, of 7th July, on the Legal Protection of Industrial Design.

The Parties declare and undertake that the Seller shall be the sole and exclusive rightsholder of all rights defined above, i.e., no other entity shall be entitled to such rights (whether in whole or in part) and no other entity shall be authorised to use such rights.

Therefore, the acquisition by the Customer of the Products sold by the Sellers does not grant them any industrial or intellectual property rights, nor any image rights over such Products.

## **11. Confidentiality**

11.1 The term "Confidential Information" shall be understood to refer to all information obtained or exchanged in connection with these GTCS.

11.2 The Client undertakes to use such Confidential Information exclusively for the purpose of compliance with these GTCS.

11.3 The Customer shall not disclose or otherwise make Confidential Information, such as prices, available stock, special conditions, etc., accessible to third parties. The aforementioned statement is intended for informational purposes only and is not limited to the foregoing. The Customer undertakes to disclose the Confidential Information exclusively to their employees, auditors, tax or legal experts and to those subcontractors approved by the Sellers who have a specific requirement to have such information by reason of their work. Similarly, the Customer undertakes to adopt all necessary and useful measures to ensure that the Confidential Information is protected by such persons with at least the same degree of care as it uses for the protection of their own confidential information. The Customer shall ensure that their subcontractors shall undertake an obligation of confidentiality to the same extent as that laid down in these GTCS.

11.4 The obligations in this section shall not apply to information which the Customer may prove that:

- at the time of disclosure, is already in the public domain or becomes so without the recipient having breached the GTCS.
- is received by the Customer from a third party free to disclose such information.
- was in the lawful possession of the Customer prior to receipt from the Seller.
- has been independently developed by the Customer without the use of the Confidential Information.
- its disclosure has been approved by the Seller.

In the event of a breach in the confidentiality obligations set out in these GTCS, the Customer shall be liable to indemnify LONTANA Group for any damages caused by such conduct.

## **12. Protection of personal data**

12.1 In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 and Organic Law 3/2018, of 5th December, on the protection of personal data and guarantee of digital rights, the personal data exchanged as a consequence of these GTCS shall be processed in a lawful, loyal and transparent manner, for the purpose of maintaining the contractual relationship between the Parties, with the execution of the GTCS being the basis which legitimises such processing.



12.2 Similarly, the Parties undertake to adopt the technical and organisational measures necessary to protect the personal data to which they have access and to prevent their alteration, loss, processing and unauthorised access, in accordance with the GDPR and the Organic Law on the Protection of Personal Data and its complementary implementing regulations.

12.3 Either Party shall be liable to the other Party for any breach of its obligations under this clause, even if such breach is attributable to the fault of their employees or, where applicable, subcontractors to whom the performance of certain operations may have been delegated.

12.4 Data shall not be transferred outside the European Union. However, in the event of such transfer, the other Party shall be informed, and appropriate security measures shall be taken to provide adequate levels of data protection in accordance with applicable data protection legislation.

12.5 Finally, rights of transparency, information, access, rectification, deletion or right to be forgotten, transferability, limitation, and opposition to the processing of personal data may be exercised by contacting the following e-mail addresses:

- In the case of CHAVESBAO at ....., accompanying such request with a photocopy of the applicant's ID card.

### **13. Miscellaneous**

**13.1 Modifications.** CHAVESBAO reserve the right to modify these GTCS at any time in accordance with current legislation. Should any changes be made to these GTCS, said revised version shall be published on the website and the date indicated in "Last Updated" at the top of said GTCS shall be updated. In addition, should any such changes affect you, you shall be notified of such changes at least two (2) months prior to their coming into effect. Should a contract not be terminated prior to the date on which the revised Payment Terms come into effect, continued use of the GTCS shall constitute acceptance of such changes.

**13.2 GTCS Interpretation.** With the exception of any supplements which may contain additional terms, conditions, policies, guidelines or rules, these GTCS constitute the entire agreement between the Sellers and the Customer, superseding any prior oral or written agreement. In the event that any provision of these GTCS is declared invalid or unenforceable, such provision shall be null and void and shall not affect the validity and enforceability of the remaining provisions.

**13.3 Waiver.** Failure by the Seller to assert a right or provision of these GTCS shall not constitute a waiver of such right unless otherwise acknowledged in writing.

**13.4 Cession.** The Customer may not cede, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of CHAVESBAO. CHAVESBAO may cede, transfer, or delegate this agreement and any rights and obligations at their sole discretion by giving two (2) months' prior notice.

**13.5 GTCS are available in English.** In the event of there being a discrepancy between the English and Spanish versions, the Spanish version shall take precedence.

#### **14. Applicable law and jurisdiction**

These GTCS shall be governed by and interpreted in accordance with Spanish legislation and common law.

For any dispute which may arise in the interpretation or execution of these GTCS, the parties submit to the Courts and Tribunals of Spain and specifically to those of the City of Bilbao.