

## GENERAL CONDITIONS OF SALE

### 1. OBJECT AND APPLICABLE LAW

Unless otherwise agreed in written, these General Conditions of Sale and Delivery (hereinafter Conditions) apply to all products of the supplier (hereinafter goods) as indicated in the supplier's quotation or confirmation order. Purchasing conditions of the customer are deemed irrelevant even if not expressly rejected. By accepting the goods, it is understood that the customer has recognized and accepted these Conditions. All communications concerning deliveries subject to these Conditions must be in a written form such as letter, mail or fax. Non-compliance with the written form can only be agreed in written. Unless regulated by these Conditions, deliveries abroad are additionally subject to the arbitration rules of the Commission of the United Nations for the International Trade Law. Unless expressly accepted by R&D Solutions, (hereinafter R&D) these Conditions shall prevail over the same or similar Customer Conditions of Sale. Once the purchase requisition is initiated, and also in any case, the customer is giving its total acceptance of these Conditions.

### 2. CONTRACT VALIDITY

Contracts and orders shall not become effective and binding until they have been accepted and confirmed by R&D in writing. The content of the agreement established on the contract cancels any other agreement made orally or in written before it. Unless agreed between R&D and the customer, the sale of a material by R&D is contractually closed after fifteen (15) natural days from the reception of that material by the client in its facilities or accessories such as warehouses or subcontracted storehouses. Once this period has passed, R&D reserves the right to accept an eventual claim regarding the content of each individual delivery of the product. Once the order has been confirmed between R&D and the customer, and ready to be manufactured, the client must pay the expenses generated in case of cancellation when there has not been a breach of a contract by R&D.

### 3. TOOLING

Unless expressly agreed, tooling and dies, which main object is the manufacturing of aluminium profiles, will, in all cases, remain property of R&D and for the only use in its facilities. If there are causes of technical impossibility or force majeure, R&D reserves the right to temporarily transfer to another collaborating company with the sole purpose of fulfilling the contractual commitment with the client. The tools and dies that are the client's property will be governed by the following guidelines:

- a. R&D will affect to the customer the whole expenses of acquisition and adaptation of the dies budgeted for. The contract will include the agreement of the payment of the dies following a quotation or a tariff. Eventually, it could be agreed a total or partial affectation of the dies through an increase of the price in certain manufactured kilos, or as a maximum in a six (6) months period. A useful life will be defined for the dies in tons of extruded product. During this period, R&D will be in charge of the expenses for the maintaining the dies in perfect shape.
- b. The customer will also take action for the expenses budgeted by contract or rate for the performance of manufacturing tests and/or the possible modifications on the tools and dies until the acceptance by the Client of the dimensional, physical, visual quality requirements or any order product to be supplied.
- c. Once the useful life of a die has expired, the process set in points 1 and 2 above will begin again. R&D will ensure an adequate maintenance of the die with which the life of each die will be extended as much as it could be prolonged, even above the agreed extrusion tons.
- d. The expenses for replacement of dies that happen before the die has reached its useful life agreed will be taken by R&D.
- e. Any profile developed, including all the profiles of common shapes (rounds, squares, plates, etc.), that are carried out for a particular client and stay put for more than two years, will become part of the general catalog of free disposal or standardized for R&D.

### 4. QUOTATIONS, OFFERS AND/OR B2B

As a general rule, the budgets and offers made by R&D for manufacturing and finishing of the products will be valid for 15 days from the reception by the customer. Once the timing has gone by, R&D reserves the right to a total or partial review of the terms of those offers or quotations. The acceptance of a contractual supply by both parties in all the terms, it will be specially concluded through the acceptance by R&D and the client of the quality product requirements that go with the offer, contract or B2B.

### 5. QUANTITY AND DELIVERY TOLERANCES

- a. The quantities of the order or contract will be shown in bars number and length, with the tolerances agreed in both concepts. In case an agreement expresses the quantity in weight (tons, kgs), with an agreed tolerance, the number of the bars will be expressly established also in number and tolerance.
- b. The customer will have the option of a replacement of a die at his expense and convenience.
- c. The minimum order for a profile will be determined basically for the press used and the specific weight in kg/meters of the profile. Broadly speaking, a minimum order will be understood as follows:
  - c.1. For profiles up to 2 kg/meter, minimum order of 1000 kilos
  - c.2. For profiles 2.01 kgs/m to 5 kg/m, minimum order of 1500 kilos
  - c.3. For profiles 5,01 kgs/m to 8kgs/m, minimum order of 2500 kilos
  - c.4. For profiles 8,01 kg/m to 12kgs/m minimum order of 3500 kilos
  - c.5. For profiles >12,01kgs/m, and also profiles of high difficult extrusion, minimum order to consult.
  - c.6. For profiles of high difficult performance, the expenses of the development of the product and its tools until the right feasibility will be customer's responsibility unless otherwise agreed.
  - c.7. For the product manufacturing or samples of quantities lower than the minimum order, R&D will discount from the manufacturing expenses the amount of the scrap or leftovers with a value of 80% LME in force.
- d. Delivery Tolerances. The customer is required to admit, due to production process conditions, certain general tolerances of delivery, unless expressly agreed. The general tolerances of delivery will be necessarily in more or less and they will be shown in a percentage form within the following terms:
  - d.1. For orders lower than 1500 kg, tolerance in total weight and n° of bars of +-12%
  - d.2. For orders from 1501 to 3500 kg, tolerance in total weight and n° of bars of +-10%
  - d.3. For orders from 3501 kg or more, tolerance in total weight and n° of bars of +- 8%

### 6. PRODUCT QUALITY REQUIREMENTS

The R&D quality department and the customer will define and approve the product quality requirements together and it should be assumed by R&D on the manufacturing and delivery of the agreed products. That approval is a requirement to the acceptance and the validity of the contract. The requirements will be governed by the limits of the technology available for the production and control in its dimensional, visual aspects and others defined on the contract.

### 7. INTELLECTUAL PROPERTY RIGHTS

R&D is not bound to establish if any prototype, draft, specification, description, etc. given by the customer, or manufactured material with the same basics, breaches any intellectual property right in its form, properties, characteristics, used or any other additional process. In particular, regarding patents, samples, designed or templates or any other included in intellectual property rights. The customer is the only one responsible in these cases and he expressly agrees to exonerate the supplier of any blame and damages related to any third parties claims.

### 8. PRODUCT, FINISHED AND SERVICES PRICES

R&D will add, as an appendix to the contract, the rate applicable to it, which will include the following concepts:

- a. Development and testing of tools and products up to the acceptance of quality requirements (technical, functional, dimensional, aspect, etc.)
- b. Acquisition, replacement and maintenance of production and finishing tooling
- c. Total unit price, resulting from the sum of:
  - c.1. Raw material, referred to the monthly or fixed LME

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- c.2. Unit price of transformation (extrusion, finishing, assembly, machining, etc.) per process  
 c.3. Unit price per lot size below the minimum, or number of variants (lengths and finishes)
- d. For purposes of calculating weights, the maximum weight specified in the profile plan will always be considered, unless another guideline is specified for each contract
- e. The applicable LME and Premium will be updated every first of the month according to the average of the previous month
- f. For the setting of the LME for a period and contract (B2B) will require advance payment of 100USD (100 US dollars) per metric tonne fixed. Said advance will be deducted from the last invoice (s) of the contract
- g. The Extrusion transformation base price to be added to the current or agreed LME will be the one included in the updated rate and / or the contract
- h. The base price of Anodized will be the one that appears in the updated rate and / or in the contract or in its defect in the general rate of prices R&D.
- i. The base price of Lacquer will be the one that appears in the updated rate and / or in the contract or in its defect in the general rate of prices R&D.
- j. The base price of Sublimated Wood will be that which appears in the updated rate and / or in the contract or in its absence in the general R&D price list.
- k. The base price of transformation of Extruded, Anodized, Lacquered and Sublimated will be increased in the one that appears in the updated rate and / or in the contract, for bars whose length is greater than 7,000 mm and less than 4000 mm.
- l. Price of handling and packaging.  
 l.1. The standard packaging does not imply any additional charge on the general packing rate in standard formats.  
 l.2. The special packaging will be budgeted and specified in contract or tariff.
- m. Maintenance service for Guaranteed Purchase Stocks (SCG) due to the service demanded. R&D may agree, for reasons of improvement or immediacy of service, the manufacture, storage and custody of product SCG's under the following conditions:  
 m.1. The Customer shall provide monthly or quarterly a "rolling forecast" or mobile estimate of consumption for a certain period for each variant in stock.  
 m.2. Guaranteed Purchase Stock (SCG): the Customer will guarantee the purchase of a certain volume during a period to be agreed, which will be a maximum of 30 days. R&D will assume the risk of manufacturing products above the SCG's.
- n. INCOTERM condition price for making available: EX-Works - FCA - DDP, according to contract.  
 n.1. The prices available to the Customer will respond to an annual fee applicable to full trucks according to volume and weight transported.  
 n.2. The prices of availability for shipments less than full truck will be invoiced to the Customer according to the updated rate.  
 n.3. The means of transport will be agreed by contract between R&D and the Customer.  
 n.4. Billing will be carried out diligently once the delivery is made based on the delivery notes issued from the Department of Expeditions. The due date and payment method agreed in the contract will be displayed on the invoice. Every two weeks, R&D will issue to the Client an extract of invoices pending collection to date, as well as the amount of the total and available risk on that date. The Client undertakes to make the payments diligently in the agreed manner, for which R&D will reflect in the biweekly statement any movement.
- o. Risks  
 o.1. R&D may not exceed by more than 0% the risk figure granted to its Clients by qualified credit coverage entities or on its own initiative, according to the contract. Contractable operations above the total level of risk admitted must be guaranteed or paid in advance or soon to be agreed upon.  
 o.2. Transactions of volume equal to or greater than 10 Tns will result in an advance on account for material supply of 80% of the total amount of the order \*.
- p. Way to pay  
 p.1. Supported deferred payment documents:  
 • 50% order confirmation / 50% before shipped \*  
 • Documentary Credit
- The order confirmation will only be effective when the proof of payment is delivered to R&D.
- q. Payment terms.  
 p.1. The terms and other payment conditions must comply with the provisions of Law 15/2010 of July 5, which establishes measures to prevent late payment in commercial transactions. Way to pay is 50% order confirmation and 50% before shipped. This requirement is subject to special surveillance by our Auditors and is therefore unavoidable.  
 p.2. R&D's standard and unique formula to allow payment of 50% for order confirmation and 50% before shipped. This period includes an eventual fixed payment day or holidays or holidays in the Customer's field.
- r. Treatment of Defaults  
 r.1. R&D will consider non-payment the irrefutable receipt of the payment document corresponding to an invoice. The eventual non-payment of an invoice will automatically mean the suspension of all orders in progress and all pending deliveries, until the regularization of the amounts owed, including bank charges for return and delay.  
 r.2. In the event of continued defaults, R&D reserves the right to review the level of its own risk, as well as the communication to insurers of the collection incidents that have occurred.

### 9. EXPEDITIONS

The goods will be considered sold, receipted and accepted in R&D., even though the prices are established for the goods in the destination. Thus, they travel always on behalf of the customer. The client has to provide the required documents in case of an incident might happen with the deliveries. The terms of delivery will be just given as indicators. R&D will inform the customer about eventual changes in the delivery dates, always with a cause. In any case, the delay on the deliveries established does not cancel the order, and no compensation will apply.

### 10. CLAIMS

The orders are, unless otherwise agreed, established following items 3 & 4 of the present GCS. The claims will be submitted with a maximum period of 15 natural days from the delivery date. After this deadline, R&D will not have any obligation to accept any claim.

### 11. RESPONSIBILITIES

R&D will not take any responsibility regarding mistakes or errors in the concept or design of the delivered goods nor to the use given by the customer, if the clients has not given R&D the instructions' and specifications need it. When R&D 's responsibility were proved, R&D will only replace the defective goods without compensations and the goods replaced will be property of R&D. The customer is responsible for the inspection of the material right after receiving it. The claims regarding weight or number of items and the visible quality imperfections of the goods are not valid unless they are notified in written to the supplier with the 15 days after the receipt of the material. The hidden defects must be notified in written in no more than 8 days period after the discovery and with the warranty period. All the notifications have to be documented and come together with the fault material, if the defects are not notified on time and form, the delivery will be understood as accepted.

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### 12. PROPERTY

The goods are R&D'S property until the total payment of them. However, the risks of the items are the buyer's responsibility from the first day of delivery. In case of a missing payment, R&D will keep the right of taking away the goods from the customer and he will have to return them at first notice. On the other hand, the damages and compensations will be charge to the price already paid and R&D will keep it.

### 13. FORCE MAJEURE

In case of fire, the total or partial interruption of electric energy or fuel, serious breakdown of the facilities, strikes, including those in R&D, war actions, epidemics, accidents or any other cause that provokes the total or partial stop of the manufacturing, and also every force majeure case, R&D will have the right to cancel the current contract or its execution without any compensation.

### 14. LAWSUITS

Any litigation that comes from the interpretation or execution of this formal document will be resolved through arbitration with one or more mediators within the framework of the National Court of Mediation according to its rules and the United Nations Arbitration Commission Law for the International Trade Law. In any case, the parties are submitted under to the jurisdiction of the Courts of Murcia in exclusion of any other jurisdiction.

### 15. DATA PROTECTION

a. **Data Controller:** R&D Solutions

b. **Purposes:**

**b.1. Primary purposes of the processing:** Management, Internal Administration and Provide the service of our business relationship, in compliance with relevant legal obligations of Data Controller.

**b.2. Secondary Purpose:** If you expressly provide your consent, we will use your data to despatch of commercial communications in reference our products and services.

c. **Rights of Data Subjects:** You may exercise your rights to access, rectification, object, erasure, portability and limitation of personal data, as well as other legal rights, as explained in "Additional Information".

d. **Additional Information:** You Will be able to review terms & conditions about personal data processing in our website's data protection policy – [www.rdsolutions.expert](http://www.rdsolutions.expert) -.

### 16. MODIFICATION OF THE GCS

R&D keeps the right to modify, change or extend all or each one of the GCS clauses, at the adequate and convenient moment, depending on the circumstances of the market and without previous notice. Affecting the customer from the very moment of the modification.