



## GENERAL CONDITIONS OF SALE

### IMPREGNACIONES MELAMÍNICAS GALLEGAS, S.A.

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#### 1.- SCOPE OF APPLICATION

1.1.- These General Conditions of Sale (hereinafter referred to as the 'GCS') apply to the sale or supply of Products or the provision of Services by FORESTAL DEL ATLANTICO, S.A. (hereinafter referred to as 'the Company') to a third party, hereinafter referred to as 'the Client'.

1.2.- The delivery of Products or the provision of Services by the Company shall be governed exclusively by these GCS, unless other specific terms and conditions for the transaction have been agreed in a specific Order Form confirmed by the Company or in an agreement concluded between the Parties. In that case, the transaction shall be governed by the provisions of the said Order Form or agreement and, in the absence thereof, by these GCS.

1.3.- By placing an order or contracting a service with the Company, the Client fully and unreservedly accepts these GCS. Any reference by the Client to its general terms and conditions or to any terms and conditions other than these is hereby rejected. Any deviation from these GCS must be expressly authorised in writing by the Company.

1.4.- It is considered that the GCS have been communicated to the Client from the beginning of its commercial relationship with the Company, being available on the website <http://www.imegasa.com/> and being in any case accepted by the Client for all purposes.

#### 2.- DEFINITIONS

**Client:** shall be understood as any natural or legal person, entrepreneur or end consumer, who contracts with the Company.

**Company:** for the purposes of these GCS, references to the Company shall be understood as referring to FORESTAL DEL ATLANTICO, S.A.

**Standard Specifications:** information describing the components and characteristics of a Product in compliance with an applicable standard or code.

**Parties:** jointly the Client and the Company.

**Product:** the goods sold or supplied by the Company.

**Services:** services provided by the Company to satisfy a specific need of the Client.

#### 3.- OFFER AND ACCEPTANCE

3.1.- The Company's offers and quotations are non-binding and without obligation. In particular, offers are not binding with regard to delivery times. They are to be considered as an invitation to the Client to submit a binding order or to reach an agreement between the Parties. In any case, the Company's offers shall be valid for the period indicated in each case or, if none is indicated, for fifteen (15) days from the date they are sent to the Client.



3.2.- Any catalogue, specification, price list or other similar documentation prepared by the Company is presented strictly for information purposes only and shall not be considered as an offer.

3.3.- Once the Client has placed an order, this order is firm on his part and implies full and complete acceptance of these GCS. The order is irrevocable and may not be assigned to third parties, unless otherwise agreed in writing by the Company.

3.4.- The Company reserves the right to accept or reject the order, in whole or in part, by sending a written confirmation to the Client. The agreement is only considered concluded if it is accompanied by written confirmation from the Company. Agreements reached verbally or by telephone are only valid if they are subsequently confirmed in writing.

3.5.- The Client is solely responsible for the accuracy of the order or service ordered, including its configuration, requested specifications or other requirements, its functionality, its compatibility and suitability for a particular use. The Client warrants that the information and/or instructions provided to the Company are complete, accurate and thorough, and acknowledges and accepts that any errors or omissions therein may impair and/or impede the Company's ability to perform its obligations.

3.6.- In the event that the Client intends to modify an order or the scope of a service, the Client must submit a written request. For this modification to take effect, the Company must accept the request in writing. In the exceptional case of acceptance by the Company of a proposed modification, this may entail a modification of the price and will release the Company from the agreed deadlines for its performance.

3.7.- The Client may not propose cancellations or cancellations of orders or Services. If the Client cancels an order or a service once it has been ordered, the Client must pay one hundred percent (100%) of the price, including taxes and the Company reserves the right to also request the payment of any damages caused. The Company shall not be obliged to reimburse any advance payment received.

3.8.- Acceptance of orders or contracts for Services by the Company may be subject to the Client providing sufficient financial security. If the Company reasonably believes that the Client may be in financial difficulty at the date of placing the order, such security may take the form of prior payment in cash for the Product or service ordered or the provision of security in its favour. In addition, the Company may also request the Client to submit accounting documents, in particular its balance sheet, even if they are forecasts, in order to assess its solvency. The Company may refuse orders or contracts for Services if the Client refuses to pay in advance in cash without offering sufficient guarantees, or to provide the required accounting documentation.

#### **4.- DELIVERY OF THE PRODUCT AND TRANSFER OF RISK**

4.1.- The delivery or performance deadlines are given by the Company for information and guidance purposes only and are to be considered as a mere estimate. As these deadlines are not binding on the Company, in the event of delay, the Company shall not be in default



in any way, nor shall this give rise to any penalty, compensation or damages, nor shall it justify the cancellation of the order placed by the Client.

4.2.- Delivery shall always be made EX-works unless the Parties agree in writing to another method of delivery in accordance with the INCOTERMS 2020 of the International Chamber of Commerce, Paris.

4.3.- The Client is obliged to collect or take delivery of the Products on the date agreed by the Parties. If on that date the goods are not collected or taken delivery of, the delivery shall be deemed to have been made. In this case, the Company shall apply market storage costs from the day following the date on which the Client should have collected or received the Products, which shall in no case be less than €3/m3/day (including VAT). Such storage does not constitute a deposit within the meaning of article 339 of the French Commercial Code and therefore does not entail any obligation on the part of the Company. In addition, the Company shall charge the Client the corresponding transport costs. In addition, any costs, damages or losses that the Company may suffer as a result of the failure to collect or receive the Products shall be borne by the Client.

4.4.- The Company may make full or partial deliveries. In the event of partial delivery of an order, the undelivered part shall not justify the delay in payment of the delivered part. The Client may not refuse deliveries on the grounds of quantity variations, unless the quantity differs by more than ten percent (10%) of the quantities ordered.

4.5.- In the event that the Company has reasonable doubts about the solvency of the Client or about the Client's possible payment difficulties after the order has been confirmed, if the Client does not present the same guarantees as at the date of acceptance of the order, or if the Client has incurred a default of payment of any nature, the Company may suspend delivery of the Products and make delivery conditional upon advance payment or the provision by the Client of sufficient guarantees.

4.6.- The Products may not be returned or replaced, except in the case of an obvious defect in accordance with the terms of clause 9.

## **5.- PRODUCT QUALITY**

5.1.- The specifications of the Products shall be those communicated in writing between the Parties, approved and authorized by the Client.

5.2.- The Client is solely responsible for carrying out the quality controls of the Products prior to placing them on the market and/or selling them to third parties.

## **6.- SCOPE OF THE SERVICES**

6.1.- The scope of the Services includes only those expressly accepted by the Company or specified in an agreement entered into between the Parties. Any other service, work or activity not explicitly included but which is necessary, directly or indirectly, for the performance thereof, shall be at the Client's expense and obligation.



6.2.- The deadlines for the provision of the Services shall be those agreed between the parties. The Company shall have the right to change the deadline without this constituting a breach or giving rise to any penalty, compensation or damages, or justifying the cancellation of the Order placed by the Client, when:

- (i) The Client has requested modifications to the requested Services which have been agreed by the Parties.
- (ii) The Client has not carried out the necessary preparatory work or has not complied with the specific legal obligations to commence the provision of Services, in accordance with the following paragraphs.
- (iii) If, for reasons not directly attributable to the Company, circumstances arise that prevent or delay the performance of the scheduled Services.
- (iv) If the Client has failed to comply with its essential obligations, with particular regard to payment.

In the above cases, deferrals in the deadline for the execution of the Services shall not modify the payment schedule. In the event that payments are linked to the fulfilment of milestones, the original schedule of milestones shall be used as a reference for making payments.

6.3.- For the performance of the Services, depending on the duration and complexity of the Services, the Client and the Company must agree on a joint schedule. If, for reasons beyond the Company's control, an incident or situation arises that makes it necessary to suspend the performance of the Services, the Company shall receive from the Client financial compensation for lost hours, staff travel, per diems, immobilisation of equipment and tools, etc., as well as payment for the Services already completed or in an advanced state at the time of suspension, to cover the financial losses that any such unscheduled suspension may cause to the Company. The Company shall also be entitled to an extension of the time limits for performance of the Services equivalent to the duration of the suspension, plus a reasonable period of notice for resumption of the Services.

6.4.- The Client is obliged to provide the Company with all documentation necessary for the correct planning and performance of the Services.

6.5.- If necessary, the Client shall obtain at its own expense and under its own responsibility all permits and authorisations necessary for the Services to be performed by the Company in accordance with applicable law.

6.6.- If necessary, the Client must carry out in an appropriate and timely manner, at its own expense and under its own responsibility, the preparatory work necessary to enable the Company to perform the Services in accordance with the agreed conditions and deadlines.

6.7.- In the event that the Client must provide the Company with auxiliary personnel for certain work related to the performance of the Services, such personnel must be suitably qualified. The Client undertakes to comply with all legal obligations, in particular labour, occupational health and safety and tax obligations, in relation to such personnel. The



Company may at any time request documentation and certificates in this regard. In any event, the Company shall not assume any liability for this work.

6.8.- The Company may subcontract part of the work included in the performance of the Services. However, the Company shall retain full liability for the quality of the performance of the contracted Services.

6.9.- The Client is solely responsible for the adoption of all measures necessary for the protection of health and safety at work, and is therefore responsible for the information on the risks inherent to the work centre in which the contracted work will be carried out, the measures to be applied when an emergency situation arises, the coordination between the various contracts and contractors who, where appropriate, participate in a given project and, in general, any other obligations in the field of health and safety at work that may arise from the regulations on health and safety at work, coordination between the different contracts and contractors that, where appropriate, participate in a specific project and, in general, any other obligations in matters of health and safety at work arising from the regulations on the Prevention of Risks at Work, both with regard to its own workers and those of its contractors. The Company is entitled to suspend performance of the Services if it considers that the safety of its personnel is not guaranteed, to be granted a reasonable extension of time when any delay occurs and to be compensated by the Client for any losses or damage it may suffer.

## **7.- PRICE AND PAYMENT**

7.1.- The prices shall be those set out in the offers, the Company's general tariffs communicated to the Client or official quotations in the markets corresponding to each Product, or those agreed between the Parties. Additional charges, Services or delivery costs and taxes shall be added to these prices. Unless otherwise stated in writing by the Company in accordance with the INCOTERMS 2020 of the International Chamber of Commerce of Paris, prices shall always be EX-works and shall not include transport, customs, import duties or ancillary charges of a similar nature.

7.2.- Irrespective of the place of delivery of the Products or the provision of the Services, payment shall be made at the registered office of the Company in Euros.

7.3.- If the agreement between the Parties has a duration of more than twelve months, the Company may adjust the prices from the first day of the year following the year in which the agreement was concluded to reflect the change in the most recently published official index (RPI) compared to the previous twelve months.

7.4.- In the event of a change in the general tariffs by the Company between the date of the order or contract and the dispatch of the goods, the Company may apply the price in force on the date of dispatch. In the event of a price increase, the Client has the right to terminate the contract by notifying the Company within 14 days of notification of the price increase. In the case of official quotations in the relevant markets for each Product, the price in effect at the time of the transaction shall apply, unless otherwise agreed by the Parties.



7.5.- The Company reserves the right to adjust the prices of Products which have not yet been delivered or Services which have not yet been provided to reflect substantial increases in individualisable costs which have occurred between the date of acceptance of the quotation or contract and the actual delivery of the Products or provision of the Services, subject to prior notification to the Client. The variation shall include any fluctuations in raw materials or other manufacturing or distribution costs, labour costs or foreign currency exchange rates.

7.6.- The means of payment and due date shall be as indicated in the confirmed order form or in the specific agreement reached by the Parties, or as indicated in the invoice issued to the Client. If not indicated, the Company's invoices shall be payable within thirty (30) calendar days from the date of receipt of the Products and the method of payment shall be by bank transfer to the account indicated by the Company.

7.7.- In the case of the provision of continuous Services whose price is established on a unitary basis (per hour, per day, per number of workers...), the total amount will be invoiced either at the end of the provision or at the end of the month; and must be paid, unless the Parties have agreed otherwise, within forty-five calendar days from the date of receipt of the invoice by the Client.

7.8.- The Client may not suspend, delay or offset payment without the prior written consent of the Company. In the event of late payment by the Client, the Client shall automatically pay the Company, without demand and from the due date of payment, default interest on the late payment, which shall be calculated in accordance with the provisions of Article 7 of Law 3/2004 of 29 December 2004, which establishes measures to combat late payment in commercial transactions. The Company reserves the right to suspend any outstanding delivery or the performance of any service relating to that or any other order, even if it has been accepted, without any compensation whatsoever to the Client for any reason.

7.9.- Failure to make a single payment within the agreed terms and conditions will automatically cause the remaining instalments to become due and payable and entitles the Company to immediately reclaim all outstanding amounts.

7.10.- If payment of the amounts due is not made within seventy-two hours of receipt of a formal demand for payment, the Company may cancel the delivery of the goods or the provision of the Services without the need to initiate any legal proceedings to that effect. At the Company's option, such cancellation shall apply not only to the order in question, but to all orders placed by the Client. In this case, the Client is obliged to return to the Company immediately, at its own risk and expense, the Products delivered which have not been paid for in full and which correspond to the cancelled orders. This cancellation on the terms set out above shall operate without prejudice to any other right, in particular that of claiming damages suffered by the Company.

7.11.- The Client who is in default loses the right to any agreed discounts, volume credits or refunds granted.



7.12.- The Company may offset payments received against older debts of the Client, informing the Client of the nature of any set-off. In the event that the Client has incurred costs and interest for the claim of any debt incurred by the Client, the Company may apply the payments received first to the costs, secondly to the interest and finally to the principal debt. The Company may also offset its claims and those of its Group companies, as defined in article 42 of the French Commercial Code. The Client accepts that any payment made to the Company, even if it corresponds to the payment of another order, may be used to offset existing debts.

## **8.- RESERVATION OF TITLE TO PRODUCTS**

8.1.- The Company shall retain ownership of the Products until full payment of their price and all amounts due from the Client resulting from the business relationship between the Client and the Company and its Group companies in accordance with article 42 of the Commercial Code, including claims for expenses and interest.

8.2.- As long as there are any amounts outstanding, the Company may, after sending a formal request, unilaterally carry out or arrange for an inventory of the Products held by the Client, who expressly undertakes to allow free access to its premises for this purpose, as well as to guarantee at all times the possibility of identifying the Products owned by the Company. The Client shall hold any unused Products on deposit free of charge on behalf of the Company and the Company shall be entitled to access the Client's premises to collect any Products to which it is entitled under the provisions of this clause. This clause shall not preclude the passing of risk for the purchase of the Products to the client at the time of delivery in accordance with clause 4.

8.3.- The Client may sell the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber them prior to full payment of all amounts due for any reason whatsoever. Until such time as payment in full of any unpaid amounts is received, the Company may demand cancellation of the sale by sending a simple written notice. In the event that the Client sells the Products, the Company shall acquire the rights to the Client's receivables. In the event of transformation of the Product over which the Company retains ownership under this provision, neither the Client nor any third party shall become the owner of the new Product. The owner of the Product created shall remain the Company. If this transformation is carried out together with material owned by other suppliers, the Company shall acquire co-ownership of the new Product on a pro rata basis. If Products are sold in which Products have been included in which another supplier has a reservation of title, the Company shall acquire such title to the Client's claims on a pro rata basis. The Client shall in any case notify its clients of the existence of the reservation of title and of the transfer of claims for the benefit of the Company.

8.4.- The Client must keep the Products in perfect condition and insure them against the usual risks, in particular those of damage, loss, destruction and theft. The Client is obliged to immediately notify the Company of any loss or claim relating to the Products which remain its property. The Client must make every effort and take all legal action at its own expense to protect the agreed retention of title. In the event of damage, any possible



compensation shall be automatically transferred to the Company. In the event that the insurer does not cover all the damage, the Client shall remain obliged to pay the Company the difference up to the value of the destroyed or damaged goods, taking into consideration the invoiced amount.

8.5.- The Client shall immediately inform the Company in case of receivership, liquidation or other insolvency measure, as well as in case of seizure or other third party action on the Products, indicating to the Company the exact storage locations of the Products.

## **9.- PRODUCT WARRANTY**

### **A. APPARENT DEFECTS**

9.1.- The Client must notify the Company in writing of apparent defects and other obvious defects at the time of receipt, including incorrect deliveries and discrepancies in quantity, no later than 24 hours after receipt of the Products. If the notification period is not respected, the Client forfeits the warranty and any right of claim. In such cases, the Client must note the defects on the delivery note or on the corresponding transport documents, and may take photographs to prove these defects, and subsequently send the Company the said documentation. The signature of the delivery note or delivery document without any note of the apparent defects reaffirms the Client's acceptance of the quality, quantity and condition of the Products.

9.2.- The Client has the burden of proving the existence of the defects or lack of goods and must provide the Company with the necessary assistance to determine the existence of the defects itself or through an authorised third party.

9.3- If the Company or its authorised third party actually establishes the existence of an apparent defect or the lack of one or more items, the Company shall replace the non-conforming Products or supply the missing ones at its own expense, without the Client being entitled to any compensation or the possibility of cancelling the order.

9.4.- If any, the Client accepts the tolerance referred to in the applicable technical regulations referred to in clause 5.

### **B. HIDDEN DEFECTS**

9.5.- The Company warrants the Products delivered against any non-apparent manufacturing defects. The warranty is extended for a period of three (3) weeks in the case of glues and resins from the date of delivery, provided that the storage conditions recommended by the Company in the product's sales specification sheet are complied with. In any case, the Client must notify the Company of the defect immediately, but not later than seven (7) days after the defect is detected.

9.6.- At the Company's discretion, the guarantee may consist of:

- (i) reimbursement of the purchase price paid
- (ii) The correction or repair of the notified hidden defect.
- (iii) The replacement of Products recognised as defective



Any other remedy, compensation or indemnification of any kind and for any reason whatsoever is excluded.

9.7.- The warranty does not include, among others, the labour cost of replacing the defective Product and/or the new or repaired Product, its installation, assembly, disassembly, travel, transport of the defective Product and the repaired or replacement Product, the costs and risks of returning the defective Product, food, accommodation and mileage expenses, if any, nor compensation or indemnity of any nature whatsoever. In any event, these costs shall be the Client's responsibility.

9.8.- The replacement of the defective Product or its repair shall not have the effect of extending the duration of the warranty period.

9.9.- Under no circumstances may the Client return Products without the prior and express written acceptance of the Company, both with respect to the return itself and to its economic and operational terms.

9.10.- The Parties declare and accept that the Company's warranty obligation shall only be enforceable if:

- (i) It is ascertained by the Company or a third party authorised by the Company that the Products delivered do not comply with the specifications referred to in clause 5.
- (ii) The Client has strictly respected the conditions of proper storage, installation, use, operation and maintenance of the Products, in accordance with the technical specifications of the Products and the Company's sales specifications.
- (iii) The Client has not carried out modifications or repairs to the Products without prior written authorisation in accordance with the Company's instructions.
- (iv) The Product has not been used by the Client when it presents defects that would have been detectable by a diligent professional.
- (v) The Client has fulfilled all its obligations, including the agreed payment terms.

9.11.- Claims and requests made by the Client under this provision shall not suspend payment for the Products in question.

9.12.- The warranty is provided in favour of the Client and is non-transferable.

9.13.- This warranty is the only warranty made by the Company. Unless otherwise agreed in writing, the Company makes no other warranties, express or implied, oral or written, with respect to its Products, their application or use, or otherwise, including implied warranties of merchantability or fitness for a particular purpose or non-infringement, which are expressly excluded.

## **10.- LIMITATION OF LIABILITY**

10.1.- The Company's total liability in relation to the supply of Products or the provision of Services shall in no event exceed the price paid by the Client. In the event that the Parties



have agreed that the Products or Services are to be provided in phases or milestones, the liability shall not exceed the price of each phase or milestone.

10.2.- The Company's liability shall be limited to direct damages caused by the Company. In no event shall the Company be liable for indirect, incidental, special, consequential or punitive damages, including without limitation damages for loss of profits or revenue, lost business opportunities or loss of goodwill, even if the Client has been advised of the possibility of such potential damages.

10.3.- Without prejudice to any other exclusions or limitations contained in these GCS, the warranty is excluded and shall not be enforceable in cases where the Product is defective due to:

- (i) Improper storage, installation or handling and/or use, wilful damage, negligence or lack of supervision or maintenance of the Product by the Client. In this respect, the Client acknowledges that the information and documentation provided by the Company regarding the correct storage, conservation and handling of the Products is known and sufficient, and consequently shall be solely responsible, exonerating the Company, as appropriate, for any damages arising from improper use, storage, conservation, development or handling of the Products.
- (ii) Wear and tear due to normal use of the Product, part or component.
- (iii) Unforeseeable or, if foreseeable, unavoidable events, such as acts of God and/or force majeure in accordance with clause 12.
- (iv) Exposure to conditions unsuitable for each Product in relation to its generally known use in the industry.
- (v) If the Product or any part or component of the Product has been repaired, altered, replaced, adapted, sealed, tampered with or modified by the Client or any third party without the prior written consent of the Company.

10.4.- The Company is expressly released from any legal, contractual or extra-contractual liability to third parties that may arise from the handling, processing and installation of the Products carried out by companies other than the Company. The Client acknowledges that it is responsible for the choice of the Product ordered and its intended use. Consequently, the Company shall not be liable for damages of any nature whatsoever arising from improper use of the Product. Before using the Product, the Client must determine whether or not it is suitable for its intended use, assuming all risk and liability that may arise from its use.

10.5.- In the event that the Client resells Products or incorporates Products and/or Services in offers to its own clients, the Client must ensure that all of its clients and/or end users of the Products or Services comply with all relevant obligations of the Client, and that the terms of its agreement with each of its clients or end users are consistent with the agreement between the Parties and with these GCS. In the event of any breach of the above, the Client shall indemnify, defend and hold the Company harmless from and against all



losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with any such breach.

## **11.- INTELLECTUAL AND INDUSTRIAL PROPERTY**

11.1.- The Client undertakes not to carry out any act likely to infringe the Company's intellectual and/or industrial property rights, whether registered or not. Under no circumstances may it be understood in any way that the Company transfers ownership or authorises the Client to use the industrial and intellectual property rights, unless expressly agreed in writing.

11.2.- Under no circumstances shall the Client infringe such intellectual and/or industrial property rights and undertakes to inform the Company immediately in the event that it becomes aware that such rights have been infringed. It is expressly forbidden for the Client to use them for purposes other than strictly for the fulfilment of the business relations between the Parties, in particular their total or partial copying or transfer of use in favour of third parties without the prior written consent of the Company.

## **12.- FORÇE MAJEURE**

12.1.- The Company shall be held harmless from its obligations as long as there is a circumstance of force majeure including, but not limited to: inability to supply raw materials, or reduction in their availability, or to procure means of transport for them (taking into account pro rata other internal and external supply obligations), fire, explosion, natural events, earthquakes, drought, tidal waves and floods, armed conflicts, war and civil unrest (declared or otherwise), invasion, foreign enemy action, mobilisation, requisition or seizure; rebellion, revolution, insurrection or military dictatorship, usurpation of power, civil war, any threat related to radioactivity, toxicity, explosions or any other dangerous threat or event; riot, revolt, strikes, slowdowns, lockouts or disruptions in production of any kind; epidemics, pandemics, health restrictions affecting the normal functioning of the economic activity; gas or electricity cuts; as well as any other event or occurrence, even if not expressly stated in these GCS, which is beyond the Company's control and unpredictable or, if predictable, unavoidable.

12.2.- The Company shall have no obligation to purchase Products or to procure Services from other sources. It may allocate its available stocks of Products or resources for the provision of Services among its Group companies and among its clients at its own discretion.

12.3.- In the event of a cause of force majeure, the Company shall notify the Client as soon as possible, stating the cause and its foreseeable duration. It shall also notify the termination of the cause, specifying the time in which it will comply with the obligations suspended due to the cause.

12.4.- The agreed delivery dates or the agreed deadlines for the provision of Services shall be extended by the period during which there is a situation of force majeure. The Client may not refuse deliveries on account of delays due to circumstances of force majeure. During



this period, the Company reserves the right to make partial deliveries or provide partial Services, and the Client expressly agrees to this.

12.5.- If the situation of force majeure lasts for more than three months from the sending of the communication referred to in this clause, the Company shall be entitled to terminate the confirmed order and terminate the contract without the Client being entitled to any compensation whatsoever.

### **13.- TERMINATION AND EARLY TERMINATION**

13.1.- The Company shall be entitled at any time to terminate the relationship by giving prior notice within a reasonable period of time. Termination in such circumstances shall in no event entitle the Client to any compensation.

13.2.- Without prejudice to any other rights it may have, the Company may suspend or stop any delivery of Products or provision of Services and/or terminate the relationship between the parties and declare all amounts outstanding by the Client to be due and payable upon written notice in the following cases:

- (i) Failure by the Client to comply with any of the provisions of the Company's confirmed orders or its obligations under the contracts or agreements entered into between the Parties, including failure to pay an amount due on the due dates and in the prescribed manner.
- (ii) When, in the reasoned opinion of the Company, there is a change in the financial and/or credit situation of the Client that could affect compliance with its obligations.
- (iii) In the event of the commencement of any insolvency, bankruptcy, receivership, liquidation or dissolution proceedings by or against the Client, whether or not such proceedings are brought or initiated by the Client, voluntarily or involuntarily.
- (iv) When there are changes in the ownership of or control over the Client.
- (v) In the event of force majeure as described in clause 12.
- (vi) If the Client commits serious and repeated breaches of the terms and conditions, in accordance with clause 15.

13.3.- In cases (i) and (ii) of the previous section, the Company may exercise its right of termination when a period of fourteen (14) days has elapsed since the Client was notified and provided that the Client remains in default or has not provided the Company with a bank guarantee or any other guarantee of a similar nature that the Company considers sufficient.

13.4.- In the event of termination for reasons attributable to the Client or force majeure in accordance with the provisions of clause 12, the Company shall be entitled to collect the corresponding amount for Products or Services already delivered or performed in accordance with the previously established prices, even if this termination means that such Products or Services are not completed. The Company shall also be entitled to receive compensation for any damages it suffers as a result of the Client's breach of the contract.



13.5.- The Client shall indemnify, defend and hold the Company harmless from and against all loss (including loss of profit or revenue), liabilities, costs and expenses (including legal expenses) arising out of or in connection with:

- (i) Any of the events listed in subparagraph(ii) of this clause.
- (ii) Claims by third parties for loss, damage, injury or death caused or alleged to be caused by the negligent use, application or installation of Products or the Services performed by the Company, or caused by the modification of the Product or the integration of the Product into other Products not authorised by the Company, by the Client or its contractors or the clients to whom it sold the Product.
- (iii) The transfer, or the commitment to transfer, by the Client of the legal title to the Products when they are not yet its property and have had to be returned to the Company.

#### **14.- ASSIGNMENT**

14.1.- The Client may not assign, encumber, transfer or otherwise dispose of the rights and obligations arising from the contractual relationship between the Parties without the prior written consent of the Company. The Company reserves the right to delegate, assign, transfer, sell, novate or subcontract, in whole or in part, any obligations and rights arising from the contractual relationship between the Parties without the prior written consent of the Client. In such cases, the Client agrees to cooperate with the Company, including, but not limited to, the submission of relevant information, the execution of documents and the making of payments to accounts or third parties, as notified by the Company.

#### **15.- REGULATORY COMPLIANCE**

15.1.- The parties undertake to comply strictly with the legislation in force, with local, national and international regulations applicable to their business activity and with industry standards; including, but not limited to, import and export regulations, environment, waste treatment and handling of hazardous and toxic materials, health and safety standards, labour law, market and competition regulation, intellectual property, privacy, data protection, data protection and data privacy, accounting and tax regulations and anti-corruption and anti-bribery legislation.

15.2.- The Client acknowledges that it is aware of the Company's Code of Ethics, which is available on the Company's website. The Client undertakes to comply with its contents, ensuring that its employees, affiliates, contractors, subcontractors and third parties under its responsibility respect the provisions of the Code of Ethics, refraining from any act that constitutes a breach of the Code. Any communication relating to the Code of Ethics, including the alleged breach of any of its principles, should be reported through the channel specifically provided for this purpose (<https://canaletico.es/es/forestaldelatlantico> ).

15.3.- Without prejudice to the liability that either party may have for non-compliance with applicable legislation, including the corresponding compensation for damages, if either party becomes aware that the other party has committed serious and repeated breaches



either of the legal provisions or, on the part of the Client, of the Company's Code of Ethics, the other party may suspend or terminate the commercial relations.

## **16.- CONFIDENTIALITY**

16.1.- The Parties recognise the confidential nature of the agreements reached and undertake not to divulge or communicate them to third parties outside their business organisation, and to guarantee the confidentiality and secrecy of their dependent or independent collaborators; and consequently shall stipulate, to this end, all the agreements it deems necessary with any other collaborators who may have access to such information.

16.2.- The Client and the Company undertake to address confidentially all documents, data, materials and information provided by either of them to the other, especially technical, commercial and financial information, and not to disclose them to any third party or use them for any purpose other than the performance and development of the business relationship between them, unless the prior written consent of the other party is obtained. This does not preclude the Company from providing the Client's name and basic details of the Products or Services supplied as part of its commercial references.

## **17.- COMMUNICATIONS BETWEEN THE PARTIES.**

17.1.- All communications between the Parties in the course of their business relationship shall, as a general rule, be made in writing through their representatives, with a record of reception of the communication being kept. If authorised by the parties, they may be made directly to the person acting as coordinator.

17.2.- The Parties undertake to notify each other immediately of any change of website or postal address. In the absence of such notification, communication shall be deemed to have been properly made if it is made to the address and in the manner originally agreed.

17.3.- The Parties shall preferably use electronic methods to exchange communications concerning their business relationship, provided that they allow for the tracking of any communication between the Parties.

## **18.- DATA PROTECTION**

18.1.- The Parties undertake to comply with all applicable personal data protection legislation in each case, both with regard to the data of the other party and with regard to data of third parties of which they have acquired in the course of the business relationship.

18.2.- Both parties expressly consent to the inclusion of their personal data on the files of the other party, for the purpose of managing and maintaining the business relationship covered by these GCS. The personal data will be kept for the time necessary for the execution of the commercial relations between the parties and for the period of time necessary to comply with the corresponding legal obligations.

18.3.- In any case, both Parties may exercise their right of access, correction, portability and deletion of their data, as well as their right to limit or oppose the processing of their data at



the following address: [lopd@imegasa.com](mailto:lopd@imegasa.com), and to exercise their right to lodge a complaint with the Spanish supervisory authority ([www.aepd.es](http://www.aepd.es)) if they consider that the processing does not comply with current legislation.

18.4.- Both Parties undertake to maintain in the strictest confidence the personal data of the other Party to which they have had access in accordance with these GCS and to only disclose such data to authorised third parties. In particular, they undertake to refrain from using the personal data obtained from the other party for any purpose other than that provided for in this clause. In the event that this is necessary for the proper delivery of the products or provision of the service, data may be transferred to other companies that are part of the business group of both parties, to the competent authorities and to their suppliers or subcontractors.

## **19.- MISCELLANEOUS**

19.1.- The fact that any part of these GCS has been declared null and void or is invalid or unenforceable shall not invalidate or invalidate any other provision of these GCS, which shall continue to be valid and enforceable.

19.2.- Any modification to the provisions contained in these GCS shall require the prior written consent of the Company.

19.3.- The failure of the Company to enforce at any time any of its rights under these GCS shall not constitute a waiver of its right to enforce such rights at a later date. Delay by the Company in enforcing any provision of these GCS shall not constitute a waiver of this provision.

## **20.- APPLICABLE LAW AND VENUE**

20.1.- These GCS shall be governed by and construed in accordance with Spanish law. The application of the UN Convention on Contracts for the International Sale of Goods and other relevant UN and international law is excluded.

20.2.- Any dispute or conflict that may arise between the Client and the Company, including the interpretation and execution of accepted Orders, contracts or any agreement reached between the Parties, shall be submitted to the courts and tribunals of A Coruña (Spain). In any event, the Company shall have the option, at its discretion, to sue the Client before the court or tribunal having jurisdiction over the Client's principal place of business or over the place where the Product was supplied or the Service was rendered.

20.3.- The Client shall be responsible for all the costs of judicial and extrajudicial actions taken by the Company to collect the debts incurred by the Client. The Client shall also be liable for all expenses incurred by the Company as a result of the Client's default (including, but not limited to, the costs of formal notice or demand, legal costs and the fees of lawyers, solicitors and other professionals related to the defaults of the Client).

## **21.- ENTRY INTO EFFECT**



21.1.- This version of the GCS is effective as of the 1st of October 2024 and applies to all business relationships of the Company as of that date.

21.2.- The current version of the GCS is available on the website at:  
<http://www.imegasa.com/>