

## **GENERAL SALES TERMS OF BRAUSA**

### **1. General Regulations**

The General Sales Terms stipulated herein will be applied to all the commercial sales transactions carried out by BRAU, S.A.

### **2. Orders**

The Orders will be binding by both parties at the moment when BRAU, S.A. confirms its agreement, considering at that moment the contract of sale to be formalised. Any later modification of the order by the Customer to this agreement will require acceptance in writing by BRAU, S.A., and in that case, the corresponding modification in the price and estimated delivery date.

For each order, the Customer will indicate, clearly itemised:

The reference number, quantity and technical specifications of the ordered product.

The exact delivery address, the contact person and telephone number.

Except for express agreement between both parties, the delivery of our products is subject to the technical delivery conditions in accordance with Regulation EN 10162 for cold-rolled steel sections with the exception of the tolerance in the dimensions between the radius and the edge of the section.

### **3. Force Majeure**

Neither party will be responsible for any loss, damage, wear or delay in the delivery of the Product which were caused by fortuitous fires, floods, natural disasters, strikes, wars, general military

mobilization, riots, restrictions in energy supply, vehicle breakdowns, defects or delay in delivery occurring due to suppliers or subcontractors, or other eventualities or circumstances beyond foreseeable control, and which, during the validity of the delivery the obligations undertaken herein will be impossible to fulfil.

#### **4. Delivery**

##### Delivery FCA Brausa

BRAU, S.A. will deliver the merchandise following FCA Brausa terms, in accordance with the definition decided by the International Chamber of Commerce in its 2020 version (INCOTERM) and any later adaptation thereof, under which it will consider the delivery of the merchandise to the Customer to be made. Consequently, BRAU, S.A.'s obligation to deliver the merchandise will be considered carried out when the merchandise is loaded into the vehicle provided by the Customer. From that moment, the Customer will assume all the risks of such an operation, the total indemnity of which being for BRAU, S.A.

##### Delivery At Place (DAP)

BRAU, S.A. will deliver the merchandise following DAP (Delivered At Place) terms, in accordance with the definition decided by the International Chamber of Commerce in its 2020 version (INCOTERM) and any later adaptation thereof, under which it will consider the delivery of the merchandise to the Customer to be made.

Regarding this subject, BRAU, S.A. will be responsible for the expenses and the risks of transporting the merchandise to the place designated by the Customer in the Order, but not unloading it.

Unloading of the merchandise will be at the expense of the Customer, who will assume all the risks of such an operation, the total indemnity of which being for BRAU, S.A.

Without affecting what was stated previously, BRAU, S.A. will not load any merchandise into a vehicle which does not fulfil the general traffic rules and more specifically those referring to road goods vehicles.

## 5. Acceptance of merchandise and reclamations

The Customer will check and undertake the recognition of the merchandise, both as far as quantity and quality is concerned, on delivery. Once checked and recognition has been undertaken, the Customer must make any complaint of non-conformity with the goods within a maximum of 4 days of delivery. Once this period has elapsed, the goods will be regarded as accepted by the Customer, thus relinquishing his chance to make any reclamation.

On delivery, the Customer will sign the corresponding delivery note in duplicate, one of which should be returned straightaway to BRAU, S.A. or to the haulage contractor. Furthermore, the Customer will have a period of 30 days as from when the delivery note is signed, to report any hidden faults or defects in the Product, after which however the Customer will lose any lawsuit or right to reclaim for this reason against BRAU, S.A.

Within the period of 30 days given to report any hidden faults and defects, if there were any disagreement between BRAU, S.A. and the Customer, the General Board of Experts and Industrial Technical Engineers in Lleida would designate a loss adjuster, who would issue a report on the cause of such hidden fault or defect.

Concerning any reclamation with regard to the use, sale or distribution of the sold or delivered merchandise, both alone or alongside other products, or any other complaint with regard to delivery or supply, the rights of the Customer and the responsibility of BRAU, S.A. will be limited to an exchange of the merchandise or a refund of the sale price, depending on which option BRAU, S.A. opts for. The Customer will never have the right to return the accepted merchandise, when the period of returning the merchandise has expired. Solutions taken unilaterally will not be accepted, they must be previously agreed between the Customer and Brausa.

The responsibility of BRAU, S.A. will never exceed the value of the merchandise affected at the moment of the sale.

Only reclamations made by e-mail or registered fax will be accepted, within a maximum period of 30 days from the delivery of the material.

## 6. White mould

White stain or White Mould from storage is a white or grey powdery deposit that can develop on galvanised parts. It can be found on stacked products where moisture or exposure to rain is trapped between the profiles and proper airflow to the zinc surfaces is restricted.

The attack on the galvanised coating as a result of the formation of this zinc hydroxide is usually limited relative to the zinc coating. However, it only takes a few micrometres of metallic zinc coating to result in the appearance of bulky stains that can be visually unsightly.

The formation of these stains does not make any changes to the protection and durability of the profiles.

As the corrosion protection remains unchanged, this is not a reason for rejection according to UNE EN ISO 1461-2010 "Hot-dip galvanised coatings on iron and steel parts. Specifications and test methods".

If the Customer/Client were to store the merchandise outside or transport the goods unprotected, BRAU, S.A. would not allow any reclamation to do with the appearance of rust or white mould on the product in order to get compensation. BRAU S.A. always stores all its products indoors.

## 7. Corrosion

Corrosion may be considered as the consequence of the physico-chemical interaction between a metal and its environment, causing changes in the material's properties and leading to its degradation.

Corrosion depends on several uncontrollable factors such as climate, corrosive agents, its surrounding atmosphere, conditions of use, and consequently its behaviour cannot be predicted.

Brausa is not liable for corrosion or oxidation damage arising from use, transport or storage. Claims will only be admitted for consideration upon receipt of the material.

Further information: ISO 8044:2020 - Corrosion of metal and alloys.

## 8. Recommendations

- Protect the profiles against humidity during storage and transport.
- Avoid strong climatic changes and sudden changes in temperature.
- Remove water accumulations as quickly as possible.
- Store the profiles indoors.
- Allow air to circulate between the profiles.
- If possible, position the profile bundle at a certain angle.

## 9. Billing

Every shipping of merchandise has its corresponding invoice, which includes the order number, the amount of units sent, the price per unit, the total amount, and the date of payment.

If the invoice has not been delivered when 30 days since the delivery date have passed for a reason to do with the Customer, BRAU, S.A. will go ahead and invoice a bill for the order.

If there is a delay in any of the invoices sent to the Customer, BRAU, S.A. can suspend any obligation to do with the hereby purchase until the payment has been received, the notification of which should be sent in writing to the Customer.

If, a month after the aforementioned notification, the Customer/Client has not paid what is owed, BRAU, S.A. can demand the settlement of the aforementioned purchase on its own account, notifying the Customer in writing of its wish hereof.

In this case, BRAU, S.A. can claim compensation from the Customer for the losses suffered as a consequence of the settlement, without losing its right to claim any other compensation that may correspond in the case of this client.

## 10. Tools

In the event that to manufacture the profiles subject of the Bid BRAU, S.A. must previously design and

manufacture a complete tool set, and this is at the expense of the client, said tools will be deposited in the facilities of BRAU, S.A. for a maximum period of THREE (3) YEARS without use. During this period, the Client may request the return of the tools, assuming transport costs at its own expense. The Client may not take possession of the tools before it has paid all outstanding invoices to BRAU, S.A.

After the period of THREE (3) YEARS, the tools will be removed by the Client, without prejudice to the right of retention provided for in the previous paragraph. If the Client does not remove the tools after THREE (3) YEARS, BRAU, S.A. may choose to destroy the tools, invoice the storage or return it with collect on delivery.

BRAU, S.A. undertakes not to use the tools to execute orders from third parties without the prior written authorisation of the Client. The Client is fully responsible for the tools of which it is the owner, and it is its obligation to insure them against deterioration and destruction in the premises of BRAU, S.A. The Client undertakes not to make claims against BRAU, S.A. on these grounds.

The intellectual and industrial property of the tools in question will be the sole and exclusive property of BRAU S.A.

## **11. Manufacture of pieces of stainless Steel**

BRAU, S.A. informs hereby that the manufacture of stainless-steel sections is carried out by machines and tools used for transforming steel to carbon, and for that reason there may be a minimum amount of contamination in the cut, due to the awling, laminating or folding of the material. BRAU, S.A. does not guarantee nor accepts any responsibility if, in the process of manufacturing stainless steel sections, the carbon is contaminated with particles of steel carbon in the aforementioned processes.

## **12. Retention of title**

BRAU, S.A. reserves the right to full ownership of the goods sold until the full and effective payment by the Client at the price and in the amounts invoiced. The Client is obliged to inform BRAU, S.A. of any measures taken by third parties affecting the goods as long as they are owned by BRAU, S.A.

The Client shall be responsible for any damage to or loss of the goods in its possession and shall assume all liability for any damage that may be caused by the goods in its possession.

If the Client does not pay for the goods and they cannot be recovered by BRAU, S.A. because they have been transformed, incorporated or transferred to third parties in good faith, BRAU, S.A. will be entitled to the corresponding compensation in accordance with the general regime of reciprocal obligations established in article 1124 of the Civil Code.

### **13. Competent jurisdiction**

The parties mutually agree that any dispute, regardless of its nature, relative to the sale and its fulfilment, enforcement or interpretation, shall be the exclusive purview of the Courts with jurisdiction over the business domicile of the Seller, that is, the city of Lleida.

### **14. Law**

Any interpretation or dispute arising shall be governed by the laws of Spain.