



Terms and Condiciones of Sale IFAM Seguridad, S.L.U.

I. General Provisions. Execution of the Contract

- The terms and conditions governing all deliveries and the provision of all services, including consultancy services and any other additional or accessory services (hereinafter referred to jointly as the 'Products'), shall be exclusively defined and established by the written provisions contained in these Terms and Conditions of Sale (hereinafter, the 'Terms and Conditions of Sale'). Unless IFAM Seguridad, S.L.U. agrees to accept other special contractual terms and conditions, these Terms and Conditions of Sale shall apply to all current or future contracts that have as their main purpose the supply/sale of products or the provision of services. No other terms and conditions, including any that may be attached to orders or purchase offers submitted to IFAM Seguridad, S.L.U. (hereinafter, 'the Seller') by Customers, shall be applied, irrespective of whether or not such terms and conditions are inconsistent with, contrary to, or additional to the Terms and Conditions of Sale set forth herein or the applicable legal provisions, and irrespective of whether or not the Customer has expressly declined to accept them. Any communication interpreted as being an offer made by the Seller and the corresponding acceptance thereof by the Customer shall be expressly governed by the Terms and Conditions of Sale established herein.
- The Seller shall be entitled to accept orders placed by Customers within two (2) weeks of receiving them. The contract shall be concluded by way of written confirmation of the order by the Seller, or where no such confirmation is sent to the Customer, by way of delivery of the Products. If the Customer decides to change the order following confirmation by the Seller, extending, limiting, or altering its scope in any way, this must be communicated to the Seller, ensuring that the latter is aware of the said change. In this case, the Seller shall inform the Customer of whether or not this change is possible, and in such case, it shall inform the Customer of the new conditions with regard to price and delivery term. Any change shall become effective once the Customer has accepted the new conditions. In the event that the change is not possible, the Seller shall likewise inform the Customer and shall process the extension as a new order following confirmation by the Customer. Where the change to the order entails a reduction or involves different items, the Seller reserves the right to choose whichever option is in its best interests. Confirmation of the order shall be decisive with regard to the rights and duties of the parties. In the case of immediate deliveries of Products, the content of the invoice shall be decisive and shall be deemed to constitute confirmation of the order. If the Customer opposes these Terms and Conditions of Sale, it must inform the Seller of its opposition as soon as possible, stating its objection clearly and always allowing the Seller sufficient margin so that, where pertinent, it can halt the performance of any works, deliveries, or provisions of services without incurring in any expense. Otherwise, the Customer shall bear the expense/costs in which the Seller has incurred.

II. Price and payment conditions

- The Seller shall issue its invoices in euros (€). Payment shall be made in full and free of charge by the maturity date of each invoice, in accordance with the payment conditions agreed between the Seller and the Customer.
- The price of the Products (the 'Price') shall be that indicated by the Seller. The Seller shall not accept orders for a price of less than fifty euros (€50).
- The Seller reserves the right to pass on, in the Price payable by the Customer and prior to delivery of the Products, any increase in the costs borne by the Seller as a result of (i) any event beyond the reasonable control of the Seller; (ii) any increase in the cost of labour or materials, including the cost of storage where the Products have not been collected or dispatched according to the Contract; (iii) any change to the delivery dates, quantities, specifications, or scope of the instructions given to the Seller, made at the request of the Customer; (iv) any delay or additional work or materials caused by instructions, negligence, or non-compliance on the part of the Customer; (v) any failure by the Customer to supply the Seller with adequate and timely information, or with instructions or specifications where these are required.
- The Price does not include value added tax or any other applicable taxes or charges, or the cost of and/or surcharge payable for non-standard packaging, or loading, unloading, transport, insurance, or any other similar costs, which – should they arise and unless the Seller and the Customer have expressly agreed other special conditions – shall be payable by the Customer in addition to the Price. Where the cost of transport or any other costs payable by the Customer have been paid in advance by the Seller, the Seller shall be entitled to invoice the said costs immediately.
- If the Seller increases the purchase price as a result of increased costs unrelated to the foregoing, the Customer may terminate the contract, and must notify the Seller of its intention to terminate it in writing within five calendar days of being informed of the Price increase; otherwise, the Price increase shall be deemed to have been accepted by the Customer.
- The Seller shall be entitled, at its discretion, to require the Customer to provide documented credit and/or any other methods of payment and/or security that it considers appropriate for the purpose of ensuring compliance with the duty to pay the Price prior to the delivery of the Products.
- In the event of a delay in payment, the Seller shall be entitled to charge interest at an annual rate of the European Central Bank (ECB) interest rate on the main refinancing operations (minimum offer rate) as applicable at the pertinent time plus eight (8) percentage points, without prejudice to this remedy not excluding any other rights or remedies available to the Seller and envisaged in the applicable law. In the event of a delay in payment or where amounts receivable by the Seller are at risk as a result of a significant deterioration in the Customer's solvency, the Seller shall be entitled to accelerate the maturity of its credit rights so that they become liquidated, due and payable as from that time, irrespective of the payment deadline or of the term of the security. In this case, the Seller shall only make any outstanding deliveries on the basis of payment in advance or after first obtaining the appropriate security. All of which without prejudice to the right of the Seller to pursue such legal remedies as may be appropriate.

III. Delivery. Risk transfer

- Unless other special conditions have been expressly agreed between the Seller and the Customer, the former may establish the methods and the means of transport for the Products, although it shall take the preferences or needs of the Customer into account, provided that it has been informed of them. Transport costs shall be borne by the Customer in accordance with condition II.4 above. However, if the cost of dispatching the Products is borne by the Seller, delivery may be performed by a third party. The Customer must ensure that it is in possession of suitable equipment for receiving or taking delivery of the Products.
- The risk of loss or damage to the Products shall be transferred to the Customer in accordance with the special conditions expressly agreed between the Seller and the Customer, although in general terms the said risk shall be transferred at the moment when the Products leave the Seller's production facility or are made available to the Customer for collection.
- Compliance with the delivery term established shall be subject to receipt by the Seller in good time of all documents that the Customer is required to provide, clarification of all technical aspects, and complete delivery being made in time by the Seller's sub-suppliers. To the extent that the said conditions are not met in time, the delivery term shall be extended as a result.
- The delivery dates agreed shall be deemed to have been complied with as from the moment the Products have been dispatched or made available to the Customer for collection, even where delivery of the Products cannot be made in time where the Seller has not incurred in any breach of contract.
- The Seller may make partial deliveries, in excess or in default, in so far as this is reasonable bearing in mind the habitual discrepancies within the customs sector. The pertinent provisions shall apply to advance deliveries. In the case of deliveries in excess or in default, the Price shall be adjusted accordingly.
- Delivery dates shall under all circumstances be approximate. Delivery of the products shall be carried out in accordance with what has been established in advance and within a reasonable term taking into account the nature of the orders and any other relevant circumstances, without this being deemed to constitute a delay by the Seller.
- Where non-compliance by the Seller with any obligation is due to a situation of 'Force Majeure', defined as impediments or any other circumstances beyond its reasonable control, it shall be released from the duty to comply and the delivery date shall be extended for the duration of the situation of Force Majeure and its consequences. Situations of Force Majeure include, *inter alia*, catastrophes or natural disasters, such as epidemics, nuclear accidents, fires, floods, typhoons, or earthquakes; actions or omissions by government authorities, whether civil or military, such as foreign-currency controls, the revocation or suspension of import or export licences, top-priority governmental orders, assignments or restrictions on the use of materials or labour; wars (whether declared by the government or in any other way), civil uprisings, sabotage, or revolutions; acts of terrorism, strikes or blockades; lack of raw materials or energy supplies; breakdowns of machinery or other interruptions to operations. In this case, the Customer undertakes to negotiate a suitable

adjustment to the Contract with the Seller. Where as a result of a situation of Force Majeure the adjustment made to the Contract turns out not to be profitable for the Seller, it may unilaterally terminate the Contract without the Customer being entitled to receive any compensation as a result.

- Without prejudice to any prior conditions established by these Terms and Conditions of Sale or by the legislation in force, the Customer may only terminate the contract on the grounds of delay in the event that each and every one of the following conditions are met: (i) that the Seller has caused the said delay through its own and exclusive fault; (ii) that the said delay exceeds the expected date of delivery by four (4) weeks; (iii) that the Customer has notified the Seller in writing of its intention to terminate the contract, and (iv) that the Seller has been granted additional time of sufficient length for what is reasonably necessary for the performance of the said Contract without the Products having been delivered.
- Where dispatch or delivery are delayed at the request of the Customer or for any other reason attributable to the Customer for more than fourteen (14) calendar days following when the Customer is informed by the Seller of the availability of the consignment, the Seller may charge the Customer for storage costs for each successive month at a rate of 0.5% of the price of the Products.

IV. Reservation of intellectual property rights

- The Seller reserves (beyond the delivery of the Products) all intellectual property rights (copyright, patents, etc. without exception) and any other exclusive rights over the Products, as well as the rights over any documents, drawings, assistance, and similar products that it has delivered to the Customer.

V. Descriptions, samples, and promotional materials

- All drawings, specifications, or advertising distributed or supplied by the Seller, and all descriptions, details, or illustrations contained in the Seller's catalogue, are published for the sole purpose of providing an approximate idea of the Products described, and shall not form part of the Contract, and the Customer may not rely on them.
- The Seller may correct any printing or copy error or any other kind of error or omission in one of its catalogues, or in an estimate, price list, acceptance of an offer, confirmation of an order, label, packaging, invoice, or any other document or information supplied by the Seller at any time and without incurring in any liability in respect of the Customer, and it may do so by way of a public correction, or by publishing the said correction on the Seller's website, or by a written notice addressed directly to the Customer, and the said correction shall be directly binding on the Customer.
- The Contract shall not have the form of a sale by sample unless the Seller expressly states in the Confirmation of the Order that the Contract has the form of a sale by sample.

VI. Specifications

- Where pertinent, the Customer shall be responsible for conducting, at its own expense, such tests as may be necessary in order to ensure that the Products are in compliance with the specifications indicated by (or specifically agreed with) the Seller, and that they are of satisfactory quality and that they are suitable for its purposes.
- The Seller shall deliver the Products that it manufactures in accordance with its own specifications (with the requirements that it considers adequate on the basis of its experience within the sector and market standards, save for those specifically agreed with the Customer), and it shall not be liable in the event that the said Products are not fit for the purpose intended by the Customer. The suitability of the Products requested from the Seller for the purposes intended by the Customer shall be the responsibility of the latter.
- The Seller reserves the right to make such changes as may be necessary to any requirement that does not have a material effect on the quality or performance of the Products, or such material changes as the Seller may consider necessary to the Products in order to comply with the safety standards established by the regulations in force. The Seller shall not be responsible for compliance by the Products with the safety standards required by law where the specifications for the said Products have been supplied and/or drawn up by the Customer or altered at the Customer's request.

VII. Returns and cancellations

- The Customer may return Products that are defective, damaged (provided that the damage is attributable to or has been caused by the Seller), or that have not been ordered within 30 calendar days, and the cost of returning or replacing the Products and (where pertinent) refunding the Price shall be borne by the Seller.
- If the return arises for reasons not attributable to the Seller (e.g. an erroneous order), the cost of returning the Product shall be borne by the Customer, and in addition it shall pay the Seller a penalty equivalent to 15% of the Price of the Products returned.
- Without prejudice to the foregoing, the Seller may under all circumstances refuse the return of the Products, including those that are non-standard, bespoke, or that have been manufactured following the specific instructions of the Customer.
- The Customer may cancel an order by serving written notice on the Seller within a period of time to be determined in accordance with the special conditions of each order and which shall under all circumstances be a reasonable period of time, which means (merely for the purpose of example and not limitation) (i) for generic or standard orders: sufficiently in advance of the date of dispatch / placement into transit / delivery of the Products; (ii) for non-generic or non-standard or bespoke orders, or those requiring specific purchases or assemblies: prior to the date on which the Seller started work on the manufacture / assembly or made purchases for this purpose. In the event that the Customer does not notify the Seller of the cancellation of the order within a reasonable time, the Seller reserves the right to refuse the cancellation of the order, and in this case to claim from the Customer any costs, without exception, in which it has incurred up to the date of receipt of the cancellation notice.
- In any event, cancellation shall not release the Customer from having to pay the Seller the Price of those Products which, on the date of the cancellation notice, have already been dispatched, put in transit, or delivered, which are not affected by the cancellation request (in the case of orders with multiple deliveries).

VIII. Liability for non-satisfactory Products and for problems with the title over the Products

- Products shall not only be deemed to be non-satisfactory where their specifications are clearly at variance with the specifications indicated by the Seller or the specifications specially agreed with the Customer, and this situation already exists at the time of the transfer of the risk. However, the Seller reserves the right to change the raw materials of the Products for different raw materials that are equally suitable, in the event that the occurrence of unforeseen events has caused a shortage of the raw materials that were originally going to be used. With the exception of the warranties expressly stated in the Contract, the Customer waives any other express or implied warranties, including, *inter alia*, warranties as to marketability or suitability for a specific purpose, or those of any other kind. The Customer states that it is aware of the specifications of the Products supplied by the Seller, and as such it shall be solely responsible for the adequacy or suitability of the said Products for their use, marketing, etc. outside of the Kingdom of Spain. Furthermore, the Seller shall not be responsible for (a) any defects caused by reasons beyond its control, such as incorrect or negligent handling, excessive voltage, the use of unsuitable operating equipment, or (c) minor wear and tear; (b) failure to follow the instructions contained in the respective manuals, or (c) natural defects.
- Without prejudice to any exclusion or limitation of liability by the Seller in accordance with the applicable legislation, the Products delivered will incur in defective title if they are not free from rights or claims enforceable by third parties at the time of the transfer of the risk. Without prejudice to any other legal requirements, third-party rights or claims based on intellectual property shall only be deemed to be a breach of the Contract to the extent that the intellectual property is registered and has been made public, thereby precluding the habitual use of the Products by the Customer.
- In the event of the delivery of non-satisfactory Products or Products with defective title, the Seller, at its discretion, shall remedy any defect or re-manufacture or replace any Products or parts of Products that are not in compliance with the Contract, subject to the condition that the Products are non-satisfactory as a result of circumstances existing prior to the transfer of the risk. The defect shall be remedied or the delivery shall be replaced in accordance with good faith at all times and without any acknowledgement of any legal liability, unless expressly stated otherwise by the Seller. In accordance with what has been stated above, where remedying the defect or making the repairs is excessively onerous or impossible, the Seller may opt for giving the Customer a refund. In any event, the termination of the contract for these reasons shall not result in any compensation of any kind being payable in favour of the Customer.
- Where it has incurred in costs or expenditure, the Seller shall be entitled to compensation in the

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event that it is subsequently established that the defect reported by the Customer (a) does not exist, or (b) is the result of a circumstance for which the Seller is not liable.

- Any claim by the Customer in respect of the correction of non-satisfactory Products, specifically the cost of transport, travel, labour, and materials, shall be excluded where it has been caused by the transfer of the Product delivered to somewhere other than where the Customer performs its activity, unless this constitutes the contractual use.
- The liability term for defective products shall be twelve (12) months as from the date of the transfer of the risk, unless the confirmation of the order states otherwise, and any action pursued against the Seller based on a defect in the Products shall be time-barred following the expiry of the said term. For the purpose of clarification, no new liability term for defective products shall start to run in respect of Products that have been repaired or replaced.
- The Seller shall not incur in any liability where the Customer fails to inform it promptly and in writing, within the liability term for defective products, of the existence of a defect or of defective title. However, in the event that the customer discovers the defect or the defective title within the said term, it must notify this within no more than eight (8) calendar days of either (i) its discovery, or (ii) when the Customer must necessarily have discovered it. Where necessary, the Customer shall be under a duty to verify whether or not the Products delivered are free of defects and meet the specifications indicated by (or specifically agreed with) the Seller. Any objection regarding the characteristics or the quantity of Products delivered must be notified to the Seller, stating the dates of the order and the invoice numbers.
- The descriptions of the Product offered by the Seller must be strictly taken into account. The Products must be used and stored in accordance with the Seller's specifications. The Seller shall accept no responsibility for use or handling of the Products that is not in compliance with its specifications.

IX. Warranty

- The Products come with a twelve (12) month warranty.
- Any product, handling, or service that has not been supplied and/or provided exclusively by the Seller is excluded from any warranty.
- Any product handled by persons unrelated to the Seller is excluded from any warranty.
- Likewise, any Products damaged as a result of misuse by the Customer (or third parties), or by a lack of maintenance or care, are excluded from any warranty.

X. Limitation of liability

- The Seller shall only be liable for the commission of malicious acts. Under no circumstances, and irrespective of the legal grounds relied on (whether in contract or in tort or under any other legal framework), shall the Seller be liable as against the Customer for loss of profit, loss of use, loss of data, the cost of capital, the cost of inactivity, the cost of replacement goods, material losses (whether or not caused by the Products), any loss or damage deriving from the said losses, any special, incidental, indirect, or latent losses, or any of the foregoing concepts incurred by any third party. Under no circumstances shall the total liability of the Seller exceed 100% of the Price of the contract.
- The limits on liability referred to above shall apply in the event of serious negligence or malicious conduct by any other party acting on behalf of the Seller, including, merely for the purpose of example, its sub-contractors, agents, advisers, and employees.
- The said limits on liability shall also apply for the benefit of sub-contractors, agents, advisers, managers, and employees of the Seller.

XI. Termination of the contract

In addition to non-compliance with the provisions of the contract between the parties, the situations governed by these Terms and Conditions of Sale shall also constitute grounds for the termination of the contract.

In the event that the Customer is in breach of any of its duties, or becomes (or it is foreseeable that it will become) insolvent, the Seller may terminate the contract by way of serving written notice on the Customer suspending all supplies or deliveries of Products. Despite the termination of the contract, the Seller shall be entitled to claim from the Customer, where pertinent, that part of the Price which it is entitled to receive for Products delivered but not paid for.

XII. Safety of the Products and civil liability for defective products

- In order to ensure that the Products have a high level of safety, Customers must inform the Seller promptly of any damage or any other abnormalities observed with regard to its Products.
- With regard to defending civil-liability claims for defective products filed against the Seller, Customers must support the Seller to a reasonable extent. Likewise, Customers shall provide the Seller with the pertinent documents regarding the way in which the Products have been processed or used by the Seller, and regarding the proportion of the Seller's Products in the product or service provided by the Customer.

XIII. Intellectual Property

- The Seller supplies Products which do not infringe third-party intellectual property rights in accordance with the provisions of these Terms and Conditions of Sale and the applicable legislation. The Seller shall not be liable to the extent that the Customer uses the Products in any way without infringing third-party intellectual property rights. The Customer must independently assess whether or not the planned use of the Products constitutes an infringement of third-party intellectual property rights. Customers must inform the Seller promptly of any such infringements.
- Claims filed by Customers against the Seller in respect of the infringement of third-party intellectual property rights shall be excluded where the infringement is due to a breach of contract by the Customer, or where it is the result of a specific request made by the Customer.

XIV. No assignment, set-off, or right of retention

- Customers may not assign any rights deriving from the Contract unless the Seller has expressly agreed to this in writing.
- Customers may only set off the value of any claims following an agreement with the Seller. This provision shall apply to any right of retention that the Customer may have.

XV. Technical assistance.

Provided that this is stipulated in the contract, the Seller shall provide any written or oral assistance with regard to the technical application of the Products, including the corresponding experiments, to the best of its knowledge and belief. The said assistance shall only constitute a non-binding guide, also with regard to possible third-party intellectual property rights. The foregoing shall not release the Customer from its duty to carry out the pertinent verification of the Products delivered by the Seller with regard to whether or not they meet the specifications indicated by (or specifically agreed with) the Seller. The application, use, and (where pertinent) processing of the Products are beyond the control of the Seller and are the exclusive responsibility of the Purchaser.

XVI. Export conditions

- Where the Products are supplied for export outside of Spain, the provisions of this Clause shall apply (subject to any condition agreed in writing between the Customer and the Seller), and it shall remain in force during any dispute in respect of any other clause and condition established in these General Conditions of Sale.
- The Customer shall be solely responsible for compliance with all regulations (of a technical, environmental, type-approval nature, etc. without exception) with regard to the Products in the destination country in respect of the export thereof (including, where necessary, payment of duties and taxes), the import of the Products into the destination country, as well as the payment of any applicable sum or export duties or taxes imposed on them. The Customer shall be under a duty and a responsibility to (i) necessarily notify the Seller of any obligations that the latter must comply with in accordance with the said legislation or regulations, and (ii) pay or reimburse the Seller for any associated costs which the latter has had to pay.
- The Seller's duty to deliver the Products shall be subject to the issue of the necessary export licences and the absence of any other restrictions deriving from any regulations governing export controls that are in force and must be complied with.
- The Customer undertakes to abide by all applicable regulations governing export controls established by the pertinent national authorities. Specifically, the Customer undertakes not to export or re-export the Products, whether directly or indirectly, to any country where the said export

may be prohibited by the aforementioned regulations or by any international provisions. Failure by the Customer to strictly comply with the regulations or any other provisions of an international nature concerning embargos, sanctions, or exports and imports, shall constitute sufficient grounds for the immediate termination of the contract by the Seller.

- At the request of the Seller, or where required by the applicable legislation, the Customer shall supply the Seller with an end-use certificate duly filled out and signed.

XVII. Applicable law and jurisdiction

- The Courts and Appeal Courts of the domicile of the Seller shall have exclusive jurisdiction for the resolution of any dispute arising in connection with the Contract.
- The Contract and any and all claims arising in connection therewith shall be governed by Spanish law.

XVIII. Severability. Written form

- Where any Clause is found to be unenforceable, in full or in part, this shall not affect the enforceability of the remaining provisions of the Contract as a whole. Any provision that is fully or partially unenforceable shall be replaced by another which is as close as possible to the economic aim of the said provision that is fully or partially unenforceable.
- Amendments to the Contract shall only be valid if they are agreed in writing.

XIX. Protection of personal data.

- In accordance with the regulations governing data protection, all identification details, ID Card numbers or the numbers of other equivalent documents, the office held, and the signature of persons signing the contract shall be processed for the purpose of administering the maintenance of the contractual relationship, and processing of the said data in the manner described shall be authorized.
- The basis that makes the processing of the said data legitimate is the contract executed between the parties, and as such the personal data shall be kept until the contract is at an end. The data shall be kept securely for as long as any liabilities may arise from the performance of the contract, as well as for compliance with other statutory duties.
- The said data shall not be transferred to a third country or international organization and shall not be communicated to third parties unless this is required by a statutory duty or is necessary as a result of the performance of the contract.
- Likewise, the Seller warrants that the processing of the personal data that are the responsibility of the Customer and to which the former has access as a result of the performance of the contract shall be carried out in the strictest confidentiality and in full compliance with the duties and safeguards established by both the GDPR and the Spanish Organic Data Protection Law (LOPD), and that it shall process the personal data that are communicated to it for the purpose of administering the contractual relationship existing between the parties.
- The Seller shall adopt such measures of a technical and organizational nature as may be necessary in order to ensure the security of the personal data and to prevent them from being tampered with, lost, or processed or accessed in unauthorized manner, and not to communicate the personal data of interested parties to third parties other than in the situations and with the safeguards envisaged by law.
- The rights conferred by the applicable regulations governing data-protection (the right to view, correct, delete, restrict, data-portability, challenge, and to not be the subject of individual automated decisions) may be exercised at any time by supplying a photocopy of your ID Card or other equivalent document stating the right you wish to exercise and addressing yourself to the registered office of the data controller, stating "Personal Data Protection" as the reference.