JUSTESA IMAGEN, S.A.U.   A80045271

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GENERAL TERMS OF PURCHASE

1. DEFINITIONS

1.1. In these General Terms and Conditions of Purchase, the following definitions shall apply:

(a) "Purchaser" means the company JUSTESA IMAGEN S.A.U., register office in Avenida de San Pablo Nº27, 28823, Coslada (Madrid), Spain; tax reference CIF Nº A80045271.

(b) "General Terms of Purchase" means these general conditions of purchase that will apply to all future transaction between the Purchaser and the Seller, unless otherwise agreed in the Purchase Order or by contract.

(c) "Goods" means any good or services that are subject of a Purchase Order.

(d) "Purchase Order" means the Purchaser's proposal regarding the purchase or supply of Goods, in accordance with the General Terms of Purchase.

(e) "Parties" means the Purchaser and the Seller, together.

(f) "Seller" means any person who directly or indirectly sells or provides goods or services of any kind to the Purchaser in performance of Purchase Orders that the Purchaser has issued.

2. PURCHASE ORDER

2.1. Except as may be agreed otherwise, a Purchase Order shall be considered final and binding upon the receipt by the Purchaser of the confirmation of that Purchase Order from the Seller, in writing, within then (10) business days of the Purchase Order's date. In the event that no such confirmation reaches the Purchaser within that period, the Purchaser shall be entitled to revoke the order without any cost with informal notice to the Seller.

2.2. Purchaser shall not accept Seller's conditions but when the same are proposed before confirmation of the order and it is so declared in writing.

3. PRICE, BILLING AND PAYMENT

3.1. The price applicable to a Purchase Order shall only be that specified in the Purchase Order. Expect as may be agreed otherwise, the price shall be deemed agreed as a fixed amount and not subject to any review or increase not even in the event of increases to the price of materials or costs of production, for any reason, including force majeure, or to adjustments based upon changes in exchange rates. Unless the Purchase Order specified otherwise, the price shall be inclusive of the cost of packaging, freight, dispatch and more generally any additional cost connected with the performance of the Purchase Order.

3.2. Except as may be agreed otherwise, the invoices shall contain a number, or reference, relating them to the relevant Purchase Order, the Purchaser's product code if indicated in the Purchase Order, the quantity and the description of the Goods, the delivery terms, the date and reference of the delivery note, and the price per piece. The Purchaser reserves the right to request cancellation of invoices not complying with the above conditions by notifying the Seller.

3.3. Payment shall be made by the Purchaser in accordance with the terms indicated in the Purchase Order.

4. PACKAGING AND DELIVERY. CONSIGNMENTS OF HAZARDOUS GOODS.

4.1. Unless the Purchaser requests special packaging under the Purchase Order, the Seller shall provide the Goods with appropriate packaging, in light of the nature of the Goods and taking all such measures as are necessary to protect them against the weather, corrosion, loading accidents, freight and storage conditions, vibration, shock, and so forth. The Goods must be packaged, wrapped, marked, and otherwise prepared for delivery in a manner consistent with the best commercial practice and appropriate to ensure their arrival, undamaged and with their quality unaffected, at destination.

4.2. Without prejudice to the right of the Purchaser to accept the Goods, the Seller shall have sole liability for any damage to the Goods, due to packaging, numbering, or labelling being defective, incorrect, or inappropriate.

4.3. The Seller shall send to the Purchaser the Goods with the transport documents required by any applicable laws and regulations.

4.4. The Goods shall be delivered at the warehouses indicated by the Purchaser and may be accepted by the Purchaser only if duly accompanied by the freight documentation.

4.5. Where the Goods are hazardous, the Seller shall comply with such current regulations on packaging, labelling and safety documentation as apply, and shall ensure that delivery, whether made directly or indirectly, is in accordance with the highest international standards, and in any event, complying with any applicable laws and regulations; the carriers and transportation used shall be suitable for the freight of such Goods.

5. TIMING OF DELIVERIES AND DELAYS.

5.1. The timing and delivery dates specified in the Purchase Order shall constitute an essential term for the benefit of the Purchaser.

5.2. In the event of deliveries delayed thirty (30) days from the agreed delivery date in the Purchase Order, Purchaser shall be entitled to not accepting the goods without any cost.

5.3. In the event of deliveries made in advance, the Seller shall not be entitled to any further compensation or benefit of any kind, except as the Purchase Order may specify. The Purchaser shall be entitled to return or deposit such material as is delivered prior to the agreed delivery date at the Seller's expenses and risk.

5.4. The Seller shall promptly notify the Purchaser in writing of any event that may delay performance of the Purchase Order, without that implying any agreement to an extension to the delivery dates.

6. REJECTION OF GOODS NOT MEETING THE SPECIFICATIONS.

6.1. In case the Goods delivered should fail to meet the quality standard required, Seller shall at Purchaser's choice, (I) deliver replacement in the shortest term and, at all events, within thirty (30) days if the goods are subject to custom duty, or otherwise fifteen (15) days, from the date the notice of complaint is deemed place with the Seller, or (II) retire the goods rejected and reimburse Purchaser for its payment. Seller shall reimburse Purchaser for its costs incurred in connection with the replacement. The Goods shall be made available to Seller for retirement during fifteen (15) days before being destroyed.

6.2. In the event of non-delivery, delay in delivery and/or default in quantity, Seller shall at Purchaser 's choice, deliver to Purchaser the Goods up to the due quantity within the term as set forth in previous section 6.2, or reimburse Purchaser for the non-delivered payed goods and/or for the difference between Seller 's price and the price charged by a third Seller for the same goods.

6.3. Advance payment shall not imply acceptance of the Goods by the Purchaser.

6.4. In the event of surplus supplies, subject to clause 6 and unless otherwise agreed, the Purchaser shall pay the price of the Goods only for the quantities set out in the Purchase Order.

7. APPLICABLE LAW AND JURISDICTION

These General Conditions of Purchase 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.

8. PERSONAL DATA

Grupo Juste Privacy notice:

In compliance with applicable Data Protection regulations Grupo Juste informs that processing of the personal 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.