

GENERAL CONDITIONS OF SALE

(Version 01/2024 - Valid for all transactions)

1- GENERAL TERMS OF APPLICATION

(1) These General Terms of Sale („GTS“) shall apply to all offers, contracts and orders for goods and services („Transactions“) of Enar Group (ENARCO SA) or one of its group companies listed below (hereinafter each referred to as „ENAR“) to the customer.

(2) These GTS, even if they are not expressly agreed upon again, shall also apply to future business transactions. The version of these GTS which are valid at the time of conclusion of the contract, and which can be retrieved any time at <https://www.enargroup.com/conditions-sale-northern-europe> shall be decisive.

(3) These GTS shall always apply exclusively, i.e. any terms and conditions of the customer are expressly excluded, even if ENAR performs without reservation in the knowledge of such terms and conditions of the customer, unless ENAR has expressly agreed to their validity in writing.

2- OFFER AND CONCLUSION OF CONTRACT, INFORMATION AND COOPERATION OF THE CUSTOMER

(1) All offers of ENAR are subject to change and non-binding unless they are expressly designated as binding.

(2) ENAR gives undertakings and warranties to customer only in writing, and only under explicit use of the aforementioned terminology.

(3) Changes in the technical design by ENAR shall be permissible even after conclusion of a contract, unless this results in a significant change in function or customer proves that the change is unreasonable for the customer (him). Unacceptability shall not be considered if the change represents a technical improvement or is due to a market expectation or legal or official requirements.

(4) ENAR's compliance with its obligations shall always be subject to the fulfilment of all of the customer's obligations and duties, under these GTS or otherwise. All obligations of the customer under these GTS are contractual obligations and not merely ancillary obligations or duties. The customer warrants that he will comply with his contractual and cooperation obligations under these GTS.

(5) An order of the customer shall only become a binding contract upon an order confirmation by ENAR. In case of doubt, the content of the contract shall be determined by this order confirmation. In the absence of such, the transaction shall be concluded under the terms of the offer of ENAR if the customer accepts deliveries or services unconditionally.

(6) If property rights of third parties are infringed by deliveries which are made according to drawings or other specifications of the customer, the customer shall be obliged to indemnify ENAR from all claims.

(7) The customer shall be obliged to provide ENAR with its VAT identification number at the time of the order; otherwise, the customer shall indemnify ENAR from all consequences. In addition, the customer shall provide ENAR with the necessary European Union confirmation („UE“) of receipt within three months after receipt of the goods, otherwise the customer shall be obliged to pay ENAR the statutory value added tax in addition to the agreed purchase price. In case of export to countries outside the EU, the customer shall be obliged to provide ENAR with the required proof according to applicable tax regulations immediately after delivery of the goods, otherwise the customer shall indemnify (exempt) ENAR from all consequences.

3- PRICES AND TERMS OF PAYMENT, DEFAULT OF PAYMENT, RETENTION AND SET-OFF (RESTITUTION/COMPENSATION), ELECTRONIC INVOICING

(1) Unless otherwise agreed, the prices quoted by ENAR are always in Euro and FCA factory/warehouse ENAR according to Incoterms@2020 without packaging plus the value added tax valid on the day of performance.

(2) If, from the time of the conclusion of the contract until the time of performance, ENAR's costs have increased by more than 10 % (e.g. due to increased market prices for raw material or purchased parts, increased personnel costs or remuneration of third parties involved in the performance), ENAR shall be entitled to demand a correspondingly higher price. However, if this higher price is 20 % or more above the originally agreed price, the customer has the right to withdraw from the contract. This right must be asserted by the customer immediately after notification of the increased price.

(3) The deduction of an early payment discount requires an individual agreement.

(4) Payments shall be made exclusively to the bank account designated by ENAR. The customer shall bear the costs of the payment transfer. Payments by bill of exchange or cheque are excluded, unless ENAR has expressly agreed to such payment method. If so agreed by ENAR, they shall only be accepted on account of payment (i.e. not instead of the actual receipt of money), i.e. they shall only be considered as payment after final encashment with the value date of the day on which ENAR has the equivalent value at its disposal.

(5) Objections to invoices must be raised by the customer within 15 days of receipt of the invoice at the latest, otherwise the invoice in question shall be deemed to have been approved.

(6) Unless otherwise stated in ENAR's order confirmation, the purchase price shall be due for payment without deduction immediately upon issuance of the invoice.

(7) In case of a delay in payment, in addition to asserting the damage caused by the delay, ENAR shall be entitled to withhold the further performance of deliveries and services and to make performance dependent on the payment of all outstanding claims by the customer and/or to demand securities. Also, ENAR shall not be obliged to take any further measures to meet any delivery dates and quantities (e.g. purchasing, production preparation, etc.).

(8) ENAR shall also be entitled to withhold deliveries and services until the customer has paid if it is evident that customer's willingness or capacity to perform is at risk. After setting an appropriate deadline for concurrent performance or provision of security, ENAR may also withdraw from the contract and claim (for) damages.

(9) Any right to refuse performance, right of retention or set-off (restitution/compensation), by the customer is excluded.

(10) ENAR shall be entitled to invoice the goods and services by electronic means. The customer revocably consents to the transfer of invoices, credit notes and overdue notices by e-mail in a suitable format (e.g. PDF) while at the same time waiving the requirement of providing paper documents, and undertakes to inform ENAR of its e-mail address for this purpose in order to ensure the receipt of these electronically sent documents.

4- DELIVERY, DELAY IN DELIVERY, DELAY OF ACCEPTANCE

(1) Unless otherwise agreed, the delivery of the goods will be according to Incoterms@2020 FCA. Title and risk of loss shall pass from ENAR to customer as the good passes into customer's designated carrier.

(2) Delivery dates shall only be binding if they have been expressly agreed as binding. ENAR's compliance with specified delivery dates is subject to the timely and proper fulfilment of all obligations of the customer. Furthermore, it is subject to the correct and punctual supply to ENAR, as far as ENAR is not grossly negligent in the selection of the supplier or the specific procurement. If delays become recognizable, ENAR shall inform the customer thereof ENAR is entitled to partial deliveries.

(3) In case of non-performance or delay by ENAR, the customer may withdraw from unfulfilled transactions if the legal requirements are met. The customer may only withdraw from partially fulfilled transactions if there is no interest in the partial delivery and performance. The customer shall only be entitled to claims for damages due to delay if and as far as ENAR's liability is not excluded or limited in accordance with these GTS. In any case, such claims shall be limited to the damage foreseeable at the time of the conclusion of the contract, but in no case more than 5 % of the value of the outstanding partial or total delivery, as far as such de-livery, due to the delay or non-performance, cannot be used by the customer at all, in time or in accordance with the contract.

(4) If the customer is in delay of acceptance, the risk of accidental loss shall pass to the customer; if impossibility or inability on the part of ENAR occurs during the delay of acceptance, the customer shall remain obliged to pay a compensation.

(5) For the duration of a delay of acceptance (also in case of delayed pick up and call-off) by customer, ENAR shall also be entitled, without prejudice to other rights, to store the goods to be delivered at the customer's expense. The same shall apply if ENAR withholds the delivery due to outstanding payments or a deterioration of the financial situation of the customer. ENAR may also commission a carrier for such storage. ENAR shall be entitled to charge additional expenses incurred with a lump-sum compensation of 0.5 % of the net purchase price for the concerned goods per commenced calendar day, up to a maximum of 5 %. ENAR shall remain entitled to assert further claims and to prove a higher damage; any lump-sum compensation already paid hereunder shall be offset against such claims.

(6) In case of delay of acceptance, ENAR may also request the customer to accept (or to call-off) the goods and, after a reasonable grace period, withdraw from the contract and assert its rights for non-performance. This shall include a penalty for breach of contract in the amount of 25 % of the price of the goods not accepted/called-off, notwithstanding and additionally to any other compensation for damages arising from said delay in acceptance.

5- FORCE MAJEURE

(1) If circumstances of force majeure, such as war, sabotage, natural disasters, epidemics, pandemics, business disruptions, labor disputes, political measures or official orders, embargoes, import or export bans, customs duties, or other unforeseeable circumstances which are independent of the will and influence of ENAR, prevent timely performance on the delivery date, the de-livery date shall be postponed taking into account the delay caused by the circumstances. This shall also apply if these circumstances occur at ENAR's suppliers or their sub-suppliers.

(2) If ENAR is not responsible for a not only temporary delay in delivery, ENAR shall have the right to withdraw from the contract if the performance of the contract is unreasonable for ENAR. In this case, ENAR shall inform the customer about the unavailability and the withdrawal. ENAR shall be entitled to charge the customer for any costs already incurred; provided that any consideration already received in excess thereof shall be refunded to the customer. The customer shall not be entitled to claim damages against ENAR in such case.

6- TRANSFER OF RISK

(1) The risk of accidental loss and accidental deterioration of the goods is transferred to the customer in accordance with FCA Incoterms@2020.

7- PAYMENT GUARANTEES

(1) For deliveries and services with a net invoice amount of EUR 100,000 or more ENAR shall be entitled to demand from the customer an unconditional, unlimited, and irrevocable security from an international bank or a bank letter of credit for the payment of the purchase price.

8- NOTICE OF DEFECTS, WARRANTY

(1) Immediately upon receipt, the customer must inspect the goods for compliance with the contract, in particular for completeness and condition, as well as for transport damages. Recognizable deviations, defects and damages shall be notified and reprimanded to ENAR with a detailed explanation immediately, but at the latest within five working days after receipt, and in any case before processing or treatment. For hidden defects, this period of notice shall begin upon discovery. Transport damages shall be noted on the consignment bill and the delivery bill and confirmed by the signature of the driver of the carrier. Otherwise the warranty will lapse.

(2) A defect shall be deemed to exist if the delivered goods deviate significantly from the agreed quality and the usability of the goods is impaired significantly, or if at the time of delivery, the delivered goods are encumbered with rights of third parties existing at the registered office of ENAR.

(3) Warranty claims expire twelve months after delivery of the goods by ENAR, unless otherwise agreed. In addition, the respective current warranty policies of ENAR apply.

(4) ENAR shall not be liable for defects that have been (partly) caused by unforeseeable, improper or excessive use, by the use of unsuitable operating consumables, by faulty or negligent handling or storage, by insufficient or improper maintenance, repair or servicing, by the installation of wrong spare parts (in particular of incompatible spare parts or those not intended by the manufacturer) or by installation of add-on parts; or as a result of natural wear and tear, or by corrosion which is not resulting from a manufacturing defect.

(5) ENAR shall also not assume any warranty for defects caused by an application of the goods by the customer not foreseeable by ENAR or by the fact that the customer modifies the goods or uses them together with third-party deliveries and services.

(6) If, despite all the care taken, the delivered goods show a defect that was already present at the time of the transfer of risk, ENAR shall, at its own discretion and subject to a timely notification of defects, either repair the goods or deliver replacement goods. ENAR shall not bear the costs of installation and removal. The customer shall grant ENAR the necessary time and opportunity to carry out the supplementary performance.

(7) If the supplementary performance fails, the customer is entitled to demand a corresponding reduction of the price or, in the case of significant defects, to withdraw from the purchase contract. Significant defects are those which impair the suitability or value of the goods in such a way that they cannot be used by the customer in accordance with the conditions/use specified in the contract. In the case of merely insignificant defects which are not remedied by supplementary performance, in lieu of further legal remedies, only a reduction of the purchase price is possible.

(8) Only after prior agreement or if required by law, the customer shall be entitled to remedy the defect itself or have it remedied by third parties and to claim from ENAR reimbursement of the necessary expenses in accordance with the contractual agreements and these GTS.

(9) The customers' claims for reimbursement of expenses necessary for the purpose of supplementary performance, in particular for transport, travel, labor and material costs, are excluded to the extent that such expenses have increased because the goods delivered by ENAR to the customer were subsequently moved to another location.

(10) For further claims of the customer, the provisions of these GTS on liability according to § 9 below shall apply.

9- LIABILITY FOR DAMAGES

(1) In case of breach of contract, hidden defects, conducting impermissible conduct, or product liability, ENAR, except as expressly agreed by the parties or the application of mandatory rules, will respond only in cases in which attends malice or gross negligence. ENAR will only be liable for slight negligence in cases of breach of duty of a substantial nature, meaning that breach of which endangers the attainment of the objective pursued through the contract. In the latter case, however, the responsibility of ENAR shall be limited to contractual damages typically stated in the conclusion of the contract.

(2) ENAR will not respond for manipulations or actions executed by third parties or by third companies different from ENAR and in particular, it will not respond in case of repairs or manipulations of the goods which have not been carried out by ENAR or by persons authorized by ENAR or by misuse or misuse of such goods.

(3) Exclusions and limitations of liability contained in the preceding paragraphs shall not apply in case of assumption of guarantee with regard to the properties of the goods, in case of concealment of a defect in bad faith, in case of bodily injury to or affecting the health of people's lives, and where, in accordance with current legislation on liability for damage caused by defective products necessarily responds.

(4) All actions for claiming damages against ENAR, whatever their cause, shall be, expire within one year from transfer of risk on the goods to the customer. In case of tortious liability, after the customer becomes aware of circumstances and found the action of the person liable to compensation, or since, applying a minimum diligence, they have known such extremes. The rules contained in this paragraph shall not apply and the rules applicable in case of liability for fraud or gross negligence and in cases provided for in the preceding paragraph will apply.

(5) If customer is an intermediary with respect to the goods delivered, and the final purchaser a consumer, prescription of a possible return action against ENAR by the customer shall be governed by applicable laws.

(6) All claims by the customer that go beyond material defects, particularly compensation for damages, injuries, or impairment of objects, loss of profits or otherwise, is excluded from the ENAR warranty and the Company accepts no responsibility for them.

10- RIGHTS TO SOFTWARE AND DOCUMENTS

(1) If the goods are sold together with an electronic device, ENAR grants to the customer a generally non-transferable and non-exclusive right of use of the associated software.

(2) Such right to use only entitles the customer to the intended use of the software within the electronic equipment of the goods. In particular, the customer shall have no right to distribute, copy and/or edit the software.

(3) A transfer is exceptionally permitted if the customer can prove a legitimate interest in the transfer to a third party while at the same time terminating the customer's own use, e.g. in case of resale of the goods. In this case, the customer shall contractually oblige its purchaser to observe the rights to which ENAR is entitled. In all other respects, the respective (license) terms and conditions for the transfer of use of ENAR's software provided with the delivered goods, as amended from time to time, shall apply.

(4) The documentation and programs necessary for the operation of the goods are subject to copyrights and industrial property rights and remain the property of ENAR.

(5) ENAR also exclusively reserves all property rights, copyrights, exploitation rights and other proprietary rights to all documents – including in electronic form – that have been provided to the customer in connection with the placement of the order, such as calculations, drawings and other documents, as well as to all in-formation, know- how, inventions, industrial property rights, designs, samples and trademarks.

11- INDEMNITY

(1) The customer shall indemnify ENAR upon first request from all claims of third parties that are based on a breach of duty by customer. This includes in particular the defence against direct claims or official measures against the customer or ENAR, the defence against indirect claims or official measures against ENAR, the provision of all necessary information and the assumption of legal costs and all other necessary expenses for defence. Without ENAR 's prior consent, the customer shall not enter into any agreements to this effect with third parties or authorities to the detriment of ENAR.

12- EXPORT CONTROL

(1) Delivered goods and software may be subject to the export control regulations of the exporting countries.

(2) For this reason, each conclusion of a contract shall be subject to the reservation that no prohibition of delivery/performance according to the relevant customs and foreign trade regulations exists, or that the respective necessary official approvals, permits or other documents that ENAR may require for the fulfillment of the contract are granted.

(3) The customer is obliged to comply with any export and/or import regulations. In addition, the customer shall provide ENAR with all relevant information; otherwise, the customer shall indemnify ENAR from all consequences. If the customer becomes aware of circumstances that prevent the export or import of the goods, he shall inform ENAR immediately. If the procurement of necessary export or import documents is uncertain, ENAR shall be entitled to withdraw from the contract after setting a further deadline of two weeks.

13- DISPOSAL

(1) ENAR shall assume the product responsibility under applicable waste laws (including any obligations to take back and dispose of waste) only to the extent that the customer is not obliged to assume such responsibility in accordance with the applicable statutory provisions. In case of the responsibility of the customer, the customer shall indemnify ENAR and the suppliers of ENAR from the legal obligations and the related claims of third parties.

(2) The customer shall contractually oblige commercial third parties to whom he passes on the delivered goods to dispose of the delivered goods

after termination of use at their expense in accordance with the statutory provisions, and to impose a corresponding further obligation in the event of further passing on of the goods. If the customer fails to contractually oblige commercial third parties to whom he passes on the delivered goods to assume the obligation to dispose of the delivered goods and to impose a corresponding further obligation, the customer shall be obliged to take back the delivered goods after termination of use at the customer's own expense, and to dispose of them in accordance with the statutory provisions. In this respect, the customer shall indemnify ENAR from any claims of third parties.

(3) The aforementioned claims for indemnification of ENAR by the customer shall not become time-barred before the expiry of two years after the final termination of the use of the goods. This period shall commence at the earliest upon receipt by ENAR of a written notice of the termination of use from the customer and/or its customers.

14- REVERSE ENGINEERING

(1) The customer is prohibited from obtaining knowledge of the construction, technical functionality and other properties that are not generally known and readily accessible by examining, dismantling, or testing the goods (so-called reverse engineering). The customer acknowledges that this would be a violation of ENAR's trade secrets.

(2) In the event of a breach of the aforementioned obligations, for each case of breach and waiving the plea of continuation of the breach, the customer shall be obligated to pay a no-fault contractual penalty to ENAR in the amount of EUR 1,500,000 per individual case. Further (damage) claims shall remain unaffected by this provision.

(3) This provision applies for a period of three years after the end of the business relationship.

15- CONFIDENTIALITY

(1) All information from ENAR not already in the public domain must be treated confidentially by the customer and may not be made available to third parties. Such information shall be returned or deleted immediately at any time upon request by ENAR or if no transaction is concluded.

16- DATA PROTECTION

(1) In accordance with the provisions of the General Data Protection Regulation 2016/679 dated 27 April 2016 and Organic Law 3/2018 dated 5 December, on the Protection of Personal Data and guarantee of digital rights, customers are informed that the personal data provided will be the responsibility of ENAR. ENAR will process the personal data provided for the purposes of attending to and managing the commercial relationship, as well as sending information about ENAR products and services when customers have given their consent. The processing of such data is based on the consent of the person concerned to request the service or complete the application. The personal data collected will be treated with due diligence and security and in any case complying with the current legal provisions at all times. The data provided will be kept as long as the business relationship is maintained or for the time necessary to comply with legal obligations. Under no circumstances is ENAR contemplating the international transfer of personal data to third countries outside the EU.

(2) Customers shall have the right to file a complaint with the Spanish Data Protection Agency in the event that they consider that the current legal provisions on data protection have been violated. Customers may also exercise their rights of access, rectification, opposition, limitation of processing, portability and cancellation by contacting ENAR, at the address Calle Burtina, 16 – 50197 Zaragoza (Spain) or by email to the address gopr@enar.es

17- TRANSFER OF RIGHTS AND OBLIGATIONS, PLACE OF JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW

(1) Any transfer of the customer's rights and obligations under the business relationship require the prior written consent of ENAR to be effective.

(2) For all business relationships and litigious issues that may arise between the customer and ENAR, it will be applicable Spanish law of a common nature. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. Any dispute or conflict that may arise between ENAR and its customers in relation to the commercial relations maintained between them, shall be submitted to the jurisdiction of the courts of the city of Zaragoza. Notwithstanding this, ENAR may opt, at its own discretion, because any litigation or controversy shall be brought before the courts of the place where the customer is domiciled.

18- SPECIAL PROVISIONS FOR ONLINE ORDERS

(1) Through its online store, ENAR sells only to commercial customers.

(2) The presentation of goods in the online store does not already include a binding sales offer. The offer to conclude a purchase contract is made by the customer by submitting a complete order to ENAR. Before submitting the order, the customer can also check and change the shopping cart and the details of the delivery and payment modalities. The customer shall remain bound to an order for 14 days, i.e. the contract shall be binding if ENAR accepts the order within this period.

(3) After submission of the order, the customer receives a confirmation by e-mail about ENAR's receipt of the order (order confirmation), which however does not already represent an acceptance of the contract. ENAR declares the acceptance of the contract within the acceptance period according to paragraph (2) by separate e-mail as soon as the goods leave the warehouse (shipping confirmation) or ENAR can confirm the production of its goods to customer (order confirmation).

(4) If the order comprises several items, the contract is only concluded for those items that are expressly listed in the shipping or order confirmation of ENAR. The foregoing shall also apply if the customer has already paid the purchase price or instructed payment prior to the conclusion of the contract due to the chosen method of payment. If in this case the contract is not concluded for any reason, ENAR shall inform the customer by e-mail (in case of partial acceptance of the contract together with the shipping or order confirmation for the deliverable items) and shall refund the advance payment immediately.

ENARCO, S.A.