

**GENERAL TERMS AND CONDITIONS OF SALE**  
**ROS ROCA, S.A. single-member company**

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**1. Application of the T&C**

- 1.1 These general terms and conditions of sale (**T&C**) will apply to all sales of units and equipment, as well as associated spare parts and related consumables (the **Products**) produced by *Ros Roca, S.A.U. (Ros Roca)* for any person or company (the **Customer**). Ros Roca will not accept Contracts or Orders (defined below) if the Customer does not accept these T&C, nor, in the event of resale, will it take responsibility for ensuring that the subsequent buyer is also fully informed of the aforementioned T&C and accepts them.
- 1.2 The sale of Products by Ros Roca will be regulated, as the case may be, by the relevant distribution and/or purchase agreement (**Agreement** and **Order**, as appropriate), or, failing that, by the offer and these T&C (in its entirety, the **Agreement**). In the event of any discrepancy between the aforementioned documents, the specific provisions of the applicable Agreement will prevail over the T&C and the Order. In the event of any discrepancy between these T&C and the terms of a specific Order, these T&C will prevail.
- 1.3 The Customer accepts and acknowledges that Ros Roca may at any time modify these T&C. Modifications will only have effect for Products ordered after said modification, except if a modification is necessary due to an essential change in laws or regulations, in which case it will always be applicable.
- 1.4 Acceptance of the Agreement and/or the Order, as the case may be, implies the irrevocable waiver by the Customer to applying its own terms and conditions of sale to the Agreement, and its complete submission to the provisions of the Agreement and/or the Order, as appropriate, and the T&C. The terms and conditions included, supplied or contained in the Customer's documents or its acceptance of the order, its specifications or similar document will not be part of the Agreement.

**2. Nature of the T&C**

Ros Roca and the Customer and their respective employees are independent contractors and will not be considered partners, agents or employees of the other, with their relationship being exclusively commercial.

### **3. Products**

- 3.1 The Products that Ros Roca will sell to the Customer are those specified in the Agreement, in the relevant Order or offer, as the case may be.
- 3.2 All drawings, descriptions, weights, dimensions, energy consumption and illustrations contained in Ros Roca's catalogues, price lists or advertising, whether they are attached to the Agreement or not, are only approximate and are merely intended to give a general idea of the Products, and will not be part of the Agreement.

### **4. Term**

- 4.1 The term of the contractual relationship between the Parties must be specified in the Agreement or in the Order, as the case may be.
- 4.2 The termination of the Agreement due to the mere expiry of the initial period or of any of its extensions will not entitle the Parties to claim any type of compensation from the other Party.

### **5. Orders and delivery**

- 5.1 Orders. Unless otherwise agreed in the Agreement, Product Orders by the Customer will be subject to clause 7.2 set forth below.
- 5.2 Delivery. Unless otherwise agreed in the Agreement, delivery will be made to and carried out at the Ros Roca facilities in Tàrrega, Lleida (Spain) – Factory (Incoterm 2010) – or to another place agreed at any time by the Parties. If the delivery is made elsewhere, this delivery will be at the Customer's expense and risk.
- 5.3 Transfer of risk. Unless otherwise agreed in the Agreement, the Products will be at the Customer's risk from the moment of notification that they are ready for delivery and have been invoiced, or if the delivery note is issued without an invoice and it is signed by the Customer or by an entity or person on their behalf, even if it is a third-party transport company or its own or third-party personnel at its facilities.
- 5.4 Delay in delivery. Any delay in delivery or performance will not give rise to liability of any kind on the part of Ros Roca, regardless of whether a time or date has been provided, unless a specific delivery or performance guarantee has been included and Ros Roca has delivered it in writing in the Agreement, expressly stipulating that Ros Roca guarantees the delivery or performance within a specified period and takes responsibility for this.  
If Ros Roca guarantees the delivery or performance within a specified period, Ros Roca will not take responsibility and there will be no penalty or compensation agreed in the following cases:

- (i) The chassis, parts or components provided by the Customer or by a third party (if applicable) do not meet the following requirements:
  - a. Comply with the description and specifications described in the Order, and;
  - b. Comply with all applicable statutory and regulatory requirements related to manufacturing, labelling, packaging, storage, handling and delivery.
  - c. AEBS disabled if pumps are included in the front power take off or crankshaft and/or components such as front flushers (in the case of irrigation tanks or container washers).
- (ii) Delay in the delivery of the chassis, parts or components to Ros Roca; in no case will days after the reception of the chassis before the agreed date until the agreed date be calculated as a delay.
- (iii) Non-delivery or delayed delivery to Ros Roca of the technical documentation accompanying the chassis.

If the parts, components or the chassis do not comply with the conditions stipulated in this Clause or specified in the Order, the Product delivery date will be extended for at least the equivalent amount of time until the parts, components or chassis correctly meet these conditions, and no set penalty or compensation will be imposed on Ros Roca. If the parts, components or chassis and/or technical documentation are delivered late to Ros Roca, the Product delivery period will be extended for at least the equivalent amount of time as the period of delay in the delivery of the parts, components and chassis, and with an additional minimum of 2 weeks if Ros Roca does not communicate a new delivery period.

Holiday periods, covering the weekend before Christmas until the weekend after Epiphany, and Easter week and the month of August, will be excluded from the calculation of the delivery period.

## **6. Price and payment conditions**

- 6.1 The Customer will pay in Euros to Ros Roca the amount established in the Agreement or in the Order (the **Price**), as the case may be, to which the corresponding VAT amount will be added upon delivery, as indicated in the Agreement or in the Order. The Price includes all items related to the sale and purchase and/or distribution of the Products, as provided for in the Agreement.
- 6.2 The Price is based on the cost of materials, packaging, transportation, shipping, insurance, labour costs, accommodation expenses, import duties and general expenses in effect at the time of signing the Agreement. If the price of any of these items increases after the signing of said documents and prior to the delivery date, the Price will be the one in force on the delivery date. If any extraordinary expenses are incurred as a result of the Customer's instructions or lack of them, Ros Roca will be entitled to recover the amount of those expenses from the Customer.

- 6.3 Unless otherwise agreed, payment of the Products will be required and must be made when Ros Roca notifies that the Products are finished and ready for delivery. Fifteen (15) days after Ros Roca provides that notification, it will be authorised to apply an interest of 0.1% to the Customer for each day of delay in the payment of the Products, as well as a cost of 200 euros/month per unit for parking if the unit remains on Ros Roca's premises.
- 6.4. The Customer accepts and acknowledges that Ros Roca may modify the payment conditions if the Customer's financial situation changes significantly.
- 6.5. If any amount has been delivered on account and the product has not been removed and the order cancelled, Ros Roca will keep the entire amount in lieu of the damage caused, being able to request additional amounts, justified, if it considers that the amounts received are not sufficient.
- 6.6 Ros Roca SA will maintain reservation of ownership of the vehicle until full payment of the amount of the unit by the customer.

## **7. Customer's obligations**

Without prejudice to the obligations established in the Agreement and unless otherwise agreed in it, during the term of the Agreement the Customer undertakes to:

- (i) Comply at all times with all the authorisations and permissions required and recommended by the competent authorities to acquire the Products mentioned below. If this authorisation or permission has not been obtained on time, has been withdrawn or threatened to be withdrawn; and
- (ii) Obtain and have an adequate and sufficient insurance policy to cover the claims for which it will be responsible under the terms of the Agreement. At Ros Roca's request, the Customer will provide reasonable proof of its insurance policy as soon as possible.
- (iii) Ensure that the Product undergoes the relevant mandatory roadworthiness inspections ("MOT", among others) and perform adequate, periodic and diligent maintenance to keep the Product in suitable condition for its operation.
- (iv) Deliver the chassis with the AEBS disabled if pumps are included in the front power take off or crankshaft and/or components such as front flushers (in the case of irrigation tanks or container washers).
- (v) Deliver the chassis with enough fuel, even if it is with natural gas, for the equivalent of 5 hours of work.

## **8. Termination**

Without prejudice to the provisions of the Agreement, and unless the Parties agree otherwise in the Agreement, Ros Roca will terminate the T&C in the following cases:

- (i) At any time, by mutual agreement of the Parties;
- (ii) If the Customer fails to comply with any of its obligations under the T&C and the provisions established by Spanish legislation, specifically any of the labour, tax and/or social security coverage obligations (including the obligations to prevent occupational risks);
- (iii) If the Customer violates any current regulatory provision in Spain;
- (iv) If the Customer ceases or threatens to stop performing its activity; and
- (v) If there is a change of control in the Customer due to a merger, sale or acquisition of effective ownership of more than fifty percent (50%) of the shares with voting rights of the Customer and/or its subsidiaries.

## **9. Liability**

9.1 The Customer undertakes to fulfil its obligations under the Agreement as a diligent professional, in accordance with the most demanding standards in the sector. The Customer is liable for direct or indirect damages resulting from its wilful misconduct or gross negligence. In any case, the Customer is liable, as if it were its own act or omission, for the acts and omissions of its employees and of any other person under its service in the performance of the Agreement.

9.2 Liability for Product defects. Subject to fair and correct use by qualified operators, as well as the Customer's compliance with the Product user and maintenance manual and the replacement of components and parts with originals and the non-alteration of circuits, design and functionalities, Ros Roca undertakes to correct, either by repair or replacement, as it decides, any failure or defect that arises in the Products during the twelve (12) months after the delivery date, and having arisen solely from the defective materials, design or workmanship of Ros Roca. Ros Roca's liability is dependent on:

- (i) strict compliance by the Customer with the payment terms established in this Agreement,
- (ii) immediate communication of the defect to Ros Roca
- (iii) immediate return of the defective parts to Ros Roca at the Customer's expense, together with a statement of the Customer's claim without these Products having been misused or tampered with and without any repair attempt having been made.

(iv) exclusive use of the spares provided by Ros Roca.

The repaired parts or spares will be sent to the Customer at its expense and risk. Twelve (12) months after the date of delivery of the Products, all liability for the Products of the Group will cease, and from that moment on, no liability will be accepted for any defect, whether latent or patent. If the products have not been manufactured by Ros Roca, the Customer is only entitled to the benefit of any guarantee granted to Ros Roca in this regard.

- 9.3 Liability in case of termination of the Agreement. Ros Roca will have no liability to the Customer or to any third party for damages, losses, indemnities, compensations, costs or expenses of any kind for lost profits or sales prospects, investments made or costs incurred in connection with the establishment, development or maintenance of the Customer's activity, markets or customers, or other claims, damages, fees or similar payments resulting from the expiry or termination of the Agreement.
- 9.4 Liability to deliver the unit with the removable elements of the chassis described in the receipt slip of the chassis delivered by the customer and signed by Ros Roca goods acceptance personnel.

## **10. Force majeure**

- 10.1 Neither Ros Roca nor the Customer will be liable to the other for any breach of the Agreement if this breach is due to causes beyond the control of the debtor Party and may be classified as force majeure, provided that the Party seeking to invoke this provision notifies the other in writing of all the details of the cause of force majeure that has put beyond its control the obligations stipulated in the Agreement, and provided that the notification is made before the cause of this force majeure has ceased.
- 10.2 If the cause of force majeure on which Ros Roca or the Customer relies for the purposes of clause 12.1 continues for more than three (3) months, the other Party will be authorised to terminate the Agreement with one (1) month's notice.

## **11. Confidentiality and employees**

- 11.1 The Customer will keep secret and confidential all technical information, formulas and specifications of Ros Roca, and other information of a confidential nature in relation to the activity, affairs and business of Ros Roca provided to it by Ros Roca.
- 11.2 The Customer undertakes that this secret and confidential information will be used by it only for the performance of its rights, duties and obligations under the Agreement, and that without the written consent of Ros Roca it will not disclose this information to anyone other than its employees, provided they need to know

this information in the ordinary course of their duties to enable compliance by the customer with its obligations under the Agreement.

- 11.3 The Customer will notify all persons in writing, including its employees, to whom it provides this secret and confidential information, that it is secret and confidential information of Ros Roca, and undertakes to obtain the written commitment from those persons in a manner verifiable by Ros Roca to preserve the secrecy and confidentiality of the information that has been provided to them, in the same way that is required of the Customer.

The secrecy and confidentiality obligations contained in this Agreement will cease to apply to any part of the information that is or becomes publicly known, unless its public knowledge is due to a breach by the Customer of its obligations under the Agreement.

## **12. Intellectual property**

- 12.1 The Customer (i) will not make any alteration or addition to the design, construction, or specification of the products without the consent of Ros Roca; and (ii) will notify Ros Roca of any improvement or invention developed or discovered by it in relation to the Products or the manufacturing methods of the Products, and after this notification it will allow, at all times, Ros Roca and its licensees to make full and free use of this improvement or invention, without being subject to copyright, provided that its use is related to the manufacture and sale of the Products, including the right to manufacture and sell Products anywhere in the world, wherever these improvements or inventions are incorporated, whether they are patented or not, and even if the subject of the design rights or copyright is the intellectual property of the Customer.
- 12.2 The Customer will indemnify Ros Roca for all legal actions and claims filed against it and bear the cost thereof for damages caused to Ros Roca in relation to the infringement of patents, trademarks, registered designs or similar rights derived from the manufacturing or distribution of any goods, or from the manufacture or use of any product or material made by Ros Roca to the design or specifications or the orders of the customer.
- 12.3. The Customer accepts and declares that Ros Roca is the sole owner of the intellectual property rights associated with the Product, and consequently will refrain from assigning, copying, modifying or reproducing them.

## **13. Data Protection**

- 13.1 The Parties undertake to comply with the provisions of Organic Law 15/1999 of 13 December on the Protection of Personal Data (**LOPD**), as well as Royal Decree 1720/2007, of 21 December 2007, which implements the LOPD, and any other regulation in force at all times with respect to this matter.

13.2 Specifically, if Ros Roca provides personal data processing services pursuant to the Agreement, this processing will be carried out in accordance with the instructions given by Ros Roca in relation to the purpose, content and use of the processing.

#### **14. Miscellaneous**

14.1 Assignment and subcontracting. The Customer will not be authorised to assign or subcontract or delegate the Agreement or any of its rights or obligations in force thereof, without the prior written consent of Ros Roca, and with the express condition that the Customer is solely and fully responsible for the actions of any consented to subcontractor.

14.2 Severability. If any provision of the Agreement is deemed void in whole or in part, the rest of the provisions of the Agreement will continue to be fully valid and applicable when legally permitted, and the void provisions will be substituted as necessary in accordance with the meaning and purpose of the Agreement.

14.3 Advertising. The Customer will not use or authorise others to use the name, symbols or trademarks of Ros Roca on any advertising material without the prior written consent of Ros Roca.

14.4 Notices. Any notice that must be given under the T&C, unless the Parties agree otherwise in the Agreement, will be hand-delivered or sent in an envelope by prepaid registered post to the Party to whom it is being communicated at its registered office at that time or at another address that the Party has communicated to the Party providing the notice.

#### **15. Governing law and jurisdiction**

15.1 These T&C will be governed by Spanish law.

15.2 The Parties agree that any trial, litigation, problem or claim that arises from the application or interpretation of these T&C, or in direct or indirect relationship with these T&C will be definitively resolved in the Courts of the city of Lleida (Spain).

#### **16. Final provisions**

16.1 The Parties state that the T&C, the Agreement and/or the Order constitute a complete agreement and contract between the Parties, and supersede all previous discussions, agreements and contracts between the Parties and their agents.

16.2 Nothing in the Agreement is intended to exclude liability for any fraudulent statement or act.