



General conditions of sale and guarantee.

Terms:

The present general sales conditions will be applied to all orders accepted by the seller and/or quotes or offers accepted by the customer or buyer. These general conditions will be the binding contract between both parties, as from the moment of agreement.

The accepting of a quote or placing of an order implies acceptance and prior knowledge of these General Sales Conditions and guarantee by the Customer, and these will govern, unless indicated otherwise either in the order or offer/quote or in a contract that was subsequently drawn up between both parties and shall there forth govern. No verbal agreement shall be valid unless with express written acceptance from CM Llamada SL.

PRICES AND PAYMENT TERMS:

The price of the MACHINE and PAYMENT TERMS are indicated in the OFFER, or on acceptance of the order by default. The machinery detailed in the offer and/or order will include a reservation of right of ownership until the total payment of said machinery is completed. THE SELLER will issue and send an invoice for each payment made by THE BUYER.

PRODUCTION PERIOD, INSPECTION AND ACCEPTANCE OF THE MACHINERY:

Production: THE SELLER will manufacture THE MACHINE in the period indicated in the offer, counting from the day of the first payment towards THE MACHINE.

THE SELLER may delay the delivery of the MACHINE if due to causes not attributable to them the production process is delayed or due to complementary work requested by the customer, which was not originally contemplated in the agreed delivery times. Just causes for a delay in the delivery will be understood to include, among others, a delay by the BUYER in paying the agreed price, a delay in the supply to the SELLER of any essential parts or pieces needed in the MACHINE by any of their usual suppliers and any possibility of a General or Sector strike which limits or hinders the transport of the MACHINE and/or any of the components or parts and while said situation lasts.

Inspection and pre-delivery of the MACHINE: Once the manufacturing of the MACHINE is complete, THE SELLER will inform the BUYER in writing of the date on which they can send their technicians and operators to inspect the MACHINE built in the COMPANY'S facilities, in Cardedeu (Barcelona, Spain). THE BUYER shall reply to the SELLER in writing with the date on which they will carry out an inspection visit. Both parties can agree these dates verbally.

During the inspection visit of the MACHINE, at the SELLER'S facilities, the MACHINE will be put into operation, in order to be checked by the BUYER.

- a) If THE BUYER attends said inspection visit, a *Machine Acceptance and Conformity document* will be drawn up between both parties and an approximate delivery date will be established. Having carried out said inspection visit, the BUYER is required to pay THE SELLER the part indicated in the OFFER corresponding to "acceptance of the machine"
- b) If the BUYER waives his rights to an inspection visit, he shall then inform the SELLER in writing and this will not be considered reason for delaying payment of the MACHINE as indicated in the terms in the OFFER. Should the BUYER not answer the notice given by the SELLER in a period of 10 days, he shall be deemed to have waived their right to an inspection, requesting the direct delivery of the MACHINE. In such cases, the payment



period will begin, for the part corresponding to the delivery of the MACHINE. Until said payment has been made, the SELLER will not be required to start the formalities or procedures for the transport of the MACHINE.

DELIVERY, COSTS AND RISKS DERIVED FROM THE TRANSPORT OF THE MACHINE:

- a) As soon as the machine has been checked or said right waived and the forms of payment have been agreed, the SELLER will make the machinery or material available to the BUYER.
- b) As a general rule: The transport conditions will be those stipulated in the offer and/or the accepted order, according to INCOTERM
- c) Transport insurance: THE BUYER is obliged to contract an insurance which covers 110% of the total value of the MACHINE and includes all type of risks derived from the transport and reception of the machine, as from leaving the CM LAMADA facilities until reaching the final destination.

ACT OF ACCEPTANCE AND COMMISSIONING

Once the MACHINE has arrived to the place indicated by the BUYER, THE SELLER will send a technician from their company who, fulfilling the conditions set out in Offer both regarding the length as well as costs, will draw up a *Machine Acceptance and Commissioning* document for the agreement and conformity of this commissioning. At this time the pertaining documentation will also be handed over as well as any training for technicians or operators.

AFTER SALES GUARANTEES FROM THE SELLER.

The BUYER recognises belonging to the foundation and construction sector, having a knowledge of the sector and sufficient infrastructure as well as sufficient technical and human workforce to be able to use the MACHINE ordered correctly.

Risks Included: THE SELLER guarantees the BUYER:

- a) During a period of 6 months as from the *Machine Acceptance and Conformity Document* or the time when the machine left the facilities of CM LLAMADA, the use, maintenance, parts and labour relating to the parts of the MACHINE made by a third party (such as pumps, valves, hydraulic motor, thermic motor and similar parts, all of which will be covered by the own manufacturers guarantee).
- b) During a period of 1 year as from the *Machine Acceptance and Conformity Document* or the time when the machine left the facilities of CM LLAMADA, the use, maintenance, materials, parts and labour for any replacement, relating to the rest of the MACHINE.

Risks excluded: The present guarantee does not include:

- a) The replacement of any perishable components and/or the replacement of parts subject to tear and wear.
- b) Settings, cleaning or other periodic work required to maintain the machine.
- c) Any costs for transport or shipping of the machine or for spare parts.
- d) Any travelling costs and/or accommodation and board costs for the workers of the SELLER.
- e) Any defects caused by Force Majeure and or incorrect use of the Machine by the BUYER or their operators.
- f) Any defects caused by or through negligence of a third party, or from the use of the MACHINE by a third party.



- g) Any defect or fault to the MACHINE, including during the guarantee period, indicated in section 6.1., if the MACHINE has been used by the BUYER for more than 1750 hours in the period of one year or more than 875 hours in the period of six months
- h) Any loss of profit, interest charges or other damages that the BUYER and/or third parties may claim relating to the use of the MACHINE, including commitments undertaken by the BUYER with third parties or as a result of a shutdown of the MACHINE.

6.3.- Procedure: THE BUYER will inform the SELLER in writing, without delay, of any serious or reoccurring incidents that the MACHINE may have during the guarantee periods indicated in section 6.1. In said communication the BUYER will describe briefly the reasons or causes in which the MACHINE is not working correctly. THE BUYER will abstain from manipulating the MACHINE without express instructions from the SELLER. THE SELLER will try to repair the fault contacting the BUYER's technicians and/or operators for that purpose, where possible, and failing that undertakes to send an operator/technician to repair the MACHINE at the BUYER's address.

OBLIGATION OF PARTIES

THE BUYER agrees to:

- a) Use the MACHINE accordingly to the use it was acquired for.
- b) Not manipulate the machine without adequate technicians and professional workers.
- c) Allow only operators who have been trained by the SELLER to use the MACHINE or other operators from the BUYER only when they have passed a training and knowledge based course about the MACHINE.
- d) Inform the SELLER of any serious incidents that could occur to the MACHINE during the Guarantee period indicated in the sixth clause.
- e) Carry out the pertaining technical and periodic inspections as indicated in the use, procedures and maintenance manuals issued with the equipment. As well as a technical inspection, carried out by the service personnel of CM Llamada, in order to maintain the MACHINE when one of the following situations applies: (i) 500 hours of operating; (ii) six months since the *Machine Acceptance and Set up* document was drawn up. In the event of noncompliance, the guarantee indicated in the previous agreement shall be deemed to be revoked.

THE SELLER agrees to:

- a) Produce and deliver the MACHINE to the BUYER in the terms and period indicated in this contract.
- b) Draw up the *Machine Acceptance and Conformity document* in the SELLER's facilities and with the operators sent by the BUYER.
- c) Carry out the machine commissioning and training for the BUYER's operators in the time and place indicated.
- d) Take up any repairs to the MACHINE in the terms and conditions indicated in the sixth clause.

Due to the intuitu personae nature of this contract and general conditions, should the BUYER sell, rent or sub lease the MACHINE to a third party, before the end of the guarantee period, and without prior authorisation from CM LLAMADA, it shall be understood that the period of guarantee has expired, as the SELLER has not been able to check the technical capacity of the new users of the MACHINE.

INTELLECTUAL PROPERTY:

The intellectual and/or industrial property of the offer, in all of its terms, and the information included therein, as well as the equipment that is the subject of the Supply, and that of the



items, plans, drawings, software, etc., included in or relating thereto, belong to CM LLAMADA, so that their use by the BUYER for purposes other than the fulfilment of the order, as well as their total or partial reproduction or assignment of use to third parties are forbidden except with the express prior written consent of CM LLAMADA.

EXPIRY OF THIS CONTRACT:

The present contract may be terminated for the following reasons:

1. The full performance of the contract.
2. By mutual agreement between the two parties.
3. Early termination in the event of default by one of the parties. In particular, both parties agree there are just causes for the early termination of the contract, the hereafter mentioned are agreed by both parties to be just cause for the early termination of the present contract:

- a) The declaration of insolvency or judicial intervention of either of the contracting parties as well as its dissolution or liquidation.
- b) Total or partial non-payment of the agreed price in the OFFER. However, the SELLER may opt to resolve or demand the payment of the full price from the BUYER, as well as any interests accrued.

JURISDICTION:

Any dispute arising out of or in connection with this Contract, is subject to any special provisions contained therein, or in the absence thereof, by the provisions established by United Nations Convention on Contracts for the International sale of Goods adopted on the 11th April 1980, the laws of Spain, the code of commerce, special laws, the trade practises and conduct, and in their absence, to the provisions laid down by the Spanish Civil Code.

LANGUAGE:

The present contract has been drawn up in English and Spanish, however in the case of discrepancies between the different versions, the Spanish version shall prevail.