

## GENERAL TERMS AND CONDITIONS

### 1. General

1.1 Any sale or supply of pipes, couplings, grooved fittings, valves, hoses or any other product marketed and supplied (hereinafter referred to as the "Supply") by Tubasys, S.L.U. (hereinafter referred to as the "Seller" or "Tubasys") shall be governed by these General Terms Conditions of Sale (hereinafter referred to as the "GTCS"), except in everything that has been expressly agreed otherwise in the specific offer or in the corresponding order that has been expressly accepted by the Seller. Therefore, any other conditions outside these GTCS which have not been expressly accepted by the Seller are invalid for all purposes.

1.2 These GTCS shall always form part of any offer or agreement relating to the Supply.

1.3 Any condition or modification of these GTCS proposed by the Customer shall only be effective if it has been accepted in writing by the Seller.

1.4 These GTCS shall be deemed to have been communicated to the Buyer as soon as the Buyer has been informed by any means or document of the name of the website ([www.tubasys.com](http://www.tubasys.com)) on which these GTCS are to be found or has been given or sent the GTCS in the course of his business relationship with the Seller.

1.5 The conclusion of an agreement between the Seller and the Customer, or the confirmation of an order by the Seller, implies the Customer's knowledge, conformity and acceptance of the contents of these GTCS.

1.6 Any offer made by the Seller shall not be binding, but merely informative and, in any case, shall only be valid for 10 days from the date of its issue, unless otherwise indicated at the bottom of the offer. Therefore, the Seller may revoke any offer, as long as the order placed by the Customer on the basis of the aforementioned offer has not been accepted by the Seller.

1.7 Any order placed by the Customer, whether or not on the basis of an offer made by the Seller, must be accepted by Tubasys. Orders shall therefore only become binding after acceptance by the Seller. In the event of a conflict between the Customer's order and the Seller's acceptance, the terms of the confirmation shall always prevail. Any subsequent modification of the order by the Customer must be expressly accepted in writing by the Seller, otherwise it shall have no effect.

### 2. Intellectual and Industrial Property

2.1 The intellectual and industrial property of the offer, in all its terms, and the information attached to it, as well as the intellectual and industrial property of the equipment that is the object of the Supply and that of the plans, drawings, software and other elements or information related to the Supply, belong to the Seller or, where appropriate, to his

suppliers, and therefore their use by the Buyer for purposes other than the formalisation and supply of the order is expressly forbidden. Likewise, their total or partial copying or transfer of their use to third parties is totally forbidden.

### **3. Sale of products and placing of Orders**

3.1 The scope and the specific elements of the Supply must be clearly specified in the order by the Buyer. In order to be considered effective, the order must be accepted by the Seller within three working days of receipt of the order, and shall be considered accepted if there is no express rejection by the Seller within the aforementioned three days.

3.2 The Supply only includes the equipment and materials and, where appropriate, the complementary elements or services that are expressly included in the order that has been accepted by the Seller in the terms indicated. Any other service, element, equipment or material not explicitly included in the order, although necessary, directly or indirectly for the Supply, shall be at the Customer's cost and expense.

3.3 The characteristics, weights, dimensions, capacities, technical specifications and configurations referring to the Seller's products included in the catalogues, brochures, leaflets and technical documentation are of an orientative and non-binding nature, with the exception of those cases in which the Seller expressly accepts a specific specification agreed with the Buyer, which, in any case, must be accepted in writing by the Seller. In the case of prefabricated piping, the closed specification must be expressly stated in the order document and must be specified before the production phase. Otherwise, the order shall not be accepted.

3.4 Modifications and variations to the scope, terms or other terms of an accepted order proposed by one of the parties must be expressly accepted by the other party in order to be valid, unless such modifications or variations are caused by changes in applicable laws, regulations or rules occurring after the date of acceptance of the order. In this case, if such modifications or variations were to impose additional or more onerous obligations on the Seller, the Seller shall be entitled to terminate or suspend the supply or, in any event, to have an equitable adjustment made to the contractual terms in accordance with the modifications imposed by applicable law or regulation.

3.5 The Seller reserves the right to accept or reject an order, without the need for any justification whatsoever. The Supply may also be subject to approval by a financial insurer of the Seller.

3.6 The Seller shall not be responsible for whether the Supply ordered is fit for the purpose for which it is intended by the Customer.

3.7 The Supplies shall be delivered by the Seller duly packed and loaded by the latter onto the vehicle entrusted with the transport, but the Customer shall be responsible for unloading operations, as well as any other operation or means necessary to finally carry out the Supply.

## 4. Prices and method of payment.

4.1 The prices of the Supply are net, exclusive of VAT and any other tax, duty or levy, which, if applicable, shall be passed on to the Customer at the legally established rate.

4.2 In the case of pre-order offers, the conditions of the offer and, in particular, the prices indicated therein shall be valid for 10 days, unless otherwise indicated at the bottom of the offer.

4.3 In the event that the Supply offered consists of imported equipment subject to currency exchange contingencies or the payment of duties and taxes, the Seller may, at any time, adjust the price of the offer in accordance with such variations.

4.4 The prices stated in the offer are for the payment terms specified in the offer or agreed for each customer. If, by express agreement of the parties, these payment terms are changed, the prices in the offer may be revised by the Seller.

4.5 In the event that transport is included in the offer, the price of transport that may be indicated in the offer shall be indicative.

The price finally invoiced to the Buyer for the transport will be the price unilaterally established by the Seller in accordance with the final price of contracting the specific transport in the event that the order includes the same.

4.6 The Seller's offer or, if there is none, the Buyer's order accepted by the Seller, must include the terms of payment for the Supply. In the absence of any agreement, the payment term shall be thirty (30) days from the date of the invoice, which shall be issued, unless otherwise agreed, at the time the material leaves the factory. In the event that departure is delayed for reasons not attributable to the Seller, the invoice shall also be issued on the originally planned date of departure, even if the material is still in the factory.

In any case, the payment conditions must comply with the provisions of Spanish Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial operations, without, in any case, exceeding the maximum payment terms established therein.

4.7 Payment will be made, unless otherwise agreed, to the bank account indicated by the Seller. Payment shall be made without any deductions, withholdings, discounts, charges, taxes or fees, or any other deduction or compensation.

4.8 The contractual payment conditions may not be modified, nor may payment be delayed, if, for reasons beyond the Seller's control, the delivery or receipt of the Supply is delayed. In such cases, moreover, the Seller may establish charges for storage resulting from the delay in the delivery of the Supply.

4.9 In the event of delay in payment on the part of the Buyer, the latter shall have to pay the Seller, without any requirement whatsoever and as from the due date for payment, interest for late payment in accordance with the provisions of article 7 of Spanish Law 3/2004, of 29th December.

4.10 In the event of the Buyer incurring delays in the agreed payments, the Seller may temporarily or definitively suspend, at his choice, the delivery of the Supply or the execution of the services associated with the same, without prejudice to the obligation of the Buyer to pay the delayed payments and to pay the damages suffered by the Seller due to non-payment and due to the suspension of the Supply.

4.11 The products ordered shall be supplied under retention of title in favour of the Seller, until full payment of their price, the Buyer being obliged to cooperate and adopt any measures that may be necessary or convenient and those proposed by the Seller to safeguard its ownership of said equipment and materials, as long as they have not been fully paid for by the Customer.

## 5. Delivery Periods and Conditions

5.1 The delivery period may be established in the offer, in the order, in the document by which the order is accepted by the Seller or, where applicable, in a communication prior to manufacture. In any case, the delivery period must be accepted by the Seller.

5.2 Likewise, delivery must be made in accordance with the terms and conditions indicated by the Seller in the acceptance of the order or in accordance with the terms and conditions indicated in the order itself, provided that the latter has been accepted by the Seller.

5.3 In the event of the delivery position not being specified in the order or in the acceptance, the Supply shall be deemed to be delivered at the Seller's factory or warehouses. In such a case, the Customer shall be responsible for the transport, without prejudice to the fact that the Seller shall deliver the goods already loaded on the vehicle.

Therefore, the Buyer will be responsible for the collection of the goods, the transport and all the stowage operations, securing of the load, as well as the unloading operations, having for this purpose all the machinery, personnel, elements and equipment necessary to carry out these operations, having to comply with the regulations in force regarding these operations.

Once the goods have been loaded onto the vehicle, they shall be considered to have been delivered to the Customer, and the Customer shall assume all risks, damage and loss that the goods may suffer from that moment onwards.

5.4 In the event that it has been established that delivery by the Seller is to be made at the Buyer's premises or at the premises indicated by the Buyer, delivery will be made, unless otherwise agreed, under the following conditions:

- The goods will be delivered on a lorry or trailer, the Buyer being responsible for the unloading operations and the Buyer being liable for any damage that the goods or third parties may suffer as a result of these operations.
- In no way will a crane or any type of machinery be included to carry out the unloading, and the Buyer must have all the elements, personnel, equipment, machinery or cranes necessary to carry out said operations.

- Delivery may be made at any time of the day during working hours.
- The Buyer shall have 2 hours from delivery to fully unload the goods. In the event of delay in unloading, the costs incurred shall be borne by the Customer.

5.5 The agreed delivery period shall be amended if:

- The Buyer does not deliver on time the documentation that is necessary for the execution of the Supply and likewise when the necessary approvals have not been given on time to begin the manufacture of the pipe when this is the object of the Supply.
- The Buyer demands modifications to the original order or to the modifications already agreed, and these new modifications have been accepted by the Seller and, in the latter's opinion, require an extension of the delivery period.
- The Buyer is in breach of any of the contractual obligations of the order, in particular the obligation to pay the price.
- The Buyer is not up to date with the payments of the price of the specific Supply or owes the Seller any other amount for other Supplies or for any other concept.
- For reasons not directly attributable to the Seller, delays occur in the production or provision of all or some of the elements that are the object of the Supply, such as, for example, strikes by suppliers, transport and service providers, failures in the supplies of third parties, failures in the transport systems, floods, storms, riots, strikes, stoppages of the Seller's personnel or its subcontractors, sabotage, accidental stoppages in the Seller's workshops, for example, due to breakdowns, and the causes of force majeure contemplated in the legislation in force, as set out in clause 12 below.
- The Buyer has unilaterally and temporarily suspended the Supply that is the subject of the order.

5.6 In the foregoing cases, extensions in the delivery periods shall not modify the schedule of payments of the price of the Supply.

5.7 In the event of a delay in the delivery of the Supply that is the object of the order and directly attributable to the Seller, the Buyer may only apply a penalty, provided that this has been previously agreed with the Seller, without the possibility, in any case, of claiming any other type of penalty or any type of compensation derived from damages due to delay.

## 6. Handling of Products

6.1 The Buyer shall comply with the specifications in the data sheets of the *Product Catalogue* and the *Guide for Pipeline Operations* which can be consulted on the web site: [www.tubasys.com](http://www.tubasys.com)

6.2 In case of doubt in the possible use or handling of the products supplied, the Customer is obliged to request information from the Seller's sales or technical office.

6.3 The management of any waste generated in the Buyer's installations or where the products are delivered, handled or used, will be the exclusive responsibility of the Buyer, exempting the Seller from any responsibility.

## 7. Inspection of the Supply and Acceptance

7.1 Unless expressly stipulated otherwise and expressly accepted by the Seller, the inspections and tests during production and the final inspection prior to shipment of the supply will be carried out by the Seller.

7.2 Any additional test required by the Buyer must be specified in the offer phase, included in the order and expressly accepted by the Seller, and the Buyer must indicate the applicable regulations, as well as the place and the company which, if applicable, will carry out the tests. These additional tests will be at the Buyer's cost and expense, including the costs that the Seller may incur.

7.3 Once the Supply has been received, the Buyer shall check the contents of the same within a period of no more than 10 days from its receipt, to verify any defects or faults that may be observed with the naked eye and that may be attributable to the Seller, communicating, where appropriate, immediately to the Seller the existence of these defects or faults that may have been detected. Once the 10 days have elapsed without the Seller having been informed of any type of fault or defect, the Buyer shall be considered to have given his full conformity with the Supply delivered, and the warranty period shall begin to run from this moment onwards.

7.4 The Supply shall be deemed, for all purposes, to have been received by the Buyer if, having agreed acceptance tests, these are not carried out within the stipulated period for reasons not attributable to the Seller or, in any case, if the Buyer begins to use the Supply.

## 8. Warranty

8.1 Unless otherwise expressly stipulated in the offer or acceptance of the order, the Seller guarantees the products supplied by him with regard to defects in materials or workmanship for a period of two years from the date of receipt, whether this is explicit (passing the acceptance tests agreed between the Seller and the Buyer) or tacit (10 days after shipment to the Buyer without written communication to the Seller indicating any non-conformity).

8.2 In the case of prefabricated piping, it shall not be considered as defects and therefore it shall be considered as standard production, as far as the welds carried out are concerned, that in which the number of defects appearing during the tests carried out during the installation and commissioning of the piping is less than or equal to 3 per thousand (0.3%) of the welds carried out in a given project, therefore they shall not be considered defects and claims shall not be accepted for lower rates than indicated, unless other values have been agreed at the offer and order stage.

8.3 The warranty shall consist of the repair or replacement (at the Seller's choice) of the elements that have been recognised as defective, either due to material defects or due to manufacturing defects. The repairs shall be carried out in the Seller's workshops, and the Buyer shall be responsible for the dismantling, packaging, charges, transport, customs, taxes, etc., caused by the sending of the defective material to the Seller's workshops and its subsequent delivery to the Buyer of the new material or the repaired material. However, in specific cases, it may be agreed with the Buyer that the latter will proceed directly to the repair and pass on the costs, previously agreed, to the Seller. In these cases, in which it is the Buyer who carries out the repair, the repaired item will not be covered by any warranty. The Seller will only accept repairs made directly by the Buyer, provided that Tubasys has agreed to the repair prior to the repair being carried out and has expressly accepted the cost of the repair. Otherwise Tubasys will not bear the cost of the repair. Furthermore, Tubasys will never assume the amount that exceeds the cost accepted by Tubasys as the cost of repair. In any case, the value of the repair can never exceed the value of the supplied material that has been found to be defective.

8.4 The repair or replacement of a defective item of the Supply does not change the starting date of the warranty period for the Supply as a whole, which shall be as indicated in section 8.1. However, the item repaired or replaced shall have a one-year warranty as from its repair or replacement, except in cases in which the repair is carried out by the Buyer, in accordance with the provisions of section 8.3 above. In such cases, the repaired item shall not be covered by any warranty.

8.5 When the warranty consists of a replacement which, due to urgency, must be immediate, the Seller may send the Buyer the replacement part before receiving the defective part. In this case, the Buyer undertakes to return the defective part or element, if so required by the Seller, within a period not exceeding 7 days from the date of delivery of the new replacement part or element. In the event that the damaged part is not returned within this period, the Seller will proceed to invoice the Buyer for the new part sent.

8.6 In no event shall the Seller be liable for repairs carried out by personnel outside its organisation unless this has been agreed in advance with the Buyer.

8.7 Damage or defects due to normal wear and tear caused by use of the equipment are excluded from the warranty. Also excluded from the warranty are damages and defects caused by inadequate conservation or maintenance, incorrect or negligent storage or handling, abusive use, faulty assembly, variations in the quality of the electrical supply (voltage, frequency, disturbances, etc.), modifications made to the Supply without the approval of the Seller, installations carried out or subsequently modified without following the technical instructions of the product and, in general, any cause which is not attributable to the Seller. In such cases, moreover, the warranty shall be automatically void, even if the two years indicated have not yet elapsed.

8.8 Likewise, there shall be no warranty if, in the event that the installation or commissioning of the Supply with the assistance of the Seller's personnel has been stipulated, it is installed or commissioned without this assistance.

8.9 The Seller shall not be liable, under any circumstances, for defects in the equipment and materials that are the object of the Supply for a period of more than two years from the start of the period indicated in section 8.1.

## 9. Claims

9.1 Any claim by the Buyer against the Seller arising from defects or incidents in the material for which the Seller is liable shall be made in writing, in a reliable manner and in accordance with the procedure set out in this clause.

9.2 In the case of prefabricated piping, claims for the defects referred to in paragraph 8.2 shall not be accepted.

9.3 The claim shall be addressed by means of a written communication from the Buyer to the Seller indicating the specific defects that the Supply presents, including the following information:

- Order number and number and details of the delivery (if appropriate because there are several deliveries).
- Quantity of defects found and number of products affected.
- In case of piping, photo of the complete pipe marking.
- Graphic documentation (at least one photo by default).
- Brief description of the defect and when it was detected.

9.4 In the case of an incident with damage to packages or material received detected before unloading the material, a graphic documentation of the products on the lorry or transport must be provided before unloading the material. In such cases, the occurrence shall be noted on the CMR transport document.

9.5. In the event of an incident in the delivered goods, the Seller undertakes to analyse the same and to give a written reply to the Buyer within a maximum period of two working days after the Seller has received the written complaint and following, in the event of a defect, the stipulations of clause 8 Warranty.

## 10. Returns of non-defective material.

10.1 Under no circumstances shall the Seller accept returns of materials without prior agreement to this effect with the Buyer. A period of 10 days is established from the time the Supply has been received by the Buyer, for the latter to notify the Seller of his intention to make a return and the justification for the same, and to agree with the Seller, where appropriate, the procedure for the return, if the latter accepts it.

10.2 The Seller will, in any case, only accept returns of materials which are undamaged and which have not been unsealed from their original packaging and which have not been used, mounted on other equipment or installations or subjected to disassembly outside the Seller's control.

10.3 Under no circumstances will the Seller accept returns of products designed or manufactured specifically for a particular order, such as prefabricated piping.

10.4 Returns or shipments of material to the Seller's facilities, whether for credit, replacement or modification, must always be made at the Buyer's expense and in the event of credit, this will only be made once the Seller has inspected the returned materials and that these do not present any type of damage or defect.

10.5 In the event of a return due to an error in the order or for other reasons beyond the Seller's control, 20% of the net value of the returned material will be charged as a participation in the costs of revision and conditioning.

## 11. Liability

11.1 Except for the obligation to repair or replace defects in the Supply and except as expressly set out in this clause, the Seller shall have no further liability to the Buyer for any loss or damage caused by the defective product. In no way shall the Seller assume any liability whatsoever for loss of income or loss of profit, profits, savings, utilisation, contracts, goodwill or loss of business and any other associated or indirect loss or damage that the Buyer may suffer as a result of the defective Supply.

11.2 The Seller accepts liability for physical damage to property only to the extent that it arises from a breach of contract or the negligence of the Seller in relation to the performance thereof. However, this liability is subject to a maximum annual limit of 100,000 euros and may never exceed 20% of the income obtained from the Supply in question.

## 12. Force Majeure

12.1 In the event that the Seller is prevented, in whole or in part, from performing its contractual obligations, due to Force Majeure, performance of the affected obligations shall be suspended, without any liability on the part of the Seller, for such time as is reasonably necessary in the circumstances.

12.2 Force Majeure shall mean any cause or circumstance beyond the reasonable control of the Seller, including but not limited to strikes of suppliers, transport and services, failure of third party supplies, failure of transport systems, natural disasters, floods, storms, riots, strikes, labour disputes, stoppages of the Seller's or its sub-contractors' personnel, sabotage, acts, omissions or interventions of any government or agency thereof, accidental stoppages in the Seller's workshops due to breakdowns, etc., and all other causes of force majeure contemplated by the Seller. and other causes of force majeure contemplated in the legislation in force directly or indirectly affecting the Seller's activities.

12.3 When a cause of Force Majeure occurs, the Seller will inform the Buyer as soon as possible, stating the cause and its foreseeable duration. Likewise, it will communicate the cessation of the cause, specifying the time in which it will comply with the obligations suspended due to the same. The occurrence of a Force Majeure Event shall entitle the Seller to a reasonable extension of the delivery period.

12.4 If the cause of Force Majeure lasts for more than three (3) months, the Parties shall consult to try to find a fair and adequate solution in the circumstances, taking into account the Seller's difficulties. If no such solution can be found within 30 days, the Seller may terminate the order, without liability on its part, by notice in writing to the Buyer.

## 13. Confidentiality

13.1 The Parties shall treat all documents, data, materials and information provided by one of them to the other as confidential and shall not disclose them to any third party or use them for any purpose other than the performance and development of the Supply, unless the prior written consent of the party supplying the information has been obtained.

13.2 However, the Seller may disclose confidential information of the Buyer when so obliged by law or required by judicial or administrative order or when authorised by contractual commitments or when such information has been obtained from sources other than the Buyer.

13.3 The foregoing shall not prevent the Seller, if it deems it necessary, from providing the name of the Buyer and the basic data of the Supply as part of its commercial references.

## 14. Jurisdiction

These GTCS shall be governed by and construed in accordance with Spanish law.

The parties expressly waive any other jurisdiction that may correspond to them and submit to the jurisdiction and competence of the Courts and Tribunals of A Coruña.

## 15. Data Protection

15.1 Tubasys informs that the Buyer's personal data will be incorporated into the file "Customers" of our property, registered in the General Register of the Spanish Data Protection Agency, and will be treated with the strictest confidentiality in accordance with the Privacy and Security Policy of the entity, and in accordance with the Law.

15.2 The person responsible for the processing of the Customer's personal data will be Tubasys.

15.3 The purpose of the processing is the management and administration of our customers in order to provide them with our services.

15.4 The Customer, in any case, is entitled to the rights of access, rectification, cancellation and opposition of their data. To exercise these rights and for any clarification you can contact Tubasys by mail at the postal address Rúa do Bronce, G4-G5, Carballo, 15105 Spain or by email to the address: [tubasys@tubasys.com](mailto:tubasys@tubasys.com).