

General Conditions of Sale

1. Scope of application

All deliveries and the services associated with them shall be carried out exclusively on the basis of these General Conditions of Sale. The application of the Purchaser's terms of purchase is expressly excluded. These General Conditions of Sale are likewise valid for all future sales. Changes to these terms of sale shall require the express acceptance in writing of Master Builders Solutions España S.L.U. (hereinafter MBSE).

2. Offer and acceptance

MBSE's quotations are not binding offers, but rather are to be understood as an invitation for the Purchaser to place a binding purchase order. The contract is concluded through the order of the Purchaser and the acceptance of MBSE. Should the acceptance differ from the order, the latter shall be considered as a new non-binding offer for MBSE.

3. Quality of the product, samples and trials, warranties

3.1 Unless agreed otherwise, the quality of the product shall be determined exclusively on the basis of the product specifications in force on the delivery date and provided by MBSE.

Identified uses under the Regulation (CE) n° 1907/2006 relative to European Chemical Substance Regulation (REACH) relevant for the merchandise shall constitute neither an agreement as to the corresponding contractual quality of the merchandise, nor as to the use indicated under this contract.

3.2 The properties of the samples and trials provided are binding only insofar as they have been expressly determined to be natural qualities of the merchandise for MBSE.

3.3 References to quality and shelf-life, and all other information about the merchandise, shall only constitute warranties if they have been agreed upon and designated as such.

4. Advice

Should MBSE offer advice, it will do so based on its best judgment. This advice and information regarding the suitability and application of the products does not relieve the Purchaser from carrying out its own controls and tests as to the suitability of the supplied merchandise for the processes and purposes for which he intends to use them.

5. Prices

5.1. If, between the time the contract is concluded and delivery, MBSE modifies prices or, in general, the terms of payment for the products to be delivered, MBSE shall have the right to apply the prices or terms of payment in force on the day of delivery. In the event of a price increase, the Purchaser is entitled to withdraw from the contract by giving notice to MBSE within 14 days from notification of the price increase.

5.2. In the case of deliveries and services within the EU, prior to the application of VAT, the Purchaser must inform MBSE of his tax identification number, under which he pays taxes on his earnings within the EU.

5.3. In case of a non-electronic export declaration, the Purchaser must provide MBSE with the proof of exportation necessary for taxation purposes, for deliveries and services from Spain to countries outside the EU which have not been carried out or commissioned by MBSE. If this proof is not provided, the Purchaser must additionally pay for the VAT to be levied on performance within Spain on the amount invoiced.

6. Delivery

Delivery shall be carried out subject to the commercial terms stipulated in each contract, for which the version of the INCOTERMS in force at the time the contract is concluded is applicable.

7. Damage during transportation

Notice of claims arising out of damage during transportation must be lodged by Purchaser directly with the carrier, within the time period specifically provided to this end in the transportation contract, and forward a copy of the same to MBSE.

8. Compliance with legal requirements

8.1. Unless specifically agreed otherwise, Purchaser is responsible for compliance with all laws and administrative regulations regarding import, transport, storage and use of the merchandise.

8.2. Purchaser guarantees that throughout the course of its commercial relationship with MBSE (including any use of the contractual products and their packaging), he will abide by any and all applicable legal requirements (including all tax and monetary regulations).

9. Delay in payment

9.1. Failure to pay the purchase price by the due date constitutes a substantial breach of contractual obligations.

9.2. In the event of a default in payment by Purchaser, MBSE shall be entitled to charge interest on arrears, in an amount corresponding to that which is calculated by applying the higher rate out of either the legal interest rate for commercial arrears in force in Spain at the time the payment becomes overdue, or the interest rate applied by the European Central Bank to its most recent main refinancing operation, carried out prior to the first day of the calendar semester in question, plus eight percentage points, unless otherwise agreed in a contract.

10. Rights of the Purchaser in the case of flaws or defects in the product

10.1. MBSE is to be notified immediately of flaws or defects in the merchandise which can be discovered through proper inspection, within the time period stipulated by the applicable law, that is, in the shortest possible time, and ideally within 4 days of receipt. Other defects must be reported to MBSE within four weeks after they are discovered. The claim shall be made in writing, precisely indicating the nature and extent of said flaws or defects.

10.2. Should the merchandise have flaws or defects and the Purchaser notifies MBSE within the time period set forth in article 10.1, the Purchaser shall be entitled to the following legal rights:

- a) MBSE initially has the right to choose whether to remedy the defect or to supply Purchaser with merchandise that is free of flaws or defects
- b) MBSE reserves the right to carry out two attempts according to art. 10.2. a). Should these attempts fail, or cause unreasonable inconvenience to Purchaser, the latter may either terminate the contract, or else demand a reduction in the purchase price.
- c) With regard to compensation for damages, as well as compensation for costs resulting from a flaw or defect, Clause 11 shall apply.

10.3. Purchaser's claims for defects are subject to a limitation period of one year following delivery of the merchandise.

In the cases indicated below, the legal limitation periods apply instead of the one-year limitation period:

- a) Liability for willful misconduct
- b) Fraudulent concealment of a flaw or defect
- c) Claims against MBSE stemming from flaws or defects in the merchandise that when applied to a building in the normal manner, caused it to be defective.
- d) Claims for injury to life, limb or health stemming from the negligent breach of MBSE's obligations, or from the willful or negligent breach of the obligations of MBSE's legal representative or vicarious agent

General Conditions of Sale

- e) Claims resulting from other damages stemming from the grossly negligent breach of MBSE's obligations, or from the willful or grossly negligent breach of the obligations of MBSE's legal representative or vicarious agent
- f) In the event of a Purchaser's recourse claim based on consumer goods purchasing regulations.

11. Liability

11.1. MBSE shall be generally liable for damages in accordance with the provisions of the applicable regulations.

11.2. MBSE shall not be liable to the Purchaser in case of impossibility or delay in performance of its supply obligations, however, if the impossibility or delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemical Substance Regulation (REACH) being triggered by Purchaser.

12. Set off

MBSE's credit may only be set off by the Purchaser against credit that is non-disputed, or has been determined by final judgment and by written agreement with MBSE.

13. Guarantees

In the case of reasonable doubts as to Purchaser's ability to pay, especially if payments are in arrears, MBSE may, without prejudice to its right to lodge additional claims, revoke credit periods, as well as make further deliveries subject to payment in advance, or to Purchaser providing reliable guarantees that are accepted as such by MBSE.

14. Force majeure

Whenever an incident or circumstance beyond MBSE's control (including: natural phenomena, war, labor conflicts, lock-outs, shortage of raw materials and energy, traffic disturbances, breakdown of production machinery, damage due to fire or explosion, pandemic or health crisis, acts of government) reduces the availability of merchandise from the plant from which MBSE receives the merchandise, such that MBSE cannot uphold its contractual obligations (bearing in mind, pro rata, other supply obligations) (i) MBSE will be relieved from his contractual obligations to the extent MBSE is prevented from upholding such contractual obligations, and (ii) will not be obliged to procure merchandise from other sources. The first sentence does also apply to the extent renders the contractual performance commercially impractical for MBSE over a long period or occurs with suppliers of MBSE. Should these circumstances last for more than three months, MBSE is entitled to unilaterally terminate the contract, without Purchaser being entitled to any form of compensation as a result.

15. Place of payment

Regardless of the place of delivery of merchandise or of documentation, the place for fulfilling the payment obligation shall be the registered offices of MBSE.

16. Notices

Notices and all other communication transmitted from one party to the other shall come into effect as soon as they are received by the receiving party. If a time limit has to be observed, the notice must reach the receiving party within such time limit.

17. Competent jurisdiction

Place of jurisdiction is that of MBSE's main offices or – if so chosen by MBSE – the main offices of the Purchaser.

18. Applicable law

The contract is subject to the United Nations Convention on Contracts for the International Sale of Goods, of 11 April 1980 (CISG), independently of whether or not the place of business of Purchaser is located in a CISG state. In addition, Spanish law shall be applicable without recourse to conflict of law rules. The conclusion of this contract is subject exclusively to Spanish law, without recourse to its conflict of law rules, and precluding the CISG.

19. Contract language

If these General Conditions of Sale are made known to Purchaser both in the language in which the contract has been concluded ("Contract Language") as well as in another language, this is merely done for Purchaser's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

Edition: November 2020