

## GENERAL CONDITIONS OF SALE OF TALLERES HADIMEK S.L.

The signing or placing of an order (hereafter '**Contract**') by a buyer (hereafter '**Client**') implies the acceptance of all the terms and conditions of sale set out in this document. These terms and conditions take precedence over all others and shall be applied in the event of a conflict.

### **1. Acceptance of the Contract**

A Contract shall be considered final after it has been accepted by Talleres Hadimek S.L. and shall not come into force until the latter communicates this to the Client in writing by means of the corresponding order confirmation, including details of any reservations.

### **2. Discrepancies between the order and the order confirmation**

In the event of discrepancies between any of the details in the order and the order confirmation, the latter shall prevail.

### **3. Prices and delivery conditions**

The prices set out in the contract shall be in euros and DAP (Incoterms 2020) except where expressly indicated in the commercial offer.

The goods shall be delivered using the Supplier's standard packaging unless expressly requested otherwise by the Client. For delivery by sea and air, the goods shall be dispatched in wooden boxes with the cost borne by the Client.

### **4. Delivery of goods not compliant with the Contract, complaints and force majeure**

In the event that the Client discovers anomalies or quality defects in the goods delivered by the Supplier, the Client shall communicate this immediately in writing by email within five working days.

The Client shall have the right to take action against the seller relative to defects in the quantity or quality of the packaged goods received, provide they exercise their right within four days following receipt of the goods and the circumstances are not attributable to an act of God, inherent vice or fraud. Any Client that has not made a complaint relative to inherent defects in the sold goods within thirty days following their delivery shall lose all right to take action against the seller in this regard (art. 336 and 342 of the Commercial Code).

The Client should file any complaints in writing by email and Talleres Hadimek S.L. shall limit its action to replacing or repairing the defective goods. The goods shall be replaced or repaired following verification by our staff and once the goods are in our facilities. No other charges or penalties shall be admitted.

The shipping cost of complaints and returns made by the Client shall be borne by them. If the complaint is upheld, Talleres Hadimek S.L. shall reimburse the shipping costs in accordance with the most economic delivery route.

In the event of a replacement, Talleres Hadimek S.L. shall provide one as early as possible.

Talleres Hadimek S.L. reserves the right to reject the goods owing to material defects if, following two rounds of

manufacturing, the requested product has not been acquired.

Talleres Hadimek S.L. reserves the right to delay or cancel the order where manufacturing is hindered or delayed by strikes, pickets, accidents, war, fire, shortages or unavailability of raw materials from the normal supply source and in all instances of force majeure.

### **5. Limitations on the Supplier's liability**

Including those cases where a complaint has been made in the appropriate manner and is upheld, the liability on Talleres Hadimek S.L. shall be limited to replacing the item in question, without incurring any other charges or penalties.

All other rights that the Client may assert shall be excluded, resulting in the termination of the Contract or the rejection of any request for compensation for direct or indirect damages of any nature.

### **6. Resolution or cancellation of the Contract**

Talleres Hadimek S.L. reserves the right to accept the full or partial invalidity of an order.

Should the Client breach the Contract, particularly in matters relative to payment, Talleres Hadimek S.L. reserves the right to appropriate the goods. In this case, the Client grants us the irrevocable right to enter their facilities and appropriate the goods without hindrance.

### **7. Payment conditions**

The invoice amount should be paid using the payment method indicated in the commercial offer or order confirmation within 30 calendar days following receipt of the goods and of the invoice date, except where expressly indicated otherwise in the commercial offer or order confirmation. All payment transfer costs shall be borne by the Client.

The total price excludes VAT.

Discounts may only be applied where a special agreement has been made in writing.

If Talleres Hadimek S.L. does not comply with any of the formalities set out in the Client's terms and conditions of sale (certificate of compliance with tax obligations, certificate of ownership, bank account number on invoice), the Client may not use this as justification for delaying payment. The contact details of Talleres Hadimek S.L. shall be provided on the invoice for the purposes of communicating any error or instance of missing information.

Any delay in payment following the payment deadline shall result in the application of late-payment interest (statutory rate) and any other charges that may be incurred by the Client.

Until such time as the Client has met the total cost of the goods supplied by the Supplier, said goods shall remain the property of Talleres Hadimek S.L. and the latter shall retain ownership of the delivered goods, with all the rights that this entails against third parties.

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Following the due date of invoices issued by Talleres Hadimek S.L., the latter reserves the right to apply a penalty of 1% of the unpaid sum from the first week of non-payment up to a maximum of 10%.

Where the Client fails to pay the invoice within the specified deadline, Talleres Hadimek S.L. shall issue a written reminder requiring payment within seven days.

If, despite receiving a reminder, the Client still does not pay the invoice, Talleres Hadimek S.L. shall issue a second reminder including the threat of legal action should the Client fail to settle the outstanding amount.

If Talleres Hadimek S.L. is forced to take legal action to recover unpaid invoices, all costs incurred (lawyers, legal representatives, expenses, etc.) by Talleres Hadimek S.L. shall be paid by the Client.

### **8. Duty of confidentiality**

Both Talleres Hadimek S.L. and the Client shall treat with the strictest confidence all information to which they have access as a result of their negotiations and entering into the contract.

As part of its business strategy, Talleres Hadimek S.L. may indicate that it holds a commercial relationship with the Client and reserves the right to use and publish the logo or name pertaining to the Client's project or end user, unless expressly indicated otherwise.

### **9. Delivery, delivery deadlines and cooperation obligations**

The start of the estimated delivery period shall be subject to clarification of all technical matters and compliance with all agreed obligations (payment with order, etc.). Any changes or modifications requested by the Client during manufacture shall under no circumstances be factored in as a delay.

Partial invoices may only be issued if partial deliveries have been agreed.

The point at which the goods leave our facilities shall be used as the basis of checking compliance with delivery deadlines and dates. The deadline shall be considered as having been met upon receipt of the corresponding notification.

In the event of a delay in collecting the goods by the Client, the Supplier reserves the right to charge a storage fee. The goods will be stored in the Supplier's facilities or those pertaining to a third party.

If an order is stopped by the Client, whether during manufacture or in the final phase, Talleres Hadimek S.L. shall have the right to invoice both the material used for the order and the entire cost incurred up to the date of termination by the Client.

### **10. Partial invalidity**

Breach by the Client of any of the clauses herein shall not be interpreted as voiding that or any other clause.

A legal declaration of invalidity of any of the provisions herein shall not prejudice the entirety of the provisions.

### **11. Data protection**

In accordance with current personal data protection law, we hereby inform you that your data shall form part of the processing system owned by TALLERES HADIMEK S.L., an entity with tax identification number (CIF) B20969176 and registered address at POLIG. IND. PARCELA 4 (F) PAB. 1 20829, ITZIAR (GUIPÚZCOA), SPAIN. The purpose of processing your data is to be able to send you order confirmations, delivery notes and invoices. In compliance with the applicable regulations, TALLERES HADIMEK S.L. informs you that your data shall be held during the legally established period.

Your data shall be shared, where necessary, with public administrations and all necessary institutions to ensure the provision of the service referred to above.

Not providing the data to the aforementioned entities shall result in it being impossible to provide the services.

You may contact the Data Protection Officer at TALLERES HADIMEK S.L. by email at [dpo.cliente@conversia.es](mailto:dpo.cliente@conversia.es) or by calling +34 902 877 192.

TALLERES HADIMEK S.L. shall process the data in a manner which is legal, faithful, transparent, appropriate, relevant, restricted, precise and up to date. TALLERES HADIMEK S.L. therefore commits to taking all reasonable steps to delete or rectify inaccurate data without delay.

You may exercise your rights to access, rectification, restriction of processing, erasure, portability and objection under the terms set out in current data protection legislation, sending your request to POLIG. IND. PARCELA 4 (F) PAB. 1 20829, ITZIAR (GIPUZKOA), SPAIN or by email to [admin@hadimek.com](mailto:admin@hadimek.com)

You may file a complaint with the competent supervisory authority should you wish.

### **12. Final points**

These terms and conditions apply to all offers, orders, delivery notes, certificates and invoices issued by Talleres Hadimek S.L. unless otherwise specified in writing and agreed by both parties.

Notification of this document implies that it has been received and accepted.

### **13. Applicable law and jurisdiction**

The Contract shall be governed and interpreted in accordance with Spanish common law.

The Client and Talleres Hadimek S.L. expressly waive their right to any other jurisdiction to which they may have recourse and expressly submit to the courts and tribunals of the country in which Talleres Hadimek S.L. has its registered address for the purposes of resolving any dispute relative to the Contract.