

## GENERAL TERMS AND CONDITIONS OF SALE AND COMMISSIONING

**1 · Definitions:** In this document: 1) “Kromschroeder” refers to Kromschroeder, S.A., a Spanish company with registered office at Calle Santa Eulalia, number 213, l'Hospitalet de Llobregat, 08902, Barcelona and VAT ID ES A-28.060.515; 2) “Buyer” refers to the party acquiring the products from Kromschroeder; 3) “Parties” refers to both Kromschroeder and the Buyer; 4) “Products” refers to all goods sold by Kromschroeder to the Buyer; 5) “Order” refers to the purchase request made by the Buyer to Kromschroeder for the acquisition of one or more Products, submitted via email, phone, or web portal; 6) “Order Confirmation” refers to the document issued by Kromschroeder to the Buyer confirming the Order; 7) “Offer” refers to any document issued by Kromschroeder to the Buyer indicating the price, Products, quantities and/or other transaction conditions; 8) “Acceptance of the Offer” refers to any document issued by the Buyer to Kromschroeder involving acceptance of the Offer; 9) “Special Conditions” refers to the specific terms and requirements agreed upon by the Parties that supplement or modify the general terms and conditions of sale, applicable to a specific Order Confirmation or Offer; 10) “General Conditions” refers to these present General Terms and Conditions of Sale; 11) “Commissioning” refers to the set of services provided by Kromschroeder including installation, adjustment, initial parameterization, functional verification and, if applicable, basic training of the Buyer's personnel, necessary to enable the operational functioning of the Products at the Buyer's premises, as well as to activate the corresponding warranty; and 12) “Intellectual Property” means all copyrights, trademarks, trade secrets, patents, utility models, and other recognized intellectual property rights, whether registered or not, in any jurisdiction worldwide, including all related applications and registrations.

**2 · Exclusive terms:** The sale of Products by Kromschroeder shall be governed exclusively by these General Conditions, unless the Parties have entered into Special Conditions or a purchase agreement, in which case the General Conditions shall apply on a supplementary basis. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail.

In Product sales, no additional terms or conditions shall apply unless expressly agreed in writing by the Parties. The application of any policy or contractual condition of the Buyer is expressly excluded.

**3 · Perfection of the contract:** The contract shall be considered perfected upon issuance of the Order Confirmation by the Buyer or receipt by Kromschroeder of the Acceptance of the Offer.

The Buyer expressly and irrevocably declares to know, understand, and unreservedly accept these General Conditions. To this effect, if the contractual relationship between Kromschroeder and the Buyer is formalized in writing, these conditions will form an inseparable part of the contract and will be deemed accepted by the Buyer upon signing or upon notification by Kromschroeder addressed to the Buyer of its existence, whether through direct delivery, publication on its website, or a link published on its website.

Acceptance of the Offer may not introduce modifications, reservations, or different conditions from those contained in the Offer. Any modification of the original terms shall require the express written acceptance of Kromschroeder.

The Order Confirmation or Acceptance of the Offer by any means constitutes the Buyer's acceptance of the Products and their features, as well as of the General Conditions and the Special Conditions, even in case of discrepancies with the Buyer's general terms and conditions. This acceptance shall be valid whether the General Conditions are attached to the Order Confirmation or Offer, or accepted via click or digital confirmation through Kromschroeder's web portal.

When the Order or Offer includes commissioning services, the contract's formation will cover both the supply of the Products and the provision of said services, which shall be considered an integral part of the contractual object.

**4 · Modification of the General Conditions:** Kromschroeder reserves the right to adapt or modify these General Conditions at any time. In the event of any adaptation or modification, the new General Conditions shall apply only to sales formalized after their publication and entry into force.

**5 · Price and payment terms:** The price, form of payment, and payment period shall be those indicated in the invoice. In the absence of an agreement, issued invoices shall be payable at sight.

In the event of delayed payment, the Buyer shall pay Kromschroeder late payment interest in accordance with Act 3/2004 of December 29, which establishes measures against late payment in commercial transactions.

The Buyer may not withhold payment of any amount owed to Kromschroeder by way of compensation, counterclaim, reduction, or similar deduction, unless previously authorized in writing by Kromschroeder.

**6 · Taxes, duties, levies:** All taxes, duties, or levies arising from the purchase, sale, and import of the Products shall be fully assumed by the Buyer.

**7 · Right to apply price adjustments:** Kromschroeder reserves the right to apply price adjustments to the Products from the time of Order or Offer acceptance until invoicing, to reflect increases in material, labor, tax, exchange, customs, or other similar costs.

**8 · Management fee:** For orders under three hundred euros (€300.00), Kromschroeder shall be entitled to apply a management fee.

**9 · Delivery time:** The delivery time for the Products is approximate and will begin from the day following the acceptance of the Order or Offer.

Kromschroeder will make its best efforts to meet the stated delivery time. However, any delivery delay shall not entitle the Buyer to cancel the Order or claim any compensation or penalty.

**10 · Delivery conditions:** Unless expressly agreed otherwise, delivery of the Products shall be Ex Works (EXW) (Incoterms 2020). Accordingly, both the risk and ownership of the Products shall transfer to the Buyer when Kromschroeder delivers them to the carrier at its premises.

**11 · Delivery costs:** Insurance and transportation of the Products are at the Buyer's expense.

**12 · Commissioning:** Where indicated in the Order Confirmation or accepted Offer, Kromschroeder shall perform the commissioning of the Products at the Buyer's premises.

It is essential that commissioning be carried out by Kromschroeder's technical staff or expressly authorized professionals, to ensure that installation, adjustment, and parameterization are carried out under necessary conditions. This specialized technical intervention not only ensures optimal operational readiness but is also essential for the activation of the warranty.

The Buyer must ensure the necessary conditions for commissioning on the agreed date, including the availability of the facilities, connection of the Products to the relevant systems, and the presence of designated personnel for supervision and training. Any delay attributable to the Buyer may result in additional costs and service rescheduling.

Commissioning shall be deemed completed upon delivery of the commissioning report or, failing that, once 72 hours have passed since execution without any written claim from the Buyer.

**13 · Ownership of the Products:** Ownership of the Products transfers to the Buyer when Kromschroeder delivers them to the carrier at Kromschroeder's premises. This transfer of ownership shall not prevent Kromschroeder from exercising legal actions in the event of non-payment, including the claim for return of the delivered Products.

**14 · Warranty:** The warranty period for the Products is twelve (12) months, starting from the date of delivery or, if commissioning by Kromschroeder is included, from the effective date of such commissioning, provided it is not delayed due to reasons attributable to the Buyer.

The warranty covers, at Kromschroeder's discretion:

- The repair of the Products at our facilities. Exceptionally, for industrial heating and zootechnical equipment commissioned by our Technical Assistance Service (TAS), the repair may be carried out on-site, with travel, accommodation, subsistence, and lifting equipment costs borne by the Buyer; or
- The replacement of defective parts and Products from our warehouses, provided Kromschroeder's technical service confirms the existence of such defects. However, the warranty does not cover parts, devices, or equipment whose deterioration results from natural or accelerated wear, improper use, incorrect installation, poor maintenance, exposure to chemical agents, or the influence of electrical, magnetic, or electrochemical factors.

The warranty shall be void if the Buyer or any third party modifies or repairs the Products without Kromschroeder's prior authorization. The warranty shall also be excluded in case of failure caused by: (i) circumstances beyond Kromschroeder's control, including but not limited to environmental contamination, vandalism or other malicious damage, fire, flood, hurricane, adverse weather conditions, or force majeure events; or (ii) the Buyer's failure to comply with these General Conditions or with any instructions provided by Kromschroeder, including those in the Product documentation published or provided by Kromschroeder by any means.

The warranty set forth in these General Conditions is the only one provided by Kromschroeder. Kromschroeder makes no other express or implied warranties, oral or written, regarding the Products, their application or use, or any other aspect.

In case of commissioning, the warranty shall only apply if commissioning has been carried out by Kromschroeder or by personnel previously authorized in writing by Kromschroeder.

**15 · Defective Products:** In case of defective Products (i.e., discrepancies in quality or quantity), the Buyer must submit a claim to Kromschroeder within fifteen (15) calendar days from the date of receipt of the Order or, if commissioning has been contracted, from the date on which it took place. Upon timely receipt and confirmation of the defect, Kromschroeder shall, at its option and at its own expense, repair the Product, replace it with an equivalent one, or reimburse the Buyer for the corresponding price.

**16 · Cancellations:** The Buyer may not cancel any confirmed Order or accepted Offer without Kromschroeder's prior written consent. If Kromschroeder exceptionally authorizes the cancellation, it may charge the Buyer for all costs incurred up to that point, including management, procurement, manufacturing, logistics, and any other expenses directly related to the Order.

**17 · Modification of special orders:** Orders that include custom-manufactured Products, special configurations, or any technical adaptation requested by the Buyer will be considered special orders. Once accepted, any modification proposed by the Buyer shall require Kromschroeder's express written approval.

Kromschroeder reserves the right to reject the modification if production or procurement has already begun. If the modification is accepted, the Buyer shall bear all additional costs arising from the change and shall not be entitled to claim against Kromschroeder for any delivery delays.

**18 · Returns:** Returns of Products for reasons not attributable to Kromschroeder (and therefore outside warranty or liability for defective Products) and the corresponding price refund to the Buyer shall be subject to the following conditions:

**a) - Returns must be requested within fifteen (15) days of the Buyer's receipt of the Products by emailing [devoluciones@kromschroeder.es](mailto:devoluciones@kromschroeder.es). No returns will be accepted without prior written authorization from Kromschroeder; otherwise, the goods will be returned freight collect.**

**b) - Upon receiving the return request, Kromschroeder will inform the Buyer within fifteen (15) days whether the return is accepted. Only in case Kromschroeder accepts the return, the Buyer shall send the product to be returned to Kromschroeder.**

**c) - Returns will not be accepted for Products that: (i) have been installed or require assembly; (ii) are out of use; (iii) have been removed from Kromschroeder's catalogue of Products or have different characteristics from the Products in force; (iv) have been expressly manufactured by Kromschroeder or ordered by it from its suppliers to meet the specific needs of the Buyer; (v) have**

been used by the Buyer; or (vi) Products whose price does not reach the minimum price indicated in the Order Confirmation or Offer.

**d) -** Transportation costs for returns to Kromschroeder shall always be borne by the Buyer.

**e) –** In order for Kromschroeder to be able to return the Products, the Buyer must provide Kromschroeder with a copy of the purchase invoices or delivery note.

**f) –** Kromschroeder will deduct from the price of the Product to be returned to the Buyer (i) the costs of packaging and adjustment of the material that may occur; and (ii) 15% of the net value at which the returned product was invoiced.

**g) –** Value Added Tax (VAT) or other taxes paid at purchase of the returned product shall be refunded by Kromschroeder to the Buyer according to the applicable law at the time of refund.

**h) -** The amount to be refunded shall be credited to the Buyer's account and may only be used as a discount on future invoices. It may also be offset against other invoices already issued by Kromschroeder.

**19 · Disclaimer for damages from installation and/or use of the Products:** The Buyer is responsible for verifying that the Products are suitable for their intended use and for using them according to their purpose and the manufacturer's instructions.

The Buyer acknowledges understanding the Products and the risks associated with their handling, transport, use, storage, and disposal.

The Buyer shall comply with all procedures for the safe and proper handling and use of the Products, as well as all applicable governmental safety and health requirements, and shall take all reasonable and practicable measures to inform its employees, agents, contractors, customers, and other third parties of the proper handling and usage requirements, and of the risks associated with the Products, including their handling, transportation, use, storage, and disposal.

Kromschroeder shall not be held liable for any damages suffered by the Buyer and/or third parties resulting from the improper installation and/or use of the Products.

**20 · Intellectual property liability disclaimer:** The Buyer assumes full responsibility for incorporating and/or using Kromschroeder-supplied elements and equipment in devices protected by patents, utility models, or other industrial property rights. Consequently, Kromschroeder is exempt from any claims or liabilities arising from possible infringements of such rights.

**21 · Limitation of liability:** Kromschroeder shall not be liable for indirect damages (such as loss of profits or business opportunities, or incidental indirect damages), and its total liability shall not exceed the purchase price of the Products.

**22 · Administrative documentation:** The Buyer is responsible for obtaining and bearing the cost of permits, official authorizations, certificates, and other administrative or official documents necessary for the installation of the Products.

**23 · Right to modify Products:** Kromschroeder reserves the right to modify, at any time and without prior notice, the characteristics, prices, or specifications of its Products and components. These changes shall apply only to new Products supplied by Kromschroeder and shall not imply any obligation to update or adapt already delivered equipment.

**24 · Intellectual Property:** No right, title or interest in any Intellectual Property provided by Kromschroeder under the Contract, including Intellectual Property existing prior to, or created independently of, the performance of the Contract, is transferred to the Buyer. All Intellectual Property and the results of any services, whether related to the Products or provided by Kromschroeder - including software, models, designs, drawings, documents, inventions and know-how ('Inventions') - conceived or developed by Kromschroeder in connection with the Contract, are the exclusive property of Kromschroeder, and the Buyer assigns to Kromschroeder any rights it may have in such Inventions. The Buyer has no rights or licenses to any Intellectual Property or Inventions provided by Kromschroeder, except as expressly granted in the contract.

The Buyer expressly acknowledges that any creative strategy or technical solution developed by Kromschroeder, understood as the realisation of a technical, functional or creative approach specifically devised for the Buyer, constitutes an original creation subject to intellectual property rights exclusively owned by Kromschroeder. Its use, reproduction, communication, communication, transfer or disclosure to third parties is expressly forbidden, except with prior written authorisation from Kromschroeder.

**25 · Force majeure:** Kromschroeder shall not be liable for any delay or failure in the production or delivery of the Products due to force majeure events, including but not limited to shortages or inability to obtain materials or components, delays, or other events limiting Kromschroeder's ability to perform, including wars, natural disasters, strikes, riots, civil unrest, armed conflict, terrorism or threats thereof, epidemics, pandemics, or other health crises.

In the event of a delay in delivery or performance due to force majeure or Buyer-related causes, the Order delivery date shall be extended for the duration of the delay or as mutually agreed by the Parties.

**26 · Environmental management:** According to applicable legislation, the end user is responsible for the proper environmental management of the Products' packaging. The Buyer must ensure that this information is appropriately conveyed to the end user. The Buyer is reminded of the importance of proper recycling of packaging.

**27 · Export control:** The Buyer agrees to comply with all applicable export control laws.

**28 · Data protection:** Both Parties agree to process personal data in accordance with applicable data protection laws.

**29 · Claims:** The Buyer must promptly notify Kromschroeder in writing of any breach of these General Conditions that it identifies or reasonably should have identified, and give Kromschroeder the opportunity to remedy it. Failure to do so shall prevent the Buyer from bringing any claim for losses or damages arising from said breach.

**30 · Confidentiality:** The Parties shall maintain strict confidentiality regarding any information accessed as a result of their contractual relationship.

**31 · Assignment and subcontracting:** The Buyer may not assign its rights or obligations or subcontract any of its obligations under these General Conditions without Kromschroeder's prior written consent. Kromschroeder may delegate, assign, transfer, pledge, or otherwise deal with, subcontract, or renew any or all of its obligations under these General Conditions without the Buyer's consent.

**32 · Relationship of the Parties:** Nothing in these General Conditions nor any action taken by the Parties under these General Conditions shall create a partnership, joint venture, or agency relationship between the parties.

**33 · Termination:** Kromschroeder may terminate the contractual relationship with the Buyer by providing reasonable notice, with no right to compensation.

**34 · Severability:** If any clause of these General Conditions is found to be invalid, illegal, or unenforceable, in whole or in part, in any jurisdiction, this shall not affect the validity of the remaining clauses or their application in other jurisdictions.

In such a case, the Parties commit to negotiating in good faith a modification that most closely reflects the original intent in a valid and enforceable manner.

**35 · Notices:** All notices under these General Conditions must be made in writing and shall be deemed validly delivered if sent by email with acknowledgment of receipt, from the moment that receipt of the e-mail is confirmed.

**36 · Electronic contracting:** In cases of online or electronic contracting, the Buyer and Kromschroeder mutually waive the pre- and post-contractual information obligations regulated in Articles 27 and 28 of Act 34/2002, of July 11, on Information Society Services and Electronic Commerce.

**37 · Governing Law and jurisdiction:** These General Conditions shall be governed by Spanish law. The Buyer and Kromschroeder submit to the jurisdiction of the courts and tribunals of Barcelona, expressly waiving any other jurisdiction or venue that may apply. The Buyer and Kromschroeder also expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980).