

These Standard Terms and 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 legal 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

All offers are valid for thirty days, starting 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 written acceptance of INTERNACIONAL HISPACOLD S.A. Previous or preliminary quotations, offers, technical and commercial documents, delivery times, etc., are subject to any changes, without prior notice, by INTERNACIONAL HISPACOLD S.A. and are therefore not binding on the letter where the customer's acceptance of the corresponding order has not been firmly and definitively agreed to by the company.
- B. INTERNACIONAL HISPACOLD S.A. is only obliged to supply the material under the conditions accepted and described in the commercial offer and therefore assumes no liability whatsoever due to a possible non-compliance with any industrial or technical regulation or standard, or of any other nature, or any technical, safety or other specification of the regulations of the country in which the equipment or product is to be used, unless it has been explicitly mentioned and accounted for in the order.
- C. HISPACOLD INTERNATIONAL, S.A. is exempted from any liability for failure to comply with its obligations in the event of unforeseeable circumstances or force majeure, such as: labour disputes, total or partial strikes, adverse weather conditions giving rise to meteorological alerts or the like, fires, explosions, accidents, or the inability to obtain raw materials from the usual suppliers as part of the conditions of service or whatever may be necessary to comply strictly with the provision of the order at the usual prices without involving a significant alteration in the contractual conditions, leading to strains and breakdowns of supply budgets and the desired and necessary steady flow of provision, delays or interruptions caused by transport issues beyond the control of HISPACOLD INTERNATIONAL and which are insurmountable, including seizures, requisitions or orders from administrative authorities, or any other circumstance beyond the control of HISPACOLD INTERNATIONAL SA which has a natural cause and is considered a fortuitous event or force majeure. In the event that these circumstances arise, INTERNACIONAL HISPACOLD S.A. may postpone the execution of the order or has the option to 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 liability and free to contract with third parties under conditions they deem appropriate.
- D. In the event that, as a result of serious market changes or unforeseeable technological changes which alter the budget or basis of the contract or, alternatively, insurmountable financial turbulence, INTERNACIONAL HISPACOLD S.A. should be forced to negotiate new prices or conditions of sale and if an agreement cannot be reached with the buyer, both parties may terminate the contract, rendering the order null and void, and may negotiate new contracts or legal transactions with third parties on such terms and conditions as deemed appropriate.

3. PRICES

- A. Prices only include the materials described in the offer.
- B. Prices, unless otherwise agreed by the parties, shall always be understood to apply only to goods located in the issuing warehouse at the INTERNACIONAL HISPACOLD S.A. premises so that any cost generated by a different Incoterm requested by the buyer, will increase the price and be considered as an additional cost or expense.

4. TRANSPORT

- A. Delivery shall be deemed to have taken place when the goods leave the designated warehouse or physically delivered to the carrier indicated by the buyer.
- B. The goods will always travel at the risk and expense of the buyer, even if the transport costs are paid at source by HISPACOLD INTERNATIONAL SA.
- C. In case of damage caused in transit, or any other discrepancy arising on delivery, after inspection of the delivered goods by the buyer, they must notify INTERNACIONAL HISPACOLD S.A. of the situation and the buyer must justify, in writing and/or graphically any damage or damage within a maximum period of eight calendar days from the date they discovered it or became aware of it, and, in any event, from the date scheduled for collection of the goods. INTERNACIONAL HISPACOLD S.A. reserves the right to replace or repair the damaged material, 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 on which he became aware of the alleged damage or from the date scheduled for collection of the goods, HISPACOLD INTERNATIONAL SA reserves the right to charge storage costs.
- E. No return of goods or packaging is accepted under any circumstances without prior consent or written authorization by INTERNACIONAL HISPACOLD S.A., once the parties have agreed, in 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 material delivered is free from defects caused by poor quality raw materials used in the manufacture of the products or by hidden defects in the manufacturing process.
- B. This guarantee shall not apply in the following cases:
 - 1) Incorrect storage of the material by the purchaser or transporter.
 - 2) Contravening the recommendations of INTERNACIONAL HISPACOLD S.A. or the rules on best practise in manufacturing, industrial, or engineering processes or production or industrial projects of the same or similar nature, when assembling, connecting and/or installing products supplied by INTERNACIONAL HISPACOLD, S.A. during the buyer's manufacturing process.
 - 3) In case of defective or incorrect handling or use of the products sold by HISPACOLD INTERNATIONAL SA, as well as improper repair thereof by third parties.
 - 4) Breakdowns caused by dirt, corrosion or deposit build-up in the exchangers and other devices of the refrigerant circuit, attributable to the lack of diligence and negligence by the buyer or his employees or workers.
 - 5) Incorporation, by the purchaser or third parties, of materials not supplied by INTERNACIONAL HISPACOLD S.A. in its components, and/or regulation and adjustments carried out on the components supplied by INTERNACIONAL HISPACOLD S.A. without prior written validation by the latter.
 - 6) Failures caused by poor preventative maintenance of equipment and accessories during the warranty period by the purchaser, its customer, or whoever is responsible for carrying out this preventive maintenance.
- C. The warranty shall be valid for a period of twelve months or for 150,000 km (whichever occurs first)

from the date of registration of the vehicle, provided that eighteen months have not been exceeded from the date of issue of the invoice.

- D. The guarantee shall be fully applicable in favour of or for the purchaser in the following cases:
 - 1) That it is INTERNACIONAL HISPACOLD S.A. product.
 - 2) That the warranty policy has been activated.
 - 3) That the general conditions of warranties and after-sales service defined by INTERNACIONAL HISPACOLD S.A. are met
- E. INTERNACIONAL HISPACOLD S.A. reserves the right to carry out at any time an audit of any vehicle in which the equipment supplied by INTERNACIONAL HISPACOLD S.A. is in service, in order to validate the guarantee.
- F. The warranty covers the replacement or repair of the defective part under duly justified criteria defined by INTERNACIONAL HISPACOLD S.A., the cost of labour to replace the defective part according to hourly rates defined by INTERNACIONAL HISPACOLD S.A. and the expense of transporting the original material to the point of delivery using the usual normal and suitable methods of transport.
- G. The warranty of the replacement or repaired material will end at the time that the original warranty of the equipment or component becomes null and void or expires.
- H. INTERNACIONAL HISPACOLD S.A. does not guarantee the material against corrosion nor deterioration due to use in unusual or unique environments/circumstances. Nor does it guarantee the suitability of alternative materials that may be needed due to legal restrictions or legal stipulations not provided for in the drawing up of the order or supply contract, or because of customer requirements.
- I. No additional warranty will be valid if it has not been properly authorised in writing by the legal representatives of HISPACOLD S.A.

6. PRODUCT DEVELOPMENT OR MODIFICATIONS

- A. Should it be necessary for HISPACOLD INTERNATIONAL S.A. to modify their own products or to develop the product in a specific way at customers' requests, INTERNACIONAL HISPACOLD S.A. will define the criteria to guarantee the product in order to ensure that it will meet the conditions to be covered by the INTERNACIONAL HISPACOLD, S.A. warranty.
- B. In the event that, for the product to be guaranteed, it is necessary to carry out tests, the costs associated with these shall be borne by the customer, unless expressly agreed otherwise in writing by both contracting parties.

7. LIMITATION OF LIABILITY

- A. INTERNACIONAL HISPACOLD S.A. shall inform the purchaser, in writing or orally, of the necessary guidelines for installing and/or commissioning the product and therefore will not be accountable for any operations carried out in contravention of, or in ignorance of these guidelines, or which disregard them.
- B. The warranty and contractual or legal liability of INTERNACIONAL HISPACOLD S.A. may be only be invoked when the buyer has paid the full cost of the products supplied, in which case the amount covered by the warranty may never exceed the purchase value of the defective product or the cost of the original part.
- C. INTERNACIONAL HISPACOLD S.A. reserves the right to change product specifications, without notice to the buyer, due to its obligation to adapt products to ensure compliance with safety regulations that are administrative or legal requirements.

8. DELIVERY PERIOD

- A. In accordance with the order specifications, the delivery period for products will commence from the date on which INTERNACIONAL HISPACOLD S.A. acknowledges receipt of the firm order from the buyer and after the buyer has covered the payment initially agreed by both parties.
- B. The dispatch dates of products will be given as a guideline only in anticipation of the possible adjustments necessary to adapt delivery to the production realities of both parties.
- C. However, INTERNACIONAL HISPACOLD S.A. assumes no liability whatsoever for any delays or penalties that may be claimed or may occur as a result of a delay in delivery due to causes not attributable exclusively to INTERNACIONAL HISPACOLD, SA.
- D. 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 on delivery of the units.
- B. The materials or products supplied shall only be owned by the Buyer when they are paid for in full.
- C. INTERNACIONAL HISPACOLD S.A. reserves the right to choose between immediate payment of any outstanding amounts or the cancellation of the order in the following situations:
 - 1) Failure of the buyer to pay an instalment corresponding to part of the full price within agreed due dates.
 - 2) In the event that, between the date of contract and date of delivery, commercial and/or banking reports have been received which reasonably advise, in accordance with commercial or mercantile best practices, that the transaction be made in cash, without the customer being able to demand any compensation for this reason.
- D. INTERNACIONAL HISPACOLD S.A. reserves the right to charge additional, reasonable and customary interest on the debt in the event of late payment of the full price, or of the instalments which the payment is divided into, in line with the Euribor interest rate set every six months by the Spanish authorities.

10. CANCELLATION

- A. INTERNACIONAL HISPACOLD S.A. is not obliged in any circumstances to accept the cancellation of an order by the purchaser, except in the case of a 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 INTERNACIONAL HISPACOLD S.A. and therefore without its prior agreement, the former will be responsible for the costs incurred (100% of the RRP for cancellations up to two weeks before the date of delivery, 75% up to three weeks before and 60% up to four weeks before the scheduled delivery date).

11. JURISDICTION

- A. Any dispute arising between the parties concerning the interpretation, compliance with or breach of this contract shall be governed by the Spanish legislation in force at the present time, with the Courts and Tribunals of the City of Seville having jurisdiction, and the parties expressly waiving their right to any other jurisdiction that they may have recourse to.