

1. CONTRACT / ORDER ACCEPTANCE

By placing, processing, and/or issuing the order/contact, the Buyer waves its own General Terms and Conditions of Purchase and is deemed to have accepted each and every one of these General Terms and Conditions of Sale. In the event of any conflict or discrepancy between the Buyer's General Terms and conditions of purchase and these General Terms and Conditions of Sale, the latter shall always prevail.

The formalisation, processing and/or issuance of the order/contract by the Purchaser shall entitle GAINZA FORGE, S.L. to immediate commerce all necessary steps for its fulfilment, including, but not limited to, the procurement of supplies and raw materials, the contracting of external work, the planning and execution of manufacturing processes as well as any other activity related to the fulfilment of the order.

Should the Purchaser not wish these procedures to be initiated following the placement of the order/conclusion of the contract, they must expressly state this in writing on the order itself, by means of a clear and unambiguous statement setting out that the commencement of the order is subject to subsequent and express authorisation by the Purchaser.

In the event of cancellation or termination of the order by the Buyer, the Buyer shall bear in full the expenses and costs incurred by GAINZA FORGE SL up to the date of termination of the order, including those arising from procurement, raw materials, manufacturing and any other activities related to its fulfilment.

Should the Buyer disagree with the assessment of expenses and costs carried out by GAINZA FORGE SL, the Buyer may request an independent expert report. To this end, GAINZA FORGE SL shall propose a shortlist of three expert agencies or qualified experts, from which the Buyer shall appoint the one it deems appropriate.

The costs arising from the preparation of the expert report shall be borne in accordance with the following criteria:

By the Buyer:

- Where the estimate of expenses and costs contained in the expert report is equal to or greater than that determined by GAINZA FORGE SL.
- Where such estimate is less than that determined by GAINZA FORGE SL by a percentage equal to or less than 15%.

50% between the Buyer and GAINZA FORGE SL:

- Where the valuation set out in the expert's report is lower than that determined by GAINZA FORGE SL by a percentage greater than 15% but equal to or less than 30%.

By GAINZA FORGE SL:

- Where the valuation contained in the expert's report is lower than that determined by GAINZA FORGE SL by a percentage greater than 30 per cent.

The valuation set out in the expert's report shall be binding and final for both parties. The resulting amount must be paid by the Buyer within a maximum of thirty (30) days of formal notification of the conclusions of the expert's report.

2. Prices and delivery terms

The prices set out in the contract shall be in euros (€) and FCA (Incoterms 2010), unless otherwise expressly stated in the commercial offer.

The goods shall be delivered in the supplier's standard packaging, unless expressly requested otherwise by the customer. For sea and airfreight, the goods shall be dispatched in wooden crates at the customer's expense.

3. Delivery of goods not in accordance with the contract, complaints and cases of force majeure

Should the customer notice any anomalies or quality defects in the goods supplied by the supplier, the customer must notify the supplier immediately and always-in writing. The supplier will not accept any complaints after 21 calendar days have elapsed since the delivery of the goods.

The supplier shall be entitled to delay or cancel delivery should normal production be impeded or delayed due to, amongst other causes: strikes, picket lines, accidents, wars, fire, or a shortage or unavailability of raw materials from its usual source of supply.

In the event of a complaint by the customer, this must be made in writing. The supplier's liability shall be limited exclusively to the replacement or substitution of the defective goods. Such replacement shall take place following verification by our staff and once the goods have been received at our premises; no other charges, compensation or additional penalties shall be accepted.

In the event of a return by the customer, such a return must be carriage paid. If the reason for the return is justified, the supplier will reimburse the carriage costs, taking into account the most economical route of transport. In the event of a replacement, the supplier will replace the affected goods as soon as possible.

The supplier reserves the right to refuse to supply goods due to material defects if, after two production runs, the requested product has not been produced.

4. Limitation of the supplier's liability

Even if a claim is made in due time and form and is found to be valid, the supplier's liability shall be limited to the replacement of the goods deemed non-compliant.

Any rights that the customer might otherwise assert, such as requesting the termination of the contract or waiving compensation for direct or indirect damages of any nature or kind, shall be excluded.

5. Termination or cancellation of the contract

The supplier reserves the right to accept the total or partial cancellation of an order. In the event of a breach of contract by the customer, in particular regarding payments due, the seller reserves the right to retrieve the goods. To this end, the customer grants us the irrevocable right to enter their premises and remove the goods without any hindrance.

In the event that the goods have not been completed, nor delivered to the customer, Gainza Forge shall be governed by the first point of these General Terms and Conditions of Sale regarding the costs incurred in manufacturing, procurement, and the purchase of raw material

6. Terms of payment

Any delay in payment after the due date shall give rise to the payment of interest on arrears and any other costs that may be incurred by the customer.

Until the customer has paid the full amount for the goods supplied by the supplier, those goods shall remain the property of the supplier under retention of title. The supplier shall retain full ownership of the goods delivered, together with the rights inherent therein vis-à-vis third parties.

The invoice amount must be paid within 30 calendar days of the invoice date, unless otherwise expressly stated in the order and/or contract. The customer must make payment by transferring the amount to the bank account specified on the pro forma invoice or invoice, of which the supplier is the account holder. Any costs incurred by the bank transfer shall always be borne by the customer.

Discounts may only be applied by special agreement and must always be set out in writing.

Upon the due date of invoices issued by the supplier, the supplier reserves the right to apply a penalty of 1% on the outstanding amount from the first week of non-payment, up to a maximum of 10%.

7. Duty of confidentiality

Both the supplier and the customer shall treat as strictly confidential all information to which they gain access as a result of the negotiations held and the signing of the contract and/or order.

As part of its commercial strategy, the supplier may state that it has a business relationship with the client, and reserves the right to use and publish the logo or project name of the client or end user, unless otherwise stated.

8. Delivery, delivery times and obligations to cooperate

The start of the estimated delivery period shall be subject to the clarification of all technical issues and the fulfilment of obligations by the ordering party in due time and form.

If partial deliveries are reasonable for the customer, these may be carried out and invoiced.

The point at which the goods leave our premises shall form the basis for compliance with delivery periods and dates. The delivery period shall be deemed to have been met upon notification that the goods are ready for dispatch.

In the event of a delay in the collection of the goods by the customer, the supplier reserves the right to charge a storage fee, whether the goods are stored at the supplier's own premises or at a third party's premises.

9. Governing law and jurisdiction

The relationship between Gainza Forge, S.L. and the purchaser shall be governed by and interpreted in accordance with current Spanish law. Should the customer be registered in a country other than Spain, the customer and the supplier, expressly waiving any other jurisdiction to which they might be entitled by law, shall expressly submit to the jurisdiction and competence of the courts and tribunals of the supplier's place of business.

10. Partial invalidity

Failure to comply with any of the clauses in this document as accepted by the client shall not be read as a waiver of that or any other clause.

A court ruling declaring any provision of this document to be null and void shall not invalidate the document as a whole.

11. Final considerations

These terms and conditions apply to all quotations, orders, delivery notes, certificates and invoices issued by the supplier, unless otherwise stated in writing and agreed by both parties.

Upon notification of this document, it shall be deemed to have been received and accepted.