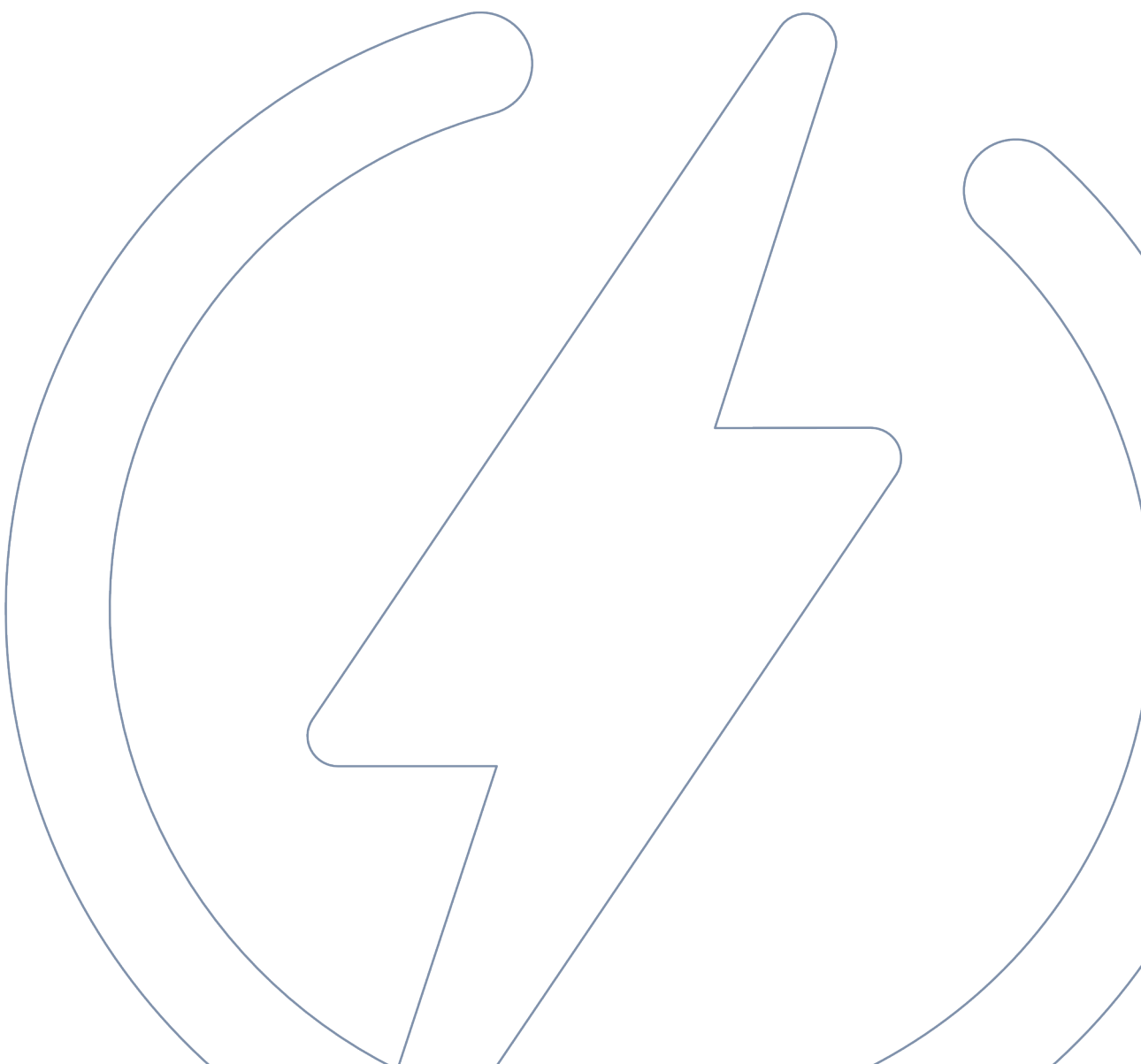




IBERAPA GENERAL SALES CONDITIONS

CGVI 2024





Experts on T&D power solutions

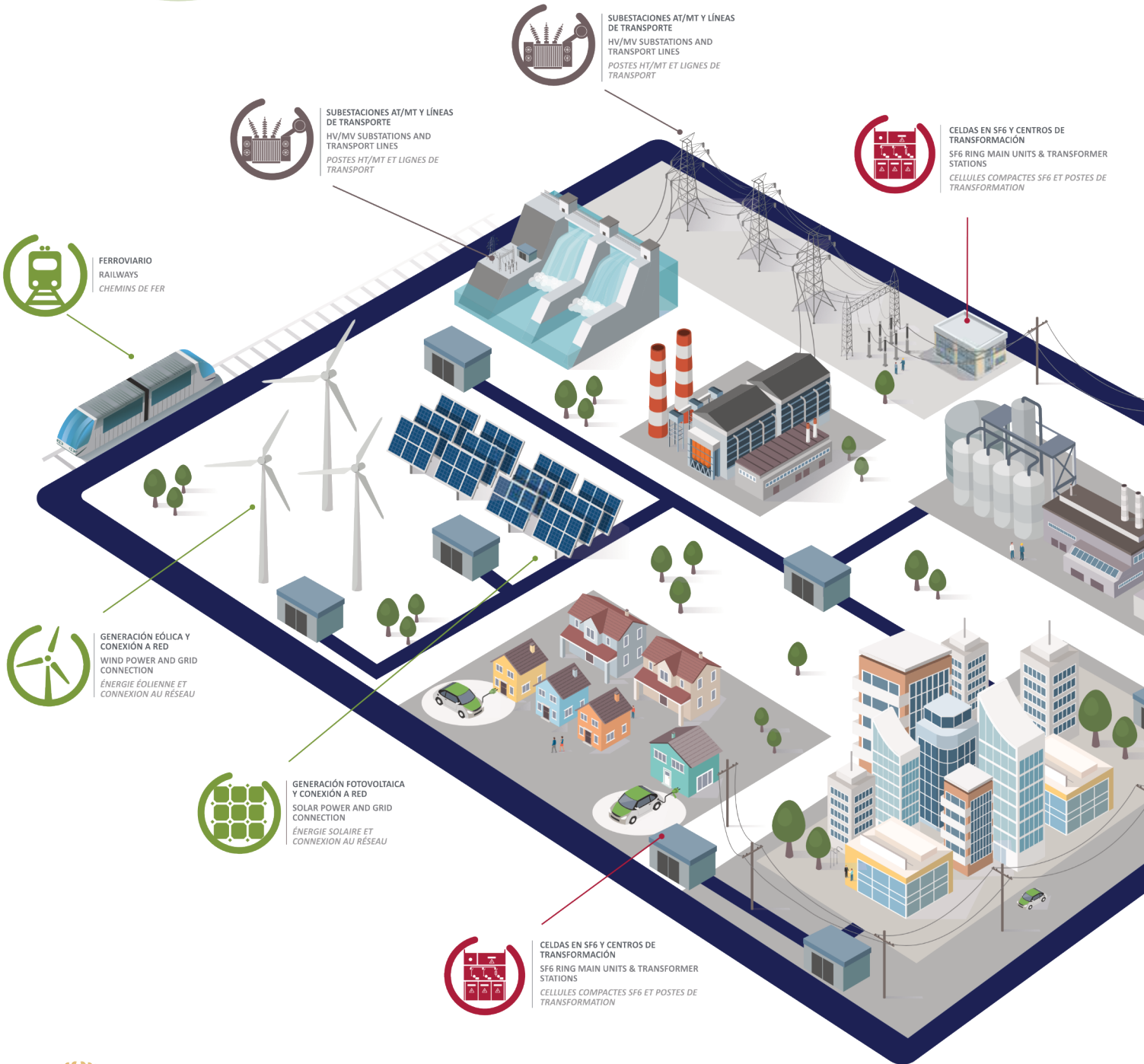


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1. General Terms.

The present General Sales Conditions of IBERAPA, commercial brand under the company Ibérica de Aparellajes, S.L. hereinafter referred as "CGVI", apply to all commercial relations, product sales, and/or service provisions to be carried out by this. Additionally, each IBERAPA quotation may contain special conditions of sale, which always prevail over the general terms and conditions.

These general terms and conditions shall be deemed acknowledged and accepted by the Buyer for all purposes when placing his order, since they have been previously communicated to the Buyer together with IBERAPA's quotation, or if the Buyer has previously received them during his commercial relationship with IBERAPA. The Buyer waives its own general conditions of purchase and/or any other stipulation, upon subscribing to an order or establishing a commercial relationship with IBERAPA. By fully accepting the present CGVI, the Buyer will always be subject to IBERAPA's express approval.

2. Quotations.

The quotes are based on the IBERAPA product specifications described therein, or additionally, those provided by the Buyer. These specifications must cover all the necessary information to determine the characteristics and functionalities of the quoted product, such as the specifications and characteristics of the electrical network in the installation location, nature and regulations of the tests to be performed, and environmental and installation conditions. Additionally, the buyer should indicate whether they wish to witness any test at the IBERAPA facilities.

Within the IBERAPA quotation, the buyer will receive a clear description of the product or service, its price, approximate manufacturing time, delivery method, and any particular conditions. These terms will remain valid for thirty (30) days from the quotation date unless otherwise specified.

The applicable prices shall be those listed in IBERAPA's current price list on the date of order placement. Alternatively, if IBERAPA has issued a quote, prices and terms in that quote will only apply to the quantity of products specified in it and will be valid for thirty (30) days unless otherwise stated.

Unless otherwise specified, IBERAPA's quotations do not cover the assembly, commissioning or any accessories and spare parts of the product. Neither do they account for modifications or expenses arising from any incorrect details or specifications provided by the purchaser.

IBERAPA reserves the right to modify, at any time, the format, shape, colour, packaging type, size, or material of the products, as well as their descriptions, specifications and representations featured in the company's drawings, catalogues or brochures.

3. Ordering and Supply.

The scope of supply shall be clearly specified in the Buyer's purchase order together with the IBERAPA quotation reference. Acceptance by the Buyer of a quotation from IBERAPA shall in any case be made by means of a purchase order from the Buyer or, failing that, by means of the quotation from IBERAPA signed and accepted as a purchase order, and the conditions described in this document shall apply. All purchase orders are expressly accepted by IBERAPA. The Buyer's failure to receive IBERAPA's notification of acceptance or refusal of the purchase order does not imply acceptance of the order.

The supply shall only include the equipment and materials ordered, except in cases where additional documentation, reports, assistance and/or services, are expressly included in the Buyer's purchase order accepted by the Seller.

In the case of products supplied by the Buyer to be incorporated into or with any of its orders, the Buyer assumes the responsibility of ensuring that the material to be received by IBERAPA is suitable for the use to which it will be put, also assuming the possible non-conformities that may appear during the testing of the products ordered with these materials already incorporated. IBERAPA declines any responsibility for any delay in the delivery time due to a delay in the reception of the product in the conditions to be incorporated in the material requested by the Buyer.

4. Prices.

Delivery prices are net prices in Euros (€) and are fixed, except in the case of price revision clauses in the quotation or contract. They include only the items specified in the quotation and/or purchase order acceptance and are valid only for the quantities and terms of payment specified in the quotation, for orders received within the period of validity of the quotation. Prices are in terms of delivery Incoterm EXW EXWORKS at IBERAPA Massamagrell, unless otherwise agreed in the order between the buyer and IBERAPA.

Prices in no case shall include taxes, duties, special packaging, transport, loading or unloading, insurance, customs, certificates, or withholdings and discounts of any kind unless being expressly authorised and included by IBERAPA on its quotation and/or acceptance of the purchase order. Any formalities or procedures carried out at the Buyer's risk and expense shall be subject to an additional charge on the sales price. A minimum charge of 300 euros (€) will be applied to all sales in order to cover the management of IBERAPA's operating costs.

In the event that the price is set in a currency other than the Euro (€), the variation in the parity of that currency with respect to the Euro (€) between the date of the contract and the date of actual collection, with a deviation equal to or greater than 3%, may cause IBERAPA to revise the contract and adjust the price accordingly.

Likewise, in the event of an increase in the cost of raw materials, transport or labour cost; changes in legislation or regulations, and other causes beyond IBERAPA's control that affect IBERAPA's ability to fulfil the contract, IBERAPA may revise the prices applicable to the contract if they have suffered a deviation equal to or greater than 3%, informing the buyer in writing thirty (30) days in advance, after which the notified price revision will take effect, unless a later date has been agreed between the parties.

5. Payment Terms.

The payment terms shall comply with the provisions of Law 3/2004, of 29 December 2004, without exceeding the maximum terms established therein. The date of payment shall be the date on which IBERAPA actually receives the payment. Payment shall be made to IBERAPA in the currency and terms indicated in its quotation

For orders under 3,000 euros (€), payment shall be made in advance of acceptance of the buyer's order, or otherwise by agreement between the buyer and IBERAPA.

IBERAPA shall have the right to suspend any commitment or obligation deriving from the sales contract until the Buyer has complied with its obligations, or even to terminate the sales contract, without prejudice to any other rights for damages or even non-performance of the sales contract that IBERAPA may have. Likewise, IBERAPA shall have the right to claim from the Buyer interest for late payment, as provided for in Article 7 of the aforementioned Act 3/2004 of 29 December, which shall accrue and increase daily from the due date until the date of payment, without prejudice to any other action or right of IBERAPA. The Buyer may not set off any credits or make any retention, unless IBERAPA has agreed to do so in the contract.

IBERAPA reserves the right to suspend the execution of its own obligations until full payment of the amounts due, as well as the interest on overdue payment and any other expenses arising from the non-payment by the Buyer, including the right to recover any judicial and/or extrajudicial costs it may incur to recover the amounts due. Furthermore, the payment of such interest shall not release the Buyer from its obligations to make the remaining payments in accordance with the agreed terms.

If the due dates coincide with holiday periods, no late payments will be accepted, nor will any deferrals or circulars that circumvent them. Similarly, if the delivery, assembly, installation or commissioning of the supply is delayed for reasons beyond IBERAPA's control, this will not alter the agreed payment terms. If payment documents are used, they must be received no later than thirty (30) days after the date of the invoice.

All invoices issued by IBERAPA shall be deemed approved and in conformity unless the Buyer notifies IBERAPA in writing of its disagreement within seven (7) days of receipt. In accordance with these CGVI, the Buyer shall be obliged to pay the invoices deriving from any partial deliveries, IBERAPA being authorised to invoice and demand payment for each partial delivery, as well as to issue partial invoices.

In the case of sale and purchase by letter of credit, the Buyer shall obtain the Seller's acceptance of the terms and conditions of the letter of credit and of the confirming bank prior to its issue. Unless otherwise expressly agreed in writing by the parties, the letter of credit shall be irrevocable, payable on demand and shall allow partial deliveries and transshipments.

6. Delivery terms and conditions.

Unless otherwise agreed by the parties or stated in IBERAPA's quotation, deliveries shall be deemed to have been made when the products are at the Buyer's disposal at IBERAPA's facilities or warehouses incoterm EXW ExWorks.

Unless otherwise expressly stipulated by the parties, the products are shipped at the risk and expense of the Buyer, and if shipped by IBERAPA, shall in all cases be shipped carriage forward.

For ordinary shipments within the Iberian Peninsula, shipments exceeding a net amount of 5,000 Euros (€), (taxes not included) will be carriage paid, for all other destinations the goods will be placed in Incoterm EXW ExWorks conditions.

For freight paid shipments, no claims for damage in transport will be accepted after 48 hours from delivery of the material by the carrier.

For shipments outside the Iberian Peninsula, or in the case of urgent shipments requested by the Buyer, these will always be at the Buyer's risk and expense, and any claim for damages or delays must be made directly to the transport companies or agents within a maximum of 48 hours.

IBERAPA has the right to make partial deliveries and to invoice for them, in the event of partial acceptance by the Buyer.

In the event that, by contractual agreement, delivery is to be made to a place designated by the Buyer, the Buyer shall be obliged to ensure adequate and permanent access to that place in such a way that the transport of the goods is feasible, taking into account their proposed size and other characteristics.

If the Buyer fails to comply with this obligation, delivery shall be deemed to have taken effect on the date on which IBERAPA notifies the Buyer that the goods are ready for shipment, and the Buyer shall bear and pay all costs arising from any extraordinary measures that may be necessary to ensure that the delivery reaches its destination.

Regardless of the Incoterm chosen, unloading at destination is never part of IBERAPA's supply.

If, after the Buyer has been notified that the Products are ready for shipment or delivery, the same is delayed for more than twenty (20) days for reasons beyond IBERAPA's control, IBERAPA shall be entitled to store the Products at the Buyer's expense and risk, charging the Buyer for storage costs at a minimum of 3% of the invoice amount for each week of delay, and IBERAPA shall be entitled to invoice the Buyer for the price of the Products and the storage costs, and IBERAPA shall be deemed to have fulfilled its obligation to deliver for collection and guarantee purposes.

The estimated delivery time will be indicated in the quotation and/or order acceptance, on condition that the Buyer fulfils its obligation to provide the information, documents and authorisations required by IBERAPA for the execution of the order in sufficient time. For these purposes, the estimated delivery time will be that indicated in IBERAPA's order confirmation. The delivery dates will always be understood to be counted from the date of notification of the order confirmation or, in its case, the acceptance of the terms of the letter of credit by IBERAPA.

IBERAPA will do its best to deliver the products within the indicated deadlines, which are estimated and non-binding, without in any way guaranteeing their fulfilment. Any delay in delivery due to force majeure or fortuitous events will not be considered as such and will not give rise to claims and/or penalties.

If, during the time the Products are manufactured and ready for delivery, their loading is delayed or their delivery date is suspended for reasons beyond IBERAPA's control or due to force majeure, the risk of the Products shall be transferred to the Buyer and the warranty period of the Products shall commence, without prejudice to the possibility of the Buyer and the Seller to agree on other conditions by means of a written contract. The price of the Products shall be considered due and payable, and the Buyer shall immediately pay to the Seller the invoice issued for this purpose.

After a period of sixty (60) days from the date on which the price becomes due and unpaid, IBERAPA shall be entitled to dispose of the Products stored and not collected by the Buyer, without the need to notify the Buyer, in order to recover the costs and losses incurred by IBERAPA, without prejudice to the Buyer's obligation to pay.

If the Buyer requests modifications, changes, or improvements to the supply, IBERAPA will establish a new contractual delivery period, which will be communicated to the Buyer by means of a new order confirmation.

7. Laboratory tests.

The scope of the quotation, unless expressly stated, does not include the performance of additional on-site tests on the products to be supplied, other than those already required by the quality systems and which are carried out on all our products prior to shipment. The tests to be carried out and witnessed in our laboratories must be agreed by both parties in advance, taking into consideration aspects such as the type of tests to be carried out, the applicable standards, economic value, availability of laboratory slots, etc...

The tests will be carried out at IBERAPA's facilities or at the external laboratory previously agreed, under the conditions set out in the contract or in an annex thereto agreed by both parties. Any additional tests required outside this agreement shall require IBERAPA's express prior consent and shall be carried out at the Buyer's expense.

8. Force Majeure.

Force majeure shall mean any circumstance beyond the Seller's control that temporarily or permanently affects the performance of all or any of IBERAPA's obligations to the Buyer, whether or not such circumstances were foreseen at the time of the conclusion of an order, agreement, contract, etc., such as, without limitation:

Governmental actions, insurrections, civil uprisings, acts or threats of terrorism, natural disasters, embargoes, failure to obtain supplies from third parties, revocation or cancellation of licenses, closure of business, forced closure of all or part of the business, disease, epidemic, pandemic, war or threat of war, transportation problems, accidents, strikes or labor unrest, shortage of personnel, failure of third parties to provide services regardless of the cause thereof, defects and/or breakdowns in material and rejection of parts during manufacture, failure of machinery, systems and/or software and hardware, sabotage, cyber-attacks, absence or shortage of materials from which the Products are manufactured, theft, malicious damage, lightning, earthquakes, fires, floods, storms or extreme weather conditions, power cuts, component failures, or any other event beyond the control of the Seller, its subcontractors and/or its suppliers, and which may be considered as an event of force majeure according to article 1.105 of the Spanish Civil Code, shall exempt IBERAPA from its obligation to perform for as long as it continues, and shall entail a corresponding extension of the delivery period.

In the event of force majeure, the Seller shall notify the Buyer as soon as possible, indicating the cause and its expected duration. If the cause of force majeure lasts for more than three (3) months, IBERAPA may extend the delivery period during the period of force majeure or terminate the contract without any obligation to pay damages or compensation, and demand payment for any partial deliveries already made.

9. Reception, return and complaints.

Supplies or partial deliveries shall be made in accordance with the quality and conditions specified in each contract, and the price indicated in the quotation and/or contract shall include the standard packaging used by IBERAPA. Any request by the Buyer for packaging other than that normally used by IBERAPA shall give rise to the payment of an additional price to be borne by the Buyer. In any case, the packaging shall not be returned to the seller and shall be the responsibility of the buyer, who shall ensure that it is disposed of in an environmentally friendly manner.

The Buyer shall inform IBERAPA of the name of its contract carrier within fifteen (15) days of IBERAPA's acceptance of the order. As soon as some or all of the Products are ready to be loaded onto the means of transport designated by the Buyer within the delivery period, IBERAPA shall inform the Buyer of the availability of the Products at its facilities or under the conditions agreed between the parties.

IBERAPA ensures compliance with the essential requirements of Spanish legislation and regulations, EU directives and regulations and standards applicable to the products.

In any case, IBERAPA shall not be subject to any penalty for delay and/or any liability for damage caused by delay, nor shall IBERAPA be liable for any delay in delivery or any other consequence caused by the application and modification of the export control laws and/or regulations in force by the different governments, which may affect the absence of authorisations, the acquisition of licences, permits, approvals, certificates, etc., which may prevent IBERAPA from complying with the Sales Contract, or which may involve IBERAPA in a risk of liability. In this case, IBERAPA will be released from any obligation arising from this Sales Contract.

The Seller expressly reserves title to the Products, which shall remain its property until the Buyer has made full payment of the agreed price, and the Buyer shall refrain from any act of disposal, assignment or encumbrance, of whatever nature, in respect of the Products until payment of any amount of the price has been made. In the event that the Buyer resells the Products, the Seller may claim payment from the new Buyer, even if the Products have been incorporated into other products.

Upon receipt of the shipment sent by IBERAPA to the Buyer, and within twenty-four (24) hours after its unloading, the Buyer shall notify the Seller of the existence of obvious defects, such as incorrect number of parts and/or packages, quality or condition of the product affected by damage, which can be appreciated visually or by means of a control of the reception of the products by the Buyer, with the purpose of managing the damage or loss caused during transport, with the appropriate company.

If no complaint is submitted within the aforementioned period, the goods shall be deemed to have been received and accepted by the Buyer in perfect conditions.

Once the Supply has been checked and received, the Buyer shall, within a maximum period of 15 days from the date of receipt, verify the contents of the Supply in order to check for any defects and/or faults that may be attributable to IBERAPA and, where applicable, immediately notify IBERAPA in writing of the existence of such defects and/or faults in the Product. At the end of this period, if the Seller has not received written notification of any defects or faults, the Supply shall be deemed to have been accepted.

CANCELLATION OF ORDERS: The Buyer may not unilaterally cancel any order at his discretion, and may only cancel the order for reasons previously agreed with IBERAPA, who will determine the minimum charges to be paid by the Buyer according to the nature of the product, which will be communicated to the Buyer. In the case of the cancellation of orders that are already in production, the Buyer will pay the corresponding amount according to the type of product and the progress of production, which will be communicated to the Buyer by IBERAPA.

RETURNS OF ORDERS: In general, the return of materials delivered more than 12 months ago will not be accepted, neither will the return of materials declared obsolete, discontinued, used or installed, or subjected to disassembly or any other manipulation that makes it impossible to provide guarantees of their normal use.

No returns will be accepted without the express consent of IBERAPA, and in any case for special or customised products. In the event that the return is authorised, it will be accredited by means of the corresponding return authorisation document, issued in accordance with the procedure established by IBERAPA, accompanied by the purchase invoice and the delivery note corresponding to the returned material. All transport costs, procedures and charges related to the delivery of the product to the IBERAPA factory will be borne exclusively by the Buyer.

The Buyer accepts its contribution to the expenses of inspection, reprocessing and repackaging of the returned material, which will be at least 15% of the amount payable. Once the material to be returned has been received at the facilities indicated by IBERAPA, the condition of the material will be evaluated and the Buyer will be informed of the final depreciation percentage, as well as any other conditions that may affect the return. The return will not be considered authorised until the Buyer has accepted the final conditions.

10. Guarantees.

IBERAPA guarantees the products supplied by it for a period of twelve (12) months from the date of delivery or eighteen (18) months from the date they are made available, whichever comes first, against any manufacturing and/or material defect that may affect this guarantee, providing the necessary material and labour in our facilities to repair or replace this defect, without compensation from either party, and without accepting liability for any direct or indirect damage that may arise. Any part or component repaired or replaced under this contractual warranty will also receive a 12-month repair guarantee, but this will not extend the guarantee period for the product as a whole. When incorporating accessories, devices or sub-assemblies not manufactured by IBERAPA into the IBERAPA product, the scope and duration of the guarantee shall be that granted by the respective manufacturer or seller.

Under this guarantee, IBERAPA undertakes to repair or replace the defective parts, at its discretion and in the place determined by itself. The buyer must report any defect immediately upon discovery, fully describing its nature and allowing IBERAPA to inspect and correct it; if repaired and not replaced, the buyer must make the product available for inspection. To this end, any faulty parts or products must be sent back to IBERAPA at the cost of the buyer within 30 days of the product becoming defective.

The guarantee is valid only if the transport, storage, assembly, installation, commissioning, operation and maintenance of the supply have been carried out properly by duly authorised personnel and in accordance with the instructions supplied or, in the absence thereof, with the information provided by the company, and extends exclusively to the repair of defects in the product and/or the replacement of defective elements in the same, at our facilities..

This guarantee does not cover damage, defects and/or malfunctions caused by:

- Accidents and force majeure.
- Transportation at Buyer's expense.
- Defects caused by ordinary wear and tear of the equipment due to operation, external causes or the passage of time and aging of materials, oxidation and/or corrosion.
- Environmental conditions whose parameters differ from the conditions set by the applicable IEC standards, as defined in the technical documentation of each Product, as well as inadequate, erroneous or negligent storage, loading, unloading and/or transport conditions.
- Damages produced by the transport on behalf of IBERAPA, if not reported to IBERAPA or to the carrier before forty-eight hours after the delivery of the material.
- Repairs, modifications, manipulations or alterations to the Products carried out by personnel outside the Seller's organisation,
- Incorrect assembly, installation, or connection, as well as improper handling, wiring, or configuration of the Products by the Buyer or third parties not affiliated with IBERAPA, and commissioning or installation by technical personnel who are not qualified or authorised by IBERAPA.
- Neglecting to lubricate, use, or clean with the recommended products and, in general, neglecting to maintain or regularly operate in compliance with the maintenance instructions specified by the Seller. If necessary, the Seller will provide the Buyer with relevant information and documentation, such as operating manuals, to fulfil its obligations for the Product.
- Variation in the quality of the electrical supply (voltage, frequency, etc.), surges and/or disturbances caused by manoeuvres, short circuits, or operation of elements of the installation external to the Products.
- Defects or failures caused by excessive wear and tear due to overloading, misuse, negligence, or external factors such as high humidity, dust, corrosive agents, electromagnetic fields, static energy, or fluctuations in the quality of the electrical power supply.
- Product updates resulting from the development of the products after the sale.
- The guarantee does not cover any costs associated with the searching for a defective component during installation or dismantling and reassembling the Product in its installed location.
- Those defects that have been generated by causes not attributable to or beyond the control of IBERAPA.

11. Prevention of risks, health, and safety.

The Buyer undertakes to comply with current health and safety regulations, and to ensure the safety of IBERAPA personnel and working conditions during technical service trips or commercial visits to the facilities where they are providing their services or carrying out their work. Likewise, the Purchaser must notify IBERAPA in writing beforehand of any specific health and safety requirements, to enable IBERAPA to undertake any necessary measures for ensuring efficient management of occupational risk prevention.

For these purposes, and according to the nature of the work to be carried out, the Buyer shall provide the information, assistance and coordination necessary to achieve both proper compliance with the regulations in force and, as a priority, adequate management in this area, as well as to ensure that its employees, subcontractors and/or agents respect and comply with the Buyer's Health, Safety and Environmental Policy while in the workplace, in so far as this policy has been made available to the Seller. In the event of any non-compliance by either party, each entity will be held responsible for its own omissions. The Buyer cannot avoid or transfer any penalties or indemnities arising from specific non-compliances, acts or omissions of the Buyer to IBERAPA.

If, in IBERAPA's reasonable judgement, the health or safety of its personnel is endangered due to threats, terrorist attacks, pandemics or generally unsafe working conditions at any location, IBERAPA may cancel all or part of the performance of the Contract and evacuate its personnel and/or continue the performance remotely if possible.

12. Environmental regulations compliance.

It is the Buyer's responsibility for the collection and disposal of waste. For professional electrical and electronic equipment "EEE", affected by the European Directive 2002/96/EC of January 27, 2003, and the European Directive 2006/66/EC of September 6, 2006 as well as the regulations in force implementing them, the responsibility for the collection and processing and/or recycling of the waste originated by these "EEE" has been transferred to the Buyer who accepts it. The Buyer undertakes to accept responsibility, on the one hand, for the collection and disposal of the waste originated from the "EEE" subject to the sale and, on the other hand, for their processing and recycling. Failure on the part of the Buyer to comply with these obligations may result, among other things, in the application of the criminal penalties provided by the legislation of each Member State of the European Union.

13. Anti-corruption, compliance and business ethics.

The Buyer undertakes to comply with all applicable laws in relation to the activities contemplated by the purchase order, including, without limitation, laws and regulations relating to taxes, foreign exchange, and customs regulations, as well as anti-corruption, antitrust and anti-money laundering laws or regulations, or any other criminal laws applicable to IBERAPA or the Buyer.

The Buyer undertakes to comply with IBERAPA's ethical principles of integrity in business relationships as described in its Code of Conduct, which are published on its website, or available upon request from iberapa, and/or such other guidelines as IBERAPA may provide to the Buyer, and which shall form part of the order.

The Buyer shall immediately notify IBERAPA through its whistleblower channel, by e-mail:

conductas@iberapa.com , in the event that a third party or any representative or employee of IBERAPA directly or indirectly incites the Buyer to violate any law, regulation or ethical principle of integrity in business relations.

14. Personal data protection.

The personal data provided by the Buyer within the scope of the Contract, as well as any other data that may be provided to IBERAPA for the performance of the Contract, will be processed by IBERAPA for the sole purpose of facilitating the proper management and performance of the contractual relationship established between the parties and in accordance with the legal basis of the same. The aforementioned personal data will only be communicated to those entities and/or public bodies to which it is necessary to make such communication in compliance with the legal obligations that correspond to IBERAPA, keeping the personal data of the signatories for the time strictly necessary for the proper execution of the contract and, if necessary, for the additional storage period that such entity must respect for the fulfilment of its legal obligations.

In any case, individuals are informed that they have the right to:

1. Ask IBERAPA for access to their personal data, as well as their rectification, cancellation, restriction of processing, portability or, where applicable, opposition to their processing, by means of a written request addressed to IBERAPA at the following e-mail address: gdpr@iberapa.com
2. Complain to the Spanish Data Protection Agency or any other competent supervisory body, especially if they have not obtained satisfaction in the execution of their rights. If the execution of the contract signed between the parties requires the processing of personal data by IBERAPA on behalf of the buyer, the parties will sign the corresponding contract with the content and scope established in article 28 of the LOPD.

15. Applicable Jurisdiction.

Unless otherwise stipulated, all disputes arising from this contract will be settled by the parties through fair and good faith negotiations. In the event of any dispute arising from the interpretation and execution of the contract that cannot be resolved by common consent, they will be definitively settled by the Courts and Tribunals of Valencia, with the parties expressly waiving their own jurisdiction, if any, even in the event of an abbreviated procedure, the intervention of third parties or multiple defendants.

These CGVI, their interpretation and the contractual or extra-contractual obligations arising from or related to them shall be interpreted in accordance with Spanish law.

16. Supplementary clauses.

Preservation of property clause:

IBERAPA retains ownership of the goods delivered until the Buyer has finally and completely paid the price of the delivery and has fulfilled all the obligations arising from the commercial relationship. The Buyer is obliged to take good care of the goods supplied until it acquires ownership, assuming the risks related to the possession, storage, damage, loss and/or use of the products, in accordance with the agreed INCOTERM, and from that date shall be liable for any damage caused by the products.

Restriction on exports:

Unless the corresponding export licences have been obtained from the relevant authority and expressly authorised in advance by IBERAPA, the goods and services supplied by IBERAPA under the Contract shall not be exported and/or re-exported to any destination and to any parties (including, but not limited to, individuals, groups and/or legal entities) restricted by applicable export control laws and/or regulations; or used for purposes and in areas restricted by applicable export control laws and/or regulations.

Anti-terrorism clause:

The Buyer further agrees that the Products shall not be used, directly or indirectly, in any missile system or unmanned aerial vehicle; nor in any nuclear weapon delivery system; nor in the design, development, production or use of any weapons, including, but not limited to, chemical, biological or nuclear weapons.

Termination clause:

Any unexpected event, such as force majeure, changes in economic conditions, changes in the content of the services, changes in rules or regulations that have a significant impact on the products to be supplied or the services to be provided by IBERAPA, shall entitle IBERAPA to cancel the contract in whole or in part, by means of a simple written notification, without any obligation to pay compensation.

Industrial property clause:

Any technology, invention, work, drawing, know-how, design, calculation, manual, method, solution, idea, improvement, modification, contribution and, in general, any information or related documentation developed or supplied by IBERAPA in the course of the quotation, the execution of the Contract, or incorporated in the design or operation of the Supply, and which constitutes industrial or intellectual property, shall always be the exclusive property of IBERAPA and shall be considered business secrets. The Buyer may not use them for its own benefit or for the benefit of third parties without the prior written consent of IBERAPA for purposes other than the performance of the contract and the operation and maintenance of the supply. The documents of any kind provided by IBERAPA to the Buyer and their contents are the exclusive property of IBERAPA and the Buyer may only use them for the installation, operation and maintenance of the goods supplied and may not give them to third parties without the express prior written consent of IBERAPA.

Non-binding technical information clause:

The weights, dimensions, capacities, technical specifications, characteristics and configurations relating to the Seller's products contained in catalogs, brochures, leaflets, technical literature, packing lists, or similar, are for guidance only and are not binding, except in cases where they have been expressly accepted by IBERAPA. Any measure or dimension indicated by IBERAPA shall be considered as approximate, unless the Buyer requests specific measures in writing.

Nullity or Invalidity Clause:

The nullity or invalidity of any of the clauses and/or conditions of these CGVI or of the Contract shall not be considered a nullity or invalidity. The remaining clauses and/or conditions shall be extended to the rest of the clauses and/or conditions, which shall remain in force.

Liability limitation clause:

The liability of IBERAPA, its agents, employees, subcontractors and suppliers shall not exceed, in total, the price of the defective product causing the damage or injury, for claims arising from the performance or breach of their contractual obligations. In no event shall IBERAPA be responsible for any indirect, consequential or incidental damages that may be suffered by the Buyer or third parties, such as loss of production, revenue or profits (loss of profit), loss of performance or availability, replacement costs, downtime, waiting, labour, investment costs and other financial, third party claims, or any other special, indirect or subsequent damages. In addition, IBERAPA must be notified of the existence of the damage as soon as it occurs. The limitation of liability contained in this clause shall prevail over any other provision contained in any other contractual document that contradicts or is inconsistent with it.

Confidentiality Clause:

The parties shall keep confidential all documents, data, materials and information provided by one party to the other and shall not disclose them to any third party or use them for any purpose other than the performance and development of the Supply without the prior written consent of the other party. The foregoing shall not prevent the Seller from disclosing the name of the Buyer and the basic data of the Supply as part of its commercial references.

Liquidation Clause:

In the event of Buyer's bankruptcy, insolvency, receivership, administrative receivership, judicial receivership or similar, dissolution, liquidation or transfer of all or any of its assets, Seller may terminate the Agreements by notice in writing, without prejudice to Seller's other rights, such as the recovery of all damages suffered and the payment by Buyer to Seller of all sums due and owing or any other sums deemed to be due and payable thereunder.

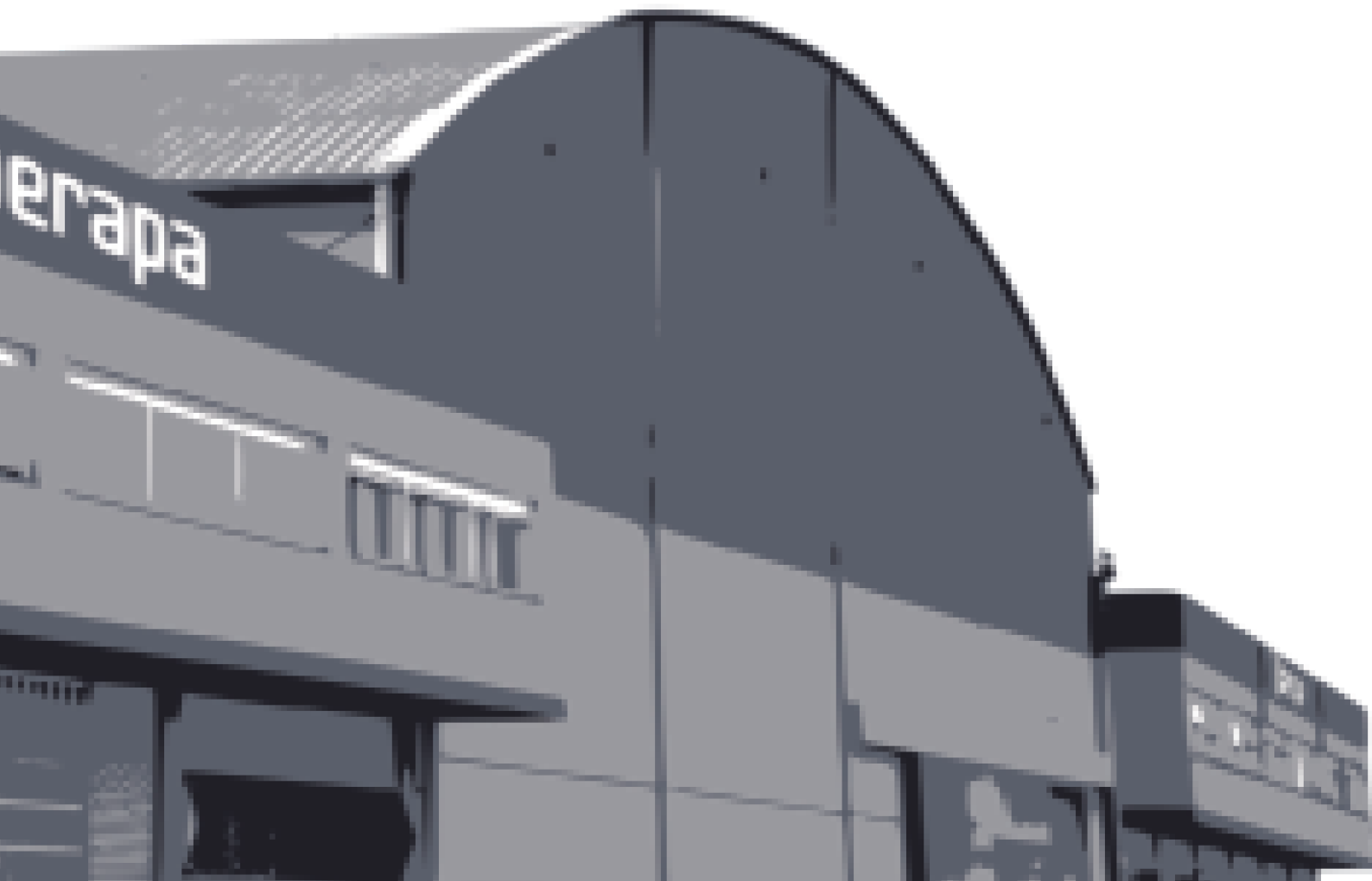
Transfer and subcontracting clause:

IBERAPA may assign all or part of the contract to companies in its group without the consent of the purchaser, the mere communication of the aforementioned assignment being sufficient. IBERAPA may subcontract any part of the works or supplies included in the scope of the contract, maintaining in any case its responsibility for the entire scope of the contract.



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