

These General Conditions apply to any sale made by INTERNACIONAL HISPACOLD S.A., and may not be modified except by a written agreement issued by a properly authorised representative of this Company, having the status of a quote or basis of the contract and, therefore, taking priority over any other previous or regulated conditions set out in the documentation presented for this purpose by the buyer.

## ① OFFERS

The validity of offers is thirty days from the date indicated in the commercial offer, which lists the main characteristics of the product, the selling price and any other particular conditions of supply, which complement, replace or should be added to the general terms and conditions hereof.

## ② ACCEPTANCE OF THE ORDER

A. The buyer's order is subject to the express and written acceptance of INTERNACIONAL HISPACOLD S.A. Previous or preliminary quotes, offers, technical and commercial documents, delivery periods, etc., are subject to modification by INTERNACIONAL HISPACOLD S.A. without prior notice, and will therefore not imply any obligation for the latter where the corresponding order from the client has not been firmly and definitively accepted.

B. INTERNACIONAL HISPACOLD S.A. is only required to provide the products under the conditions accepted and described in the commercial offer and will not therefore assume any responsibility for a possible breach of any regulations, either industrial or technical or of any other nature, or technical, safety or any other specifications contained within the regulations of the country in which the equipment or product will be used, unless it has been explicitly mentioned and addressed in the order.

C. INTERNACIONAL HISPACOLD S.A. is exempted from any liability for breach of its obligations in the event of unforeseeable circumstances or force majeure, such as: labour disputes; total or partial strikes; adverse weather conditions that lead to meteorological alerts or the like; fires; explosions; accidents; the inability to obtain, from the regular suppliers, those raw materials, in the conditions of use or quality, or any other condition necessary to rigorously complete the order or do so at the usual prices without involving a significant change in the contractual conditions, invalidating the supply budget and the desired and necessary equilibrium of the provision; delays or interruptions due to external transport and insurmountable by INTERNACIONAL HISPACOLD S.A.; kidnapping; requisition or order by an administrative authority; or any other circumstances beyond the control of INTERNACIONAL HISPACOLD S.A. having this nature and that may be considered as unforeseeable circumstances or force majeure. In the event that these circumstances arise, INTERNACIONAL HISPACOLD S.A. may postpone the execution of the order or, at its discretion, negotiate new conditions of sale with the buyer, in accordance with best commercial practices and in good faith, or the order may be cancelled or terminated if it is not possible for a new agreement to be reached between the parties, who shall be exempt from all responsibility and free to contract with third parties under the conditions deemed appropriate.

D. In the event that, as a result of serious market disturbance or unpredictable technological changes that affect the quote or the basis of the contract, or due to insurmountable financial turmoil, INTERNACIONAL HISPACOLD S.A. sees the need to negotiate new prices or conditions of sale and an agreement is not reached with the buyer, either party may terminate the contract, rendering the order null and void, and may negotiate new contracts or legal transactions with third parties under the conditions deemed appropriate.

## ③ PRICES

A. Prices only include the products described in the offer.

B. Prices, unless otherwise agreed by the parties, shall always be deemed to apply to goods located in the issuing warehouse at the INTERNACIONAL HISPACOLD S.A. facilities, such that any expenditure generated by a different Incoterm requested by the buyer will increase this price, being considered an additional expense or cost.

## ④ TRANSPORT

A. Delivery will be deemed to have been carried out when the goods leave the designated warehouse, or will be effective when physically delivered to the carrier indicated by the buyer.

B. The goods will always travel at the expense and risk of the buyer, even if transport costs are met at source by INTERNACIONAL HISPACOLD S.A.

C. In the event of damage caused during transport, or any other discrepancy that arises on delivery, after inspection of the goods delivered by the buyer, the latter must notify INTERNACIONAL HISPACOLD S.A. of this situation, and must duly justify in writing and/or graphically any possible damage or flaw within a maximum of eight calendar days from the date these have been detected or have become known to the buyer and, in any event, from the scheduled date for the collection of the goods. INTERNACIONAL HISPACOLD S.A. reserves the right to replace or repair damaged products, if the damage is duly accredited, using the most economical and efficient means of transport.

D. If the buyer takes more than eight calendar days from the date of becoming aware of the alleged damage or from the scheduled date for the collection of the goods, INTERNACIONAL HISPACOLD S.A. reserves the right to charge storage costs to the buyer.

E. Under no circumstances will the return of goods or packaging be accepted without prior consent or authorisation in writing by INTERNACIONAL HISPACOLD SA, once the parties have agreed, in accordance with the strictest good faith, the causes of the possible damage or defects alleged by the buyer.

## ⑤ GUARANTEE

A. INTERNACIONAL HISPACOLD S.A. guarantees the buyer that the equipment delivered is free from defects caused by the poor quality of the raw materials used in the manufacture of the products or hidden flaws in the manufacturing process.

B. This guarantee does not apply in the following cases:

1) Improper storage of the product by the buyer or carrier.

2) Contravening the recommendations of INTERNACIONAL HISPACOLD S.A. or the rules of good practice in line with the best production, industrial or engineering practices or those relating to industrial projects of the same or similar nature, in the assembly, connection and/or installation of the products supplied by INTERNACIONAL HISPACOLD SA, during the buyer's manufacturing process.

3) In the case of defective or improper handling or use of products sold by INTERNACIONAL HISPACOLD S.A. and improper repair of these products by third parties.

4) Faults caused by dirt, corrosion or deposits in the heat exchangers and other devices in the refrigerant circuit, attributable to the lack of diligence and proper dedication of the buyer or its employees or workers.

5) Incorporation, by the buyer or third parties, of products not supplied by INTERNACIONAL HISPACOLD SA, in its components, and/or activities involving adjustment and regulation carried out on the components supplied by INTERNACIONAL HISPACOLD S.A. without prior written validation by the latter.

6) Faults caused by poor preventive maintenance of equipment and accessories during the guarantee period by the buyer, its customer, or whoever has the responsibility to carry out this preventive maintenance.

C. The guarantee will have a validity of twelve months or 150,000 km (whichever of the two events occurs first) from the date of registration of the vehicle, as long as not more than eighteen months have passed since the date of the invoice.

D. The guarantee will be fully applicable in favour of the buyer in the following cases:

1) Where it concerns an INTERNACIONAL HISPACOLD S.A. product.

2) Where the guarantee policy is active.

3) Where the general guarantee and after-sales conditions defined by INTERNACIONAL HISPACOLD S.A. are met.

E. INTERNACIONAL HISPACOLD S.A. reserves the right to conduct an audit, at any time, of the vehicle in which the INTERNACIONAL HISPACOLD S.A. equipment is in service, to validate the guarantee.

F. The guarantee covers the replacement or repair of the faulty part according to duly warranted criteria of INTERNACIONAL HISPACOLD S.A., the work involved in the replacement of the faulty part according to the time estimates defined by INTERNACIONAL HISPACOLD SA, and cost of transport of the original product to the point of delivery using normal, ordinary and appropriate means of transport.

G. The guarantee on replacement or repaired products will end when the original guarantee on the equipment or component is void or terminated.

H. INTERNACIONAL HISPACOLD S.A. does not guarantee the product against corrosion or against deterioration due to use in exceptional environments, and does not guarantee the suitability of alternative materials that it may be forced to use due to restrictions or legal requirements not covered by the order or supply contract or by the customer requirements.

I. No additional guarantee will be valid unless it has been granted in writing by the legal representative of INTERNACIONAL HISPACOLD SA, duly authorised for that purpose.

## ⑥ DEVELOPMENT OR ADAPTATION OF THE PRODUCT

A. In the event that INTERNACIONAL HISPACOLD S.A. is required to perform, on request, adaptations to their own existing products, or specific developments, in order to meet the needs of its customers, INTERNACIONAL HISPACOLD S.A. will define the criteria for the validation of the product, which must be satisfied for this to be covered by the INTERNACIONAL HISPACOLD S.A. guarantee conditions.

B. In the event that testing is necessary to validate the product, the costs associated therewith will be borne by the customer, except with the express written agreement of both contracting parties.

## ⑦ LIMITATION OF LIABILITY

A. INTERNACIONAL HISPACOLD S.A. will inform the buyer, in writing or verbally, of the necessary guidelines for the installation and/or commissioning of the product, and will therefore not be responsible for any operations carried out by the buyer or by third parties that fail to comply with these guidelines or that ignore them.

B. The guarantee and the contractual or legal responsibility of INTERNACIONAL HISPACOLD S.A. may only be invoked when the buyer has paid the full cost of the products provided, in which case the amount of such guarantees may never exceed the amount paid for the equipment or defective parts.

C. INTERNACIONAL HISPACOLD S.A. reserves the right to change the product specifications, without notice to the buyer, due to its obligation to adapt to and comply with safety regulations that are administrative or legal requirements.

## ⑧ DELIVERY PERIOD

A. The delivery period for products will be in accordance with the specifications in the order and will commence from the date INTERNACIONAL HISPACOLD S.A. acknowledges receipt of the confirmed order from the buyer, finalised by the payment by the customer of the price initially established by the parties.

B. The dates of issue of the products will be indicated for guidance only, in anticipation of potential modifications necessary to adapt delivery to the production situations of both parties.

Moreover, INTERNACIONAL HISPACOLD S.A. will not be responsible for the damages or penalties that may be invoked or occur as a result of a delay in delivery for reasons not attributable exclusively to INTERNACIONAL HISPACOLD SA..

C. INTERNACIONAL HISPACOLD S.A. may split deliveries and vary the number of units in each delivery.

## ⑨ PAYMENTS

A. Unless the parties expressly agree otherwise, payment shall be made in cash upon delivery of the units.

B. The materials or products supplied will only become the property of the buyer once full payment has been made thereof.

C. INTERNACIONAL HISPACOLD S.A. reserves the right to choose between the immediate payment of the outstanding amounts or the cancellation of the order in the following cases:

1) Failure of the buyer to pay an instalment amount corresponding to part of the total price within the agreed due dates.

2) In the event that between the date of contract and the delivery, business and/or bank reports have been received providing reasonable advice, in accordance with the best business or commercial practices, that the transaction be carried out in cash, without the customer being able to demand any compensation for this reason.

D. INTERNACIONAL HISPACOLD S.A. reserves the right to apply additional, reasonable and customary interest on the debt, in the event of delay in payment of the price or instalments into which it has been divided, according to the Euribor interest rate set semi-annually by the Spanish authorities.

## ⑩ CANCELLATION

A. INTERNACIONAL HISPACOLD S.A. is not obliged under any circumstances to accept the cancellation of an order by the buyer, except in the case of clear material breach of the provisions stipulated to that effect in the jurisprudence resulting from the implementation of Article 1.124 of the Civil Code. In the event that the buyer cancels the order, in whole or in part, through no fault of, and therefore without the prior agreement of, INTERNACIONAL HISPACOLD SA, the former will be responsible for the costs incurred (100% of the RRP for cancellations up to two weeks before delivery, 75% up to three weeks before and 60% up to four weeks before the expected date of delivery).

## ⑪ JURISDICTION

A. Any dispute between the parties concerning the interpretation, compliance with or breach of this contract shall be governed in accordance with the provisions of the Spanish legislation in force at any given time, the Courts of the city of Seville being the competent jurisdiction, with the parties expressly waiving any other jurisdiction that might apply.