

GENERAL TERMS AND CONDITIONS OF SALE



1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

The placement of an order to Justesa Imagen S.A.U., a company legally established in Sales, implies full and unreserved acceptance by the Buyer of these General Terms and Conditions of Sale. If any of the clauses contained in these General Terms and Conditions of Sale are declared invalid, it does not imply the non-validity of the remaining clauses. In case of discrepancy between these General Terms and Conditions of Sale and the particular conditions of a Supply Agreement, the latter shall prevail.

2. ORDERS

2.1. All orders will be considered purchase proposals. Orders will only be considered final when the Seller confirms their acceptance in writing.

2.2. Modifications or cancellations in the order by the Buyer after acceptance will not be taken into account, unless such modification or cancellation is accepted in writing by the Seller. In case of modification of the order by the Buyer, the Seller will not have the obligation to meet the deadlines initially agreed for its execution. In case the Seller does not accept the modification or cancellation of the order, payments made in advance will not be refunded.

3. DELIVERY

3.1. General. Unless otherwise stipulated in the order, the delivery shall be deemed made when the merchandise is made available to the Buyer at the Seller's premises. If the withdrawal of the order is in charge of the Buyer and it does not carry it out on the scheduled date, the Seller may take all necessary measures to store the merchandise or proceed to the delivery of the merchandise, at the Buyer's expense.

3.2. Deadlines. Average delivery time is 90 days, except when the Seller and the Buyer have agreed on a fixed and binding date. Only in this case, and after 5 (five) business days have elapsed from the agreed date for delivery, and after having formally notified the Seller about the breach of the deadline, the Buyer may request the cancellation of the order in under the aforementioned breach. The right of the Buyer to any compensation for damages arising from the breach in question, including loss of earnings, is expressly excluded, unless such breach results from intent or gross fault of the Seller.

4. RISK AND PROPERTY TRANSMISSION - ACCEPTANCE OF DELIVERY

4.1. In case of damage or loss of part or total of the merchandise, the Buyer must notify the carrier of the relevant information within 7 (seven) days, counted from the date of receipt thereof. Complaints for apparent defects shall be notified to the Seller within 15 calendar days after receipt.

4.3. Otherwise, the goods will be considered accepted without reservations by the Buyer.

5. PRICE AND PAYMENT CONDITIONS

5.1. Price. The prices and possible discounts are established in the corresponding order acceptance and subsequent invoice. The prices that appear in the acknowledgments of the orders are subject to revision. Taxes, fees, duties or other amounts payable in accordance with Spanish legislation or the legislation of an importing or transit country are borne by the Buyer.

5.2. Payment methods. Unless otherwise stipulated, invoices will be paid at the time of delivery by bank transfer, without any discount for advance payment. In the event of a discount for prompt payment and only when VAT applies, the amount thereof must be deducted from the base price for VAT purposes, and the amount of VAT borne by the Buyer must be reduced accordingly.

5.3. Delay or default. In case of late payment, the Seller may suspend any order in progress, notwithstanding that it may exercise any other right that legally the Seller is entitled to. Debt collection expenses, in addition to late payment interest at the legal rate in force at any time on the amount due, and a late payment surcharge can be charged. This surcharge for late payment and the amount due for debt collection are payable without requiring or prior notification. The late payment surcharge will be calculated based on the period elapsed since the date on which the invoice payment should have occurred and the effective payment date. In case of non-payment, the Seller may terminate the contract of sale, when at least 48 (forty-eight) hours have elapsed from the date a notification is sent to the Buyer for payment, without prejudice to any other rights that legally assist the Seller. When the delivery must be partially made, the non-payment of a partial delivery grants the Seller the right not to make the following partial deliveries, without any prior notification to the Buyer.

5.4. Requirement of guarantees. The Seller will have the right to demand from the Buyer special guarantees in case of late payment or insolvency risk (for example: advance payments, bank guarantees or others). Should the Buyer not provide the requested guarantees, the Seller may retake possession of the goods according to the terms provided in the following property reservation clause. Orders in progress that have not yet been delivered will be automatically cancelled as a result of the Buyer's breach. In this case, the Buyer must indemnify the Seller for an amount equivalent to the price of the goods that have not yet been delivered.

5.5. The clauses that establish amounts or surcharges for damages and losses that appear in the Buyer's commercial documents, such as invoices issued for late delivery or defects in the quality of the merchandise, will not be opposable to the Seller.

6. PROPERTY RESERVATION

6.1. Reservation of property. The property of the goods delivered will belong to the seller until the date of the complete and total payment of the price and, in case of payment by check or through credit titles, until the charge of the same. During the property reservation period, the risk is transferred to the buyer from the date in which the seller puts the goods available to the buyer in the seller's facilities, so the buyer is obliged to ensure the goods against any risk or damage. Insurance policies in question should mention the property reservation in favor of the seller. Unless otherwise proven, any goods in possession of the Buyer will be considered unpaid.

In case of payment default (total or partial) at the deadline, the Seller may choose to require: (i) the fulfillment by the purchaser of the payment obligation or (ii) the termination of the contract. In both cases, the seller is legitimated, ipso iure and without any additional formality, to demand the return of all goods that have not been completely and fully paid until that moment, including any outstanding payment. In the event that the Seller decides to demand the fulfillment of the payment obligation to the Buyer, the return of the goods at the initiative of the buyer, which runs for its account and risk, will not be, in any way, considered as a termination of the contractual obligations of the buyer.

6.2. The Buyer is not authorized to dispose of, or to resell the delivered merchandise until the sale price has been paid in full. On the other hand, the novation, assignment or any type of transmission of part or of all rights or obligations by the Buyer, according to the terms of these General Terms and Conditions of Sale, without the prior written consent of the Seller is not allowed.

7. RESPONSIBILITY

7.1. The Seller will produce, pack and deliver the merchandise as diligently as possible. However, in the event of a delay in delivery or of defects duly recognized by the Seller and with the exception of the responsibility for bodily damage or due to fraud or gross negligence on the part of the Seller, the total responsibility of the latter is limited to the replacement of Defective products without the right to any compensation for damages. Any claim made by the Buyer does not suspend its obligation to pay the corresponding merchandise. In case of damages caused to the Buyer's assets due to negligence of the Seller's workers, their agents or subcontracted companies when delivering the goods, the maximum amount of compensation must be agreed between the parties for each incident or chain of related incidents.

7.2. The Seller's merchandise complies with all regulatory requirements as per the technical dossier available for Buyers upon request.

8. INDUSTRIAL PROPERTY RIGHTS

8.1. Justesa Imagen S.A.U. is the owner of all patents, brands, designs, models or utility models and other industrial property rights on its products, software, documents and equipment.

8.2. All designs, samples, prototypes or the like that appear in the proposals delivered to clients or are attached thereto, which may not be copied or reproduced, in whole or in part, nor transmitted or put to provision of third parties without the express and written consent of Justesa Imagen S.A. U.

8.3. In the event that the Buyer is sued by a third party for infringement of intellectual property rights, in any way, in relation to any of the merchandise supplied by Justesa Imagen S.A. U., Buyer must immediately notify Justesa Imagen S.A. U. of said circumstance so that Justesa Imagen S.A. U. can exercise its legal rights, abstaining the Buyer from entering into any type of agreement with the claimant without the express and written consent of Justesa Imagen S.A. U.

9. PERSONAL DATA

Grupo Juste Privacy notice:

In compliance with applicable Data Protection regulations Grupo Juste informs that personal data included in this agreement and the personal data of the employees involved on its execution processing of the data is based on the legitimate basis of the execution of an agreement the data subject is part of, so the failure to provide it could lead to the impossibility of developing it. Data will be processed for the purposes set forth in the agreement, to the correctly perform and/or control of compliance. Grupo Juste may share personal data with other companies of the group for administrative and internal contractual purposes, as well as computer, economic, and/or financial management. International transfers are not foreseen, otherwise necessary measures will be adopted in accordance to the Data Protection Regulations. Personal data may be kept by the parties as long as it is necessary to fulfill legal requirements or defending legal claims. Data Subjects may exercise their rights by written communication to Grupo Juste Address in the agreement or by email to privacidad@grupojuste.com. For additional information check our privacy statement at www.grupojuste.com/en/privacy-policy.

10. APPLICABLE LAW AND JURISDICTION

These General Conditions of Sale are governed by Spanish law, excluding the Vienna Convention of 1980 on contracts for the international sale of goods. The Parties agree to submit any dispute arising from this contract to the exclusive jurisdiction of the judicial Courts of Madrid, Spain.