

GENERAL TERMS AND CONDITIONS OF SALE
ROS ROCA, S.A. sole shareholder company

1. Application of the T&C

- 1.1 The present general terms and conditions of sale (**T&C**) shall apply to all sales of refuse bodies and municipal equipment and associated spare parts and related consumables (the **Products**) carried out by [*Ros Roca, S.A.U.*] (**Ros Roca**) in favor of any person or company (the **Customer**). No Agreements and/or Orders (as defined below) shall be accepted if the present T&C are not accepted by the Customer, and if the Customer does not undertake, in the event of resale, the responsibility of ensuring that the subsequent purchaser is also fully acquainted with and accepts the said T&C.
- 1.2 The sale of the Products by Ros Roca will be regulated, as the case may be, by the pertinent distribution and/or sale and purchase agreement, or by the pertinent purchase order (**Agreement** and **Order**, as the case may be) and by the present T&C (all together, the **Contract**). In case of conflict between said documents, the specific provisions of the relevant Agreement shall prevail over the T&C and the Order. In case of any conflict between these T&C and the terms of a specific Order, these T&C shall govern.
- 1.3 The Customer accepts and recognizes that Ros Roca, at any moment, may amend the present T&C. Notwithstanding the above, it is expressly stated that such amendments will only have effect if the Customer has accepted them, except if the amendment results from an new imperative law or regulation.
- 1.4 The acceptance of the Agreement and/or of the Order, as the case may be, implies the irrevocable waiver, by the Customer, to apply its own terms and conditions of sale to the Contract, and its complete submission to the provisions of the Agreement and/or the Order, as the case may be, and of the T&C. No terms or conditions endorsed upon, delivered with or contained in the Customer's documents, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract.

2. Nature of the T&C

The Parties and their respective employees are independent contractors and shall not be construed as partner, agent or employee of the other, being their relationship exclusively commercial.

3. Products

- 3.1 The Products to be sold by Ros Roca to the Customer will be those specified in the Agreement or in the pertinent Order, as the case may be.
- 3.2 All drawings, descriptive matter, weights, dimensions, power consumptions, the descriptions and illustrations contained in Ros Roca's catalogues, price lists or advertisements, whether or not supplied with the Contract, are approximate only and intended merely to give a general idea of the Products and shall not form part of the Contract.

4. Term

- 4.1 The term of the contractual relationship between the Parties shall be specified in the Agreement or in the Order, as the case may be.
- 4.2 The termination of the Contract by the mere expiration of the initial term or of any of its prorogations shall not give any right to the Parties to claim for any indemnity of any kind to the other Party.

5. Orders and delivery

- 5.1 Orders. Unless otherwise agreed in the Contract, Orders by the Customer for the Products shall be placed according to clause 7.2 below.
- 5.2 Delivery. Unless otherwise agreed in the Contract, delivery shall be given and taken at Ros Roca's works in Tàrrega, Lleida (Spain) – Exworks (Incoterm 2010) – or at such other place as may be agreed between the Parties from time to time. Where delivery is to be at some other place, such delivery shall be at the risk and expense of the Customer.
- 5.3 Passing of risk. Unless otherwise agreed in the Contract, the Products shall be at the Customer's risk on notification that they are ready for delivery.

5.4 Delay in delivery. Delay in delivery or completion shall not give rise to any liability upon Ros Roca, whether or not any time or date is given, unless a guarantee of delivery or completion has been given in writing by Ros Roca in the Contract, expressly stating that Ros Roca guarantees delivery or completion within a specific time.

In case Ros Roca guarantees delivery or completion within a specific time, Ros Roca will not be deemed liable and no penalty or liquidated damages will arise in the following cases:

- (i) the chassis, parts or components to be provided by the Customer or a third party (when applicable) do not fulfill the following conditions:
 - a. comply with the description and specification set out in the Order and;
 - b. comply with all applicable statutory and regulatory requirements relating to manufacture, labeling, packaging, storage, handling and delivery.
- (ii) The delivery of the chassis, parts or components to Ros Roca is delayed;
- (iii) The technical documentation which shall be delivered with the chassis is not delivered or delivered on delay to Ros Roca.

In case the parts, components or the chassis do not fulfill the conditions set out in this Clause or specifically stated in the Order, the deadline to deliver the Product will be extended accordingly until the parts, components or the chassis duly fulfill such conditions and no penalty and/or liquidated damages will be applied upon Ros Roca. In case the parts, components or the chassis and or the technical documentation are delivered in delay to Ros Roca, the deadline to deliver the Product will be extended accordingly for the period during which the parts, components and chassis are delivered on delay.

6. Price and terms of payment

6.1 The Customer will satisfy to Ros Roca, in euros, the amount fixed in the Agreement or in the Order (the **Price**), as the case may be, which shall be accrued with the corresponded V.A.T. at the time of delivery, in the form set forth in the Agreement or in the Order. The Price includes all the concepts related to the sale and purchase and/or the distribution of the Products, as foreseen in the Contract.

6.2 The Price is based on the cost of materials, packing, transport, freight, insurance, labor charges, lodging allowances, import duties and overhead expenses ruling at the date of signature of the Contract. If any increase in the cost of any of these items takes place at any time after the date of signature of said documents and prior to the date of delivery, the Price shall be the price ruling at the date of delivery. If extra expense is incurred as a result of the Customer's instructions or lack of instructions, Ros Roca shall be entitled to recover such extra expenses from the Customer.

- 6.3 Unless otherwise agreed, payment for the Products shall be due and made upon notification by Ros Roca that the Products are completed and ready to be delivered. After the expiry of fifteen (15) days as of the date of execution of said notification by Ros Roca, the latter shall be entitled to charge interest to the Customer at the rate of 2% for every day of delay the in payment of the Products.

7. Obligations of the Customer

Without prejudice of the obligations set forth in the Contract and unless otherwise agreed in it, the Customer undertakes, during the term of the Contract:

- (i) to hold and maintain at all times in good standing all required and advisable authorizations and permits to acquire the Products hereunder, from any relevant authorities. The Customer shall inform Ros Roca promptly in writing in the event that any such authorization or permit is not obtained in a timely manner or is removed or is threatened to be removed; and
- (ii) to have and maintain appropriate and adequate insurance to cover claims for which it shall be liable under the terms of the Contract. Upon request of Ros Roca, the Customer shall provide reasonable evidence of its insurance at the shortest delay.

8. Termination

Without prejudice of the provisions set forth in the Contract and unless otherwise agreed by the Parties in the Agreement, Ros Roca shall terminate the T&C in the following cases:

- (i) at any time, by mutual agreement between the Parties;
- (ii) in case the Customer breaches any of its obligations under the T&C and the provisions set forth in Spanish law, in particular, any of its labor, tax, and/or social security obligations (including labor prevention risk's obligations);
- (iii) in case the Customer breaches any regulatory provision in force in Spain;
- (iv) if the Customer ceases or threatens to cease to carry out its business; and

- (v) if the Customer undergoes a change of control by the merger with, transfer to or acquisition of beneficial ownership of more than fifty percent (50%) of the outstanding voting shares of the Customer and/or any of its affiliates.

9. Liability

- 9.1 The Customer undertakes to fulfill with its obligations under the Contract as a diligent professional, according to the most exigent standards of the sector. The Customer will be responsible for the direct or indirect damages caused by its intent or gross negligence. In any case, the Customer will respond, as if it was its own act and omission, of the acts and omissions of its employees and any other persons under its service in relation to the execution of the Contract.
- 9.2 Liability for defects in the Products. Subject to fair and proper usage by skilled operators, Ros Roca agrees to make good by repair or replacement, at its option, any failure or defect developing in Products of Ros Roca's manufacture within twelve (12) months from the date of delivery, and arising solely from Ros Roca's own faulty materials, design or workmanship. The liability of Ros Roca is conditional upon the Customer adhering strictly to the terms of payment provided for herein and is subject to the defective parts being returned immediately to Ros Roca at the expense of the Customer together with a statement of the Customer's complaint without such Products being misused or tampered with and no repairs having been attempted. The repaired or replacement parts will be sent to the Customer at his risk and expense. At the expiration of twelve (12) months from the date of delivery of the Products all liability on the Products of the Company shall cease and no responsibility is thereafter accepted for any defect whether latent or patent. In the case of Products not of Ros Roca's manufacture, the Customer is entitled only to the benefit of any guarantee or warranty given to Ros Roca in respect thereof.
- 9.3 Liability upon termination of the Contract. Ros Roca shall have no liability to the Customer or to any third party for any damages, losses, indemnity, compensation, costs or expenses of any kind for lost profits or prospective sales, investments made or expenses incurred in connection with the establishment, development or maintenance of the Customer's business, markets or customers, or any other similar claims, damages, fees or payments resulting from the expiration or termination of the Contract.

10. Force majeure

- 10.1 Neither Ros Roca nor the Customer shall be liable to the other for any default under the Contract where the same is due to causes beyond the control of the Party in default provided that the Party seeking to rely on this provision shall give written notice to the other containing full particulars of the act or matter which it claims has put the due performance of its obligations under the

Contract beyond its control provided further that no such notice may be given once such act or matter has ceased to subsist.

- 10.2 If any act or matter relied upon by either Ros Roca or the Customer for the purposes of clause 12.1 shall continue for more than three (3) months the other Party shall be entitled to terminate the Contract by one (1) months' notice in writing.

11. Confidentiality and employees

- 11.1 The Customer shall keep as secret and confidential all technical information, formulae and specifications of Ros Roca and other information of a confidential nature relating to the business, affairs and dealings of Ros Roca imparted to it by Ros Roca.
- 11.2 The Customer undertakes that all such secret and confidential information shall be used by it solely in the performance of its rights, duties and obligations under the Contract and that it will not, without the written consent of Ros Roca, disclose the same to any other person other than to its employees to the extent that they require to know the information in the ordinary course of their employment for the purpose of enabling the customer to fulfill its obligations under the Contract.
- 11.3 The Customer shall notify in writing all persons, including its employees, to whom it imparts such secret and confidential information that it is secret and confidential information of Ros Roca and agrees to procure the written agreement of such persons in a form enforceable by Ros Roca to preserve the secrecy and confidentiality of the information imparted to them to the same extent as is required of the customer.

The obligations of secrecy and confidentiality contained in herein shall cease to apply to any part of the information which is or comes into the public domain otherwise than due to a breach by the Customer of its obligations under the Contract.

12. Intellectual property

- 12.1 The Customer shall (i) not make any alteration or addition to the design, construction or specification of the Products without the consent of Ros Roca; and (ii) notify Ros Roca of any improvements or inventions developed or discovered by it relating to the Products or the methods of manufacture of the Products and permit Ros Roca and its licensees at all times thereafter to make full and free use thereof free of royalty in connection with the manufacture and sale of the Products including the right to manufacture and sell Products in any part of the world which incorporate such improvements or inventions whether or

not the same are patented or the subject of design right or copyright owned by the Customer.

12.2 The Customer shall indemnify Ros Roca against all claims and actions and the costs thereof made or brought against Ros Roca in respect of the infringement of any patent, trademark, registered design or similar rights arising from the manufacture or supply of any goods or the doing of work or the use of any article or material by Ros Roca to the design or specification or upon the instructions or order of the customer.

13. Data protection

13.1 The Parties agree to fulfill with the provisions of the Organic Law 15/1999 of 13 December on the Protection of Personal Data (**LOPD**), as well as of Royal Decree 1720/2007, of December 21, 2007, approving the Regulations implementing the LOPD, and any other regulations in force from time to time regarding this issue.

13.2 In particular, should Ros Roca provide personal data processing services under the Contract, said processing shall 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 shall not be entitled to assign or subcontract or delegate the Contract or any of its rights or obligations under it except with the prior consent in writing of Ros Roca and always provided that the Customer shall remain solely and fully liable for the performance of any approved subcontractors.

14.2 Severance. In the event of any provision of the Contract being or becoming void in whole or in part then the provisions of the Contract shall remain fully valid and enforceable where legally permissible and the void provisions shall be replaced where necessary in accordance with the meaning and purpose of the Contract.

14.3 Publicity. The Customer shall not use, or authorise others to use, the name, symbols, or marks of Ros Roca in any advertising or publicity material without Ros Roca' prior written approval.

14.4 Notices. Any notice to be given under the T&C, unless otherwise agreed by the Parties in the Agreement may be given by hand or by sending it in a pre-paid envelope by recorded delivery post to the Party upon whom it is being served at

its registered office for the time being or to such other address as such Party may have notified to the Party giving the notice.

15. Applicable law and jurisdiction

15.1 These T&A shall be governed by Spanish law.

15.2 The Parties agree that any lawsuits, disputes, issues or claims resulting from the enforcement or interpretation of these T&A or directly or indirectly connected therewith, shall be definitively settled by the Courts of the city of Lleida (Spain).

16. Final provisions

16.1 The Parties acknowledge that the T&C, the Agreement and/or the Order constitute the entire agreement and understanding between the Parties and supersede all prior discussions, understanding and agreements between the Parties and their agents.

16.2 Nothing in the Contract purports to exclude liability for any fraudulent statement or act.