GENERAL SALES TERMS

SCOPE OF APPLICATION - FULL AGREEMENT

1. These general sales terms (hereinafter "Terms") apply to all products, accessories or services ("Goods") offered by Europerfil ("Seller") to the customer ("Client"). The Terms, together with the specific conditions specified in the "Seller's" order confirmation ("Order Confirmation") or the Agreement, and exclusively in these documents, constitute the full agreement between Client and Seller and supersede and replace in full any contrary terms and conditions proposed by the Client, and any oral or written communication not included in these documents. The agreements between the Seller or its agents and third parties will only be valid upon written confirmation by the Seller.

2. These general terms are complementary to the individual terms which may be established and accepted in writing by agreement between the parties and in each case will prevail over sales terms specified by EUROPERFIL customers.

QUOTATIONS AND ORDERS.

3. Unless otherwise stipulated, the documentation, catalogues and estimates are sent for information only, and the "Seller's" offers are not binding.

4. The validity period of "EUROPERFIL's" quotations is one week from date of issue unless otherwise stipulated in writing in the offer.

5. Orders issued by the Client in no way entail any obligation on the part of EUROPERFIL until the Seller receives a copy of the Order Confirmation issued by the Seller, copy which has to be signed and sealed by the Client, without amendments or modifications.

6. The delivery of the Order Confirmation signed by the Client within five working days of having received it from the Seller constitutes acceptance by the Client of the contract defined by this document.

7. In addition, any of the following events constitutes acceptance of each and every one of these Terms:

   a. acceptance or receipt of the materials supplied by the Seller.

   b. return of a signed copy of the Order Confirmation to EUROPERFIL in the specified time frame.

   c. validate or accept the corresponding invoice.

8. For online orders, the Order Confirmation shall be the set of specific elements of the "Client's" purchase, expressly confirmed by the Seller. Any of these Terms or any part thereof being rendered entirely or partially void, unenforceable or illegal will not affect the validity of the other terms and conditions herein.

PRICES AND PAYMENT TERMS

9. All prices are calculated for goods measured and weighed at the point of departure. Unless expressly stated otherwise in the Order Confirmation, prices are net, payable as per the method of payment set out therein. The Client shall be liable for the payment of all taxes and costs related to transport, insurance, shipping, storage, handling, demurrage and similar issues. The Client will be liable for any increase in these costs effective from the Order Confirmation date.

10. Unless otherwise specified in writing by EUROPERFIL, prices are for unloaded goods at the EUROPERFIL factory. They include the "Seller's" standard packaging and protection (according to the "Seller's" procedure, available on its website). The Client will be responsible for destruction, recycling and storage costs after delivery. The materials will be transported at the "purchaser's" risk and expense. The purchaser is liable for any damage and deterioration that may occur during loading, transport and unloading, and all transport and insurance expenses, unless by mutual agreement EUROPERFIL is designated as the transport contractor.

11. If the supply is subject to VAT exemption under current legislation and the Client assumes liability for the goods at point of origin at his own risk according to the agreed Incoterms, the Client must submit, in no later than ten working days, the documents certifying that the goods have been shipped to the destination country and have cleared customs. Otherwise, a fine will be applied equal to the cost of the non-invoiced VAT.

SUPPLIES AND RISK TRANSFER

12. The delivery dates for materials provided by EUROPERFIL are subject to some flexibility, unless expressly stated to the contrary; the Client waives any right to claims or compensations. Delivery delays entitle the Client to cancel orders for goods that are not yet in production, and only after giving the Seller a grace period beyond the initial delivery period and after sending a formal notice of default.

13. Binding delivery periods will only give a Client right to compensation insofar as the Seller has been fully informed in writing at the time of signing the contract about any damages and losses resulting from a delay in delivery and an approximate assessment of the various damage elements. Likewise, in the event of production delays, the Seller shall be entitled to not supply the full amount requested by the Client in a single delivery, but to supply the material by successive partial deliveries. The Buyer will be compensated with an allowance for 0.25% of the undelivered order amount per day of delay.

14. The transfer of risk, if not otherwise agreed in writing, will occur at the "Seller's" factory prior to loading. If using Incoterms, the risk transfer shall take place according to the applicable term (latest Incoterms published by the ICC). If the Client does take ownership of the Goods upon notification of their availability by Seller, the Seller may store them at the "Client's" risk and expense for a period not exceeding two months, and invoice them as delivered. After this time, and without special notice, the Seller may proceed to resell or destroy the Goods and to claim compensation.

15. In the event that the Goods are sold delivered at destination, the Seller shall be responsible for determining the route and means of transport and selecting shipping agents and carriers. The Client shall be responsible for providing the Seller with all required information, with sufficient time to ensure the successful preparation of shipping paperwork, including (a) marking and dispatch instructions, (b) import licenses, documents required for obtaining official permits and any other document prior to shipping, and (c) where appropriate, confirmation from the Client that a letter of credit has been obtained or established. If these documents, statements or confirmations are not received, or if any of them can (in the opinion of the Seller) represent an expense or cause delays, the Seller may at its discretion and without prejudice to any other solution, delay the date of issue or cancel this contract. The Client agrees to receive the Goods at the agreed time and place. Otherwise, delivery is considered to have been made for all purposes in that place and time.

16. If, due to reasons attributable to the customer, Europerfil is unable to deliver the material within 60 days from the completion of manufacturing, we will proceed to invoice the material under the conditions agreed upon in the order, except for the payment deadline, as this invoice must be paid in cash considering that the payment deadline has already passed. The material will remain stored in our warehouses from the manufacturing date until it is collected for an additional maximum period of 2 months. Additionally, Europerfil will issue an additional invoice for warehouse occupancy at a rate of €20 per square meter of occupied floor space per month, starting from 60 days after the completion of manufacturing. After 4 months of material storage from the completion of manufacturing, Europerfil may proceed with the appropriate waste management procedures to remove the material from our warehouses. The customer will have no claim against Europerfil after 4 months from the completion of manufacturing date if the customer has not accepted the delivery or failed to collect the material.

COMPLIANCE - INSPECTION - ASSEMBLY

17. The Client shall carry out at the point of delivery an inspection of the Goods for to check weight, length and width as stated in the Order Confirmation, and any visible defect shall be recorded during the inspection. If the Client submits no written comments relating to the Goods within one week (Law 15/2009-BOE 273, art. 60) after delivery and prior to any further processing of the Goods, the Goods will be deemed to have been automatically accepted at the time of delivery to the Client. The Goods will be considered delivered from the moment the carrier's delivery is signed, in the place and by personnel designated by the Client. The Seller will not accept any claims relating to defects or deficiencies of the Goods with respect to the specific terms of the Order Confirmation that may have been observed by a visual inspection, or if the inspection was never performed.

18. Upon receipt of the Goods at a work site, any required transport vehicle immobilisation will be charged to the Client.

19. The Client will pay for storage, installation and maintenance of Goods; will have to adhere strictly to the Seller's instructions and documentation (brochures, catalogues, website, goods labelling, etc.) and ensure that these instructions are communicated to their own customers. In the event that, during assembly, the Merchandise is found to be defective, the Client will immediately notify the Seller and immediately stop the installation.

CLAIMS AND LIABILITIES

20. The Seller warrants that the Goods meet the specifications in the Order Confirmation. The Client shall have notified the Seller of all the information necessary for: (a) proper compliance with these specifications and (b) the manufacture and end use of the Goods, and acknowledges that the Seller's obligation is fully satisfied from the time these specifications are met at the time of delivery. Any technical advice is given in good faith but without warranty. The Seller's advice does not release the Client from his responsibility to check the suitability of goods supplied to the processes and uses for which they are intended (according to data sheets and application charts available on the Seller's website)..

21. Claims do not entitle the Client to defer or suspend payment of the corresponding or any other invoice.

22. Hidden defects at the time of delivery shall be notified to the Seller immediately, by certified mail, with return receipt, upon their detection and in no case later than six months after delivery (the Client is required to thoroughly inspect the goods during this period)

23. If Goods are considered defective by the Seller, he will only be under the obligation at his choice of one of the following: (i) to replace or make a refund for the Goods, or (ii) if the price has not yet been paid by the Customer, to reduce the price or cancel the contract. In any case, the "Seller's" liability is limited to 100% of the invoice value of defective or damaged Goods. The Seller accepts no liability for losses due to processing costs, production losses, lost revenue and/or any subsequent special loss or damage incurred directly or indirectly by the Client or by any other person. The Seller is liable exclusively for the damage caused by wilful misconduct or gross negligence duly proven by the Client.

24. It is the Seller's responsibility to decide on the destination of the goods deemed by them as defective and in need of replacement. The customer has no claim if, even when the Seller considers the goods defective, the Customer has destroyed them without the Seller's written consent.

25. Any possible tint deviation is governed by the EN 10169 standard and the XP P34-301 standards which specify not exceeding a margin of AE = 1.5. The exception is metallic, bright or saturated colours, or textured coatings, for which colour quantification is not possible.

The Client should always indicate if an order is an extension for an existing project, in order to trace material used and thus avoid differences in hue.

26. Products manufactured by Europerfil comply with the following standards: UNE EN 14782:2006 (self-supporting metal sheets), UNE EN 14509:2007 (double skin metal panels), UNE EN 13165:2002 (insulation products).

WARRANTIES

27. Europerfil guarantees products supplied under the terms and conditions described in Spanish Construction Regulation (Ley de Ordenación de la Edificación, Law 38/1999 of 5 November), provided the products are used and installed according to "Europerfil's" recommendations and its liability is demonstrated by evidence from third parties outside the contractual relationship maintained between the parties.

28. With the perforated products Europerfil recommends to apply a protective layer both sides before installation to avoid an anticipated effect of corrosion. The perforated products do not have any after-sales warranty in case of not following this recommendation.

29. Likewise, with respect to the coating of the metal used, Europerfil will only attest to the quality and recommended use, at the Client's request in writing prior to order confirmation (by sending the duly completed environmental questionnaire, signed and sealed by the buyer) and after having received a positive response from the steel supplier of the raw material supplied. Both conditions are required, cumulatively and not alternatively.

FORCE MAJEURE

30. The Seller will not be held liable for any failure or delay in manufacturing, shipping and delivery of the Goods under this contract resulting in whole or in part, from any war (declared or undeclared), strike, labour dispute, accident, fire, flood, acts of God, transportation delay, material shortage, equipment failure, facility conditions, laws, regulations, ordinances or decrees issued subsequent to the order confirmation by any governmental agency or body, or the emergence of a

contingency that prevents the execution of its duties and whose absence was a basic assumption for the issuance of the Order Confirmation. In such circumstances, the Seller may take any additional time which is reasonably necessary to fulfil its obligations, and shall be entitled to apportion its production among its customers as it deems fair. This clause shall also apply, with the necessary modifications, to the Client. This circumstance must be notified in writing to the other party within 5 business days from the occurrence of the event causing the force majeure.

Likewise, in the current context of infection by Covid-19, the following shall be considered cases of Force Majeure and therefore subject to the obligations referred to in the previous paragraphs

(i) cases of confirmed cases of the said virus in the work center or factory responsible for production or supply involving the prescribed or advised quarantine of other workers in the same center/factory, imposed by the health authorities and/or in accordance with the instructions given by the competent authorities, and/or in-house or hired Health Prevention Department.

(ii) Orders and/or restrictions imposed by the Competent Authorities in response to the evolution of the contagion.

PAYMENT GUARANTEE AND RIGHT OF RETENTION

31. Unless otherwise specified in the contract documents, payments shall be in advance.

32. If there is any doubt about the financial solvency of the Client or changes in its financial capacity (RAI, ASNEF, impairment to line of credit insurance, etc.) from the time of signing the Order Confirmation, EUROPERFIL is entitled at any time to ask the Client for additional payment guarantees. If they are not presented, EUROPERFIL shall be released of its commitments, even if the the Customer has not defaulted regarding the payment method and means agreed in the specific clauses.

33. Non-payment by the Client within the time agreed upon will result in the legally stipulated (Law 15/2010) application of a 3-month interest charge at the EURIBOR interest rate plus two points, as well as bank charges or other directly attributable charges, without prior requirement of payment of the overdue amounts.

34. Any delay in payment, delivery of payment documents or alteration in the acceptance of bills of exchange, if any, or other documents result in all sums owed by the Client to EUROPERFIL becoming due at once, legally and immediately payable, including unmatured balances. EUROPERFIL reserves the right to offset balances charged against future orders with overdue amounts without granting the Client any compensation. In this scenario EUROPERFIL has the power to suspend or cancel all incomplete orders, and is released of any liability associated with such cancellations.'

RETENTION OF TITLE

35. Title to the Goods shall remain vested in the Seller until the Client fulfils its payment obligations, as stated above. EUROPERFIL has a preferential credit right against the final Client of the building for the value of the goods supplied and not paid, regardless of the type of contract (flat-rate or measured) established between the final Client and the Seller's Client, and between the Client and EUROPERFIL. Therefore:

The Client shall be solely responsible and shall bear all risks and costs associated with the unloading, correct handling and proper storage of goods delivered. To this end it must take out a comprehensive insurance policy at its own expense, to cover damage and/or theft of all or part of the Goods delivered and to provide, at first demand, a certificate from the insurance company confirming payment of the premium.

LANGUAGE, JURISDICTION AND APPLICABLE LAW

36. These Terms are available in Spanish, English and French on the EUROPERFIL website, www.europerfil.com. In case of discrepancy, the Spanish version shall prevail.

37. For any dispute arising out of trade relations between the Client and EUROPERFIL, both are subject to the courts and tribunals of Barcelona, Spain, and expressly waive any other jurisdiction that might apply.

38. For international sales, the courts of Brussels shall have exclusive jurisdiction to resolve the conflict.

INFORMATION REGARDING DATA PROTECTION

European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free circulation of this data.

As established by the legislation on data protection we inform you that the data included in this contract, as well as all the information generated as a result of the provision of the agreed services will be processed by EUROPERFIL, SA for management of clients , for administrative, financial and accounting management, as well as for carrying out commercial and marketing actions provided that they are on services and products related to those initially contracted. The communications will be carried out by electronic means and the possibility of unsubscribing will be facilitated in each communication that is sent. Legal basis for processing: the existence of a contractual relationship.

The data will in any case be kept for the duration of the contractual relationship and subsequently for the legal periods established by civil law for the statute of limitation for contractual obligations and by accounting and tax law. Contact data will be retained until its deletion is requested. Recipients of the personal data: EUROPERFIL will communicate your data to third parties in the following cases: (i) By legal obligation: to the tax administration for payment of taxes, to judges and courts that request it through court action. (ii) Transfer necessary for the performance of services: financial institutions, for making the appropriate collections and payments; insurance companies, for managing insurance policies; recovery entities for the corresponding payment claims. No international transfer of data to third countries outside the European Union is foreseen.

Rights: You can exercise rights of access, rectification and deletion, opposition and limitation to processing and portability of your data via the email privacy@europerfil.com

For more information and how to exercise your rights, you can consult our full data protection policy at: http://europerfil.com/newweb/empresa/privacy-policy.