GENERAL TERMS AND CONDITIONS OF SALE OF SIMONSWERK IBÉRICA SLU (SPAIN)

(Version: 30.10.2025)

I. Definitions

- "**Buyer**" means a party purchasing any Product from SIMONSWERK Ibérica SLU
- "**TCGV**" means these General Terms and Conditions for Sale of SIMONSWERK Ibérica SLU
- "**Parties**" refers collectively to SIMONSWERK Ibérica SLU and the Buyer
- "**Product**" means any product or service sold by SIMONSWERK Ibérica SLU
- "**SIMONSWERK Ibérica**" means SIMONSWERK Ibérica SLU

II. Applicability of these TCGV

Any agreement between SIMONSWERK Ibérica and the Buyer for the sale of Products shall be governed by these TCGV. Even if the Buyer sends to SIMONSWERK Ibérica another form of agreement, general terms and conditions of the Buyer or modifications to these TCGV, these TCGV, without any modification, shall govern the agreement between SIMONSWERK Ibérica and the Buyer, even if SIMONSWERK Ibérica does not expressly object against any other form of agreement, general terms and conditions of the Buyer or modifications to these TCGV. Neither the course of performance or dealing, nor usage or trade, nor prior writings or agreements shall be used to qualify, explain, or supplement any of these TCGV. The invalidity, in whole or in part, of any provision of these TCGV shall not affect any other provision of these TCGV, each of which shall apply to the fullest extent permitted by law. In the event of a discrepancy between these TCGV and a specific contractual provision agreed by the Parties in writing, such specific contractual provision shall prevail. Only the Spanish version of these TCGV shall be legally binding. Any translation of these TCGV into other languages has been done solely for convenience. In the event of any discrepancy between the English version of these TCGV and any other language version, the Spanish version of these TCGV shall prevail.

III. Offers and Products

All offers submitted to the Buyer are considered non-binding. SIMONSWERK Ibérica's offers are made in particular subject to sufficient supply possibilities and except for typing, calculation or other errors. The shapes, drawings, measurements, weights and shades of colour displayed in catalogues, price lists and other printed documentation or on our websites are only approximate features common in the industry. In addition, SIMONSWERK Ibérica reserves the right to make the necessary technical modifications. This applies in particular to products with special characteristics.

Buyer's orders are considered binding offers. SIMONSWERK Ibérica has a period of four (4) weeks for the acceptance of the Buyer's order at the discretion of SIMONSWERK Ibérica: either by sending an order confirmation or by unreservedly fulfilling the requested services or services. Verbal agreements are only binding if they have been confirmed in writing, by fax or e-mail.

The technical data and descriptions contained in the respective Product information or advertising materials are not a guarantee of the quality or service life of the Products.

IV. Price and payment

Unless otherwise agreed in writing, the prices of the Products are determined by SIMONSWERK Ibérica's order confirmation provided to the Buyer or, in the absence of such confirmation, by SIMONSWERK Ibérica's list prices in effect at the time of the expected delivery date. Unless otherwise agreed in writing, (i) all prices are EXW (INCOTERMS 2020) (ii) payment will be due within thirty (30) days of the date of the invoice. Payment will be made by Buyer by bank transfer to an account designated by SIMONSWERK Ibérica. The Buyer shall not be entitled to make any deduction from payments due to SIMONSWERK Ibérica on account of any alleged

set-off or counterclaim. Late payment immediately constitutes a default without prior notice and the corresponding legal interest will automatically apply. The Buyer shall reimburse SIMONSWERK Ibérica for all costs of collection from SIMONSWERK Ibérica and related legal expenses, even when they exceed the legally recognized expenses. In the event that the costs of SIMONSWERK Ibérica's products have increased as a result of an increase in external expenses or a change in exchange interest or an increase in the purchase prices of SIMONSWERK Ibérica raw materials or taxes, duties or other charges imposed by the public authorities, SIMONSWERK Ibérica has the right to increase prices in consequence of these occurrences for all orders not yet shipped to the Buyer, provided that SIMONSWERK Ibérica provides the Buyer with at least fifteen (15) days' written notice.

V. Delivery

The agreed delivery times are only valid approximately, provided that a fixed deadline has not been expressly agreed in writing. However, if the agreed delivery times are exceeded due to circumstances attributable to SIMONSWERK Ibérica, the Buyer may terminate the contract after a reasonable grace period set by the Buyer has elapsed without satisfactory results, provided that the establishment of a grace period entails the declaration that the Buyer will terminate the contract after the expiry of the grace period without satisfactory results. Termination must be made in writing.

In specially manufactured products, differences of up to 10% up or down from the quantity ordered are permissible, as this is unavoidable for technical reasons.

The delivery of the Products will be made to the place designated by the Buyer and SIMONSWERK Ibérica, the latter having the obligation to notify the availability of the Product.

The means of delivery and packaging are at the discretion of SIMONSWERK Ibérica, provided that nothing special has been agreed in writing, by fax or by e-mail.

Delivery may be made in installments and may be suspended as long as the Buyer is late in fulfilling any obligation for SIMONSWERK Ibérica. SIMONSWERK Ibérica shall not be liable under any circumstances for any loss or damage due to delay in delivery from any cause, unless the same is attributable to gross negligence or intentional misconduct of SIMONSWERK Ibérica. If the Buyer refuses to accept delivery of the Products or any part thereof, SIMONSWERK Ibérica may, without prejudice to its other rights, arrange for the storage of the Products at the Buyer's own risk. The risk of loss or damage passes to the Buyer at the time the Products are available for collection at the designated location. SIMONSWERK Ibérica will retain title to the Products delivered to the Buyer until the Buyer has fulfilled all its obligations under any sales agreement with SIMONSWERK Ibérica. The Buyer shall ensure that the means of transport is clean and dry, suitable for loading and transporting the Products, and complies with the legal regulations applicable to such means of transport. In the event of non-compliance with the above requirements, SIMONSWERK Ibérica shall be entitled not to load or cause to be loaded the corresponding means of transport.

VI. Buyer's rights in case of defects

The Buyer must notify SIMONSWERK Ibérica in writing and without delay of visible material defects, incorrect supplies and discrepancies in quantities, within a maximum period of fourteen (14) days after receipt of the Products, indicating the date of the delivery note and the order number. Hidden defects must be notified in writing to SIMONSWERK Ibérica within eight (8) days of their discovery. Buyer has the duty to check, if necessary by taking a sample, whether the Products supplied are defective or not and whether they are suitable for their intended use. Claims for visible or hidden defects are excluded and will be considered unclaimable once three months have elapsed since the assignment of risk to the Buyer.

In the event that a defect claim has been submitted after the deadline or has been filed incorrectly, the Buyer loses its claim rights, unless SIMONSWERK Ibérica has intentionally concealed the defect.

In the event of defects in the Products supplied, SIMONSWERK Ibérica is only obliged to repair them or to supply another Product in perfect condition, at the free choice of SIMONSWERK Ibérica. If SIMONSWERK Ibérica is unwilling or unable to perform such performance, in particular if SIMONSWERK Ibérica allows a reasonable grace period to elapse in advance and is linked to the declaration that the Buyer would terminate the contract once the contract has been concluded without satisfactory results for reasons attributable to

SIMONSWERK Ibérica, or if performance fails for any reason, the Buyer is entitled at its option to terminate the contract or demand a reduction in the purchase price. A repair will be considered unsuccessful after the third attempt, as long as no result is obtained from the case or other circumstances.
Previous repair or resupply rights are excluded if the differences in the insured characteristics are negligible, if the damage to utility is irrelevant, if it is a natural wear or tear or deterioration that has appeared after the transfer of risk as a result of erroneous or negligent use, excessive mechanical stress or special external influences that are not foreseeable in the contract. The aforementioned claims for defects resulting from the use of documents provided by the customer (drawings, samples, etc.) shall also be excluded. This applies in particular to the performance of items manufactured according to the Buyer's design or construction documents delivered by the Buyer.

VII. Guarantee
SIMONSWERK Ibérica only warrants that all Products sold to the Buyer will conform to the manufacturer's specifications. SIMONSWERK Ibérica makes no other warranties of any kind, express or implied, by contract, statute or otherwise, and SIMONSWERK Ibérica expressly excludes and disclaims all implied warranties of merchantability or fitness for a purpose or other. Products that conform to the manufacturer's specifications will never be considered defective. The Buyer shall inspect all the Products for damage, defects or shortages immediately upon receipt by the Buyer, and shall notify SIMONSWERK Ibérica without delay of any damage, defect or shortage that the Buyer detects as set out in section six.
SIMONSWERK Ibérica agrees that the maximum amount that Buyer can claim from SIMONSWERK Ibérica is the net purchase price that Buyer actually paid to SIMONSWERK Ibérica for the Product later determined to be defective and only in the event that SIMONSWERK Ibérica fails to comply with its obligations to repair or replace the Products as set out in section six. This warranty is given only to the original Buyer and does not extend to any subsequent purchaser or assignee of Products. Buyer has no right to extend or transfer this warranty to any other party.

VIII. Limitation of claims and indemnification
SIMONSWERK Ibérica shall not be liable and the Buyer releases SIMONSWERK Ibérica and holds it harmless from any loss and damage arising from the loading, storage, handling, purchase, possession, distribution, disposal or use of any Product by the Buyer, as well as the Buyer's use of any technical or Product handling advice that SIMONSWERK Ibérica may offer, except in the case of gross negligence or intentional misconduct on the part of SIMONSWERK Ibérica. SIMONSWERK Ibérica shall not be liable for any damages, whether consequential, indirect, special, incidental, exemplary or otherwise, including, but not limited to, loss of funds, profits or turnover, downtime of equipment, repair or expense of material, expense of any substitute for products purchased by Buyer, claims by third parties or injury to persons or property. SIMONSWERK Ibérica shall not be liable for any damage, injury, contamination or loss in the event of a breach by the Buyer of its obligations under these TCGV and the Buyer shall indemnify and hold harmless SIMONSWERK Ibérica, its employees, suppliers and subcontractors against all claims, costs, losses or damages in connection with such breach. Conditions limiting, excluding or establishing liability, which may be invoked by SIMONSWERK Ibérica's suppliers or independent contractors against SIMONSWERK Ibérica in respect of the goods delivered, may also be invoked against the Buyer. In any event, except in the case of intentional misconduct, the total aggregate liability of SIMONSWERK Ibérica in respect of any claim, loss or damage, whether arising from breach of contract or otherwise under or in connection with the agreement, shall in no event exceed 100% of the price paid by the Buyer to SIMONSWERK Ibérica under the agreement.

IX. Technical services and other services
The Buyer is responsible for the design, processing, testing and labelling of any products produced using the SIMONSWERK Products and the Buyer shall not rely on anything set out on the SIMONSWERK Ibérica website or any representations by SIMONSWERK Ibérica about the suitability of the Products that SIMONSWERK Ibérica provides. Buyer is responsible for testing and researching the Products sold by SIMONSWERK Ibérica to form an independent judgment regarding their suitability for Buyer's intended use,

conversion or processing and will not make any claims against SIMONSWERK Ibérica based on SIMONSWERK Ibérica's technical advice, statements, data, services or recommendations.

X. Intellectual property

Any suggestions that SIMONSWERK Ibérica makes about possible applications, designs or uses of the SIMONSWERK Ibérica Products do not confer on the Buyer a license under any intellectual property rights covering such applications, designs or uses, nor are they a recommendation for the use of such Products, applications or designs that may infringe any intellectual property rights. SIMONSWERK Ibérica does not warrant that the use of the Products, or items derived from them, whether alone or in conjunction with other materials, will not infringe the valid patent rights of another person.

XI. Events beyond the control of SIMONSWERK Ibérica (force majeure)

SIMONSWERK Ibérica shall not be liable in the event that SIMONSWERK Ibérica's performance of any obligation to Buyer becomes, in whole or in part, temporarily or otherwise, impossible or commercially unreasonable due to any cause or event beyond SIMONSWERK Ibérica's reasonable control, including, without limitation, extreme weather conditions, natural disasters, war, terrorist activity, fire, acts of any governmental authority, blockades of places or buildings, breakdown of public services, transport interruptions, strikes, specific work interruptions or slowdowns and blockages, breakdown of machinery, emergency repair or maintenance, delay in the supply to SIMONSWERK Ibérica of parts, goods or services ordered from third parties, accidents, epidemics, pandemics and/or interruptions of business operations. If such an event occurs on the part of SIMONSWERK Ibérica, SIMONSWERK Ibérica will not be liable and its obligations will be suspended. If the event lasts more than 90 days, both SIMONSWERK Ibérica and the Buyer may terminate in writing the non-viable parts of any agreement between SIMONSWERK Ibérica and the Buyer. In addition, SIMONSWERK Ibérica will be excused if it is unable to acquire from its usual sources and on terms it deems reasonable, any material necessary for the manufacture of the Product. If, due to such circumstances, there is a shortage of product, SIMONSWERK Ibérica shall not be obliged to purchase the product from a third party in order to fulfil its obligations and may distribute its available product among all its customers and its own internal use in such manner as SIMONSWERK Ibérica deems fair and reasonable, SIMONSWERK Ibérica shall not be obliged to distribute or make available to the Buyer, the product that SIMONSWERK Ibérica obtains by purchase or exchange for its own internal use. Quantities of Product not shipped accordingly shall be deducted from the applicable remaining quantity obligation, unless otherwise agreed by the Parties.

XII. Export control compliance

12.1. SIMONSWERK Ibérica is subject to the application of the European Union and national export control laws. In this capacity, SIMONSWERK Ibérica is prohibited from directly or indirectly exporting and/or selling products or allowing third parties to sell and/or export products directly or indirectly, to certain retained countries and certain customers restricted or denied under the export control laws of the European Union and/or the United Nations. Prohibited transactions include any transaction in which Products are shipped to or through the withheld countries or involving restricted or denied customers. The penalties for violating these laws are severe. Buyer shall not sell or export, directly or indirectly, the Products purchased from SIMONSWERK Ibérica to any such retained, restricted or denied persons, entities or countries, nor shall Buyer sell or otherwise transfer such Product to any customer in circumstances where Buyer has knowledge or reason to believe that the Product will be sold or exported to any such person, entities or countries withheld, restricted or denied. The Buyer further certifies that, to the best of its knowledge and belief, the Product sold and delivered by SIMONSWERK Ibérica will not be used in any way for purposes prohibited under national and international regulations, including, without limitation, the manufacture of weapons or materials used in the arms industry.

12.2. The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any goods supplied by SIMONSWERK Ibérica.

12.3. The customer shall undertake its best efforts to ensure that the purpose of paragraph 12.2. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
12.4. The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 12.2.
12.5. Any violation of paragraphs 12.2., 12.3. or 12.4. shall constitute a material breach of an essential element of the relevant agreement, and SIMONSWERK shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of this Agreement; and
(ii) the customer shall bear full civil, administrative, or criminal liability for such violation.
12.6. The customer shall immediately inform SIMONSWERK Ibérica about any problems in applying paragraphs 12.2., 12.3. or 12.4., including any relevant activities by third parties that could frustrate the purpose of paragraph 12.2. The customer shall make available to the SIMONSWERK Ibérica information concerning compliance with the obligations under paragraph 12.2., 12.3. and 12.4. within two weeks of the simple request of such information.

XIII. Resolution for non-compliance
If the Buyer fails to comply with its obligations, fails to comply with them in a timely or adequate manner, requests the (temporary) moratorium, or proceeds to liquidate its business, as well as when its assets are seized in whole or in part, SIMONSWERK Ibérica has the right to suspend the performance of any obligation set forth herein or terminate the agreement in whole or in part, without notice or default, by written statement, at your option and always reserving your rights with respect to compensation for expenses, damages and interest. In these cases, all claims by SIMONSWERK Ibérica against the Buyer are immediate and fully enforceable. The Buyer is entitled to terminate the agreement only in the event that SIMONSWERK Ibérica fails to fulfil its obligations contained therein and/or in the events referred to in these TCGV, and then only after payment to SIMONSWERK Ibérica of all amounts due to SIMONSWERK Ibérica at that time, whether due or not.

XIV. Data protection
The Buyer acknowledges that SIMONSWERK Ibérica will process the personal data of the Buyer's employees, managers and collaborators for the purposes related to the execution of its contractual obligations, for the fulfillment of a legal obligation to which SIMONSWERK Ibérica is subject or for the establishment, exercise or defense of legal claims, in accordance with applicable law.

XV. Miscellaneous
15.1. Order cancellations and changes; rejection and return of conforming Products. Any cancellation or change of any order, refusal to accept delivery or return any conforming product purchased, will require the express acceptance of SIMONSWERK Ibérica.
15.2. No Waiver. The failure of one Party to require the other, at any time or from time to time, to enforce any term or provision of these TCGV shall not constitute a waiver of such term or provision.
15.3. Electronic communication. Buyer specifically agrees that SIMONSWERK Ibérica may issue electronic order acceptances or confirmations and electronic invoices for any purchase of Products made via the Internet, email, or any other method of electronic communication, and agrees to abide by such order acceptances or confirmations and invoices as if they had been delivered in writing.
15.4. Assignment. The Buyer shall obtain the written consent of SIMONSWERK Ibérica prior to and as a condition of the assignment, transfer, encumbrance or novation of any right, benefit and/or obligation (including rights to receivables) under any agreement governed by these TCGV. SIMONSWERK Ibérica is entitled to assign, transfer, encumber or novate its receivables in whole or in part without obtaining the written consent of the Buyer.
15.5. Insurance. The Buyer undertakes to take out insurance at its own expense appropriate to the new value against loss, deterioration and destruction, such as against damage due to fire, water and theft.

15.6. Applicable Law and Jurisdiction. Any agreement between SIMONSWERK Ibérica and the Buyer for the sale of the Products shall be governed by the laws of Spain.
Unless otherwise agreed, disputes arising out of or in connection with an agreement between SIMONSWERK Ibérica and the Buyer for the sale of the Products shall be resolved by the applicable court of SIMONSWERK Ibérica's headquarters. SIMONSWERK Ibérica shall always be entitled to bring a claim against the Buyer in the relevant court of the Buyer's headquarters.