

1 GENERAL

These Terms and Conditions of Sale shall apply to all commercial sales transactions carried out by TELERGON, S.A.U. (hereinafter, TELERGON). Any Terms and Conditions other than those contained herein shall not apply unless they have been expressly accepted in writing. These Terms and Conditions shall apply to all deliveries of goods carried out by TELERGON, with the express exclusion of any Purchase Terms and Conditions of the Client. All technical information or any other information contained in our catalogues and price lists are for information purposes only, thus, TELERGON reserves the right to make any changes it deems appropriate without notice.

2 ORDERS

The parties shall be bound by the orders from the moment that TELERGON has accepted them in writing, and the purchase and sale agreement shall be deemed formalised thereafter. Acceptance shall confirm the order price and shall include the estimated date of delivery to the Client. Any alteration of an order by the Client after it was accepted by TELERGON shall require written acceptance by TELERGON, which shall include the corresponding alteration of the price and the estimated delivery date. No alteration shall be binding upon TELERGON unless expressly accepted in writing. The cancellation of an order by the Client after the agreement has been formalised shall entitle TELERGON to choose to demand that the agreement be enforced or terminated, in both cases with the right to compensation for damages and losses caused. In the latter case, the Client shall bear the transport costs incurred. In the event of cancellation of an order for a special product (upon request), the Client shall bear the cost of the components already manufactured or being manufactured.

3 PRICE AND METHOD OF PAYMENT

The sale price shall be the current retail price per unit, VAT excluded, at the date of the order and for goods stored at our warehouses in Zaragoza, with standard non-returnable packing included. The current retail price can be modified at any time, provided that a fifteen-day notice is provided. Terms of payment shall be defined in each order, according to the provisions of Law 3/2004 of 29 December and 15/2010 of 5 July, which establishes measures against late payment in commercial transactions. Unless otherwise agreed, payment shall be made within 30 days from the date of the invoice and the interest rate for late payment, payable from the due date of the invoice, shall be estimated by applying Law 3/2004 on measures against late payment in commercial transactions. This interest rate shall be borne by the Client. Deferrals shall not be allowed under any circumstances. TELERGON reserves the right to make any timely price alterations due to fluctuations in raw materials or transport. Certificates of Origin, Legalisation costs (invoice and packing list attested by Chamber of Commerce), payment warranties and inspections will be always paid by the Customer. Certificate of Origin: 55€. Invoice attested by Chamber of Commerce: 55€. Packing list attested by Chamber of Commerce: 55€. For orders above 10.000€, the expenses for the Certificates of Origin will be borne by Telergon. For orders above 40.000€, the expenses for the Invoice and Packing list attested by the Chamber of Commerce will be borne by Telergon. For orders under €1000, TELERGON shall charge €50 for order processing and management. This share does not include transport costs, which shall be borne by the client. Due to the default insurance that TELERGON has contracted, it is obliged to notify any default derived from product supply.

4 TERMINATION

TELERGON shall be entitled (i) to terminate the orders, agreements or contracts entered into with the Buyer and (ii) to recover the ownership of the products in the same condition in which they were delivered in the event that the Buyer fails to comply, in whole or in part, with any of its obligations under these General Terms and Conditions of Sale, or when it acts in any way that may disrupt the good business between both Parties, all without prejudice to the corresponding compensation for damages and losses and other claims TELERGON may be entitled to under the Law. The termination of any order, agreement or contract by the Buyer, which is not motivated by a cause attributable to TELERGON, shall in no case relieve the Buyer from the full performance of its obligations to TELERGON.

5 FORCE MAJEURE/ACTS OF GOD

When for reasons of force majeure or acts of God any of the parties is unable to comply with its contractual obligations, such obligations shall be suspended until the cause that prevents compliance therewith disappears. The party alleging force majeure or an act of God shall immediately inform the other party of such circumstance, indicating the extent to which compliance is affected, as well as the new

schedule for compliance once it has disappeared. The termination of the agreement for the prolonged extension of the cause of force majeure or an act of God over time, shall require the mutual agreement of the parties in writing. The client shall not allege force majeure and/or acts of God to delay its payment obligations for goods and/or services.

6 DELIVERY TIME

The estimated delivery time shall be the one communicated by TELERGON in its acceptance. TELERGON shall also inform the Client of any change of the originally scheduled delivery date, as well as the reasons for the change. Delivery times are for information purposes, subject to the availability of materials at the time of order confirmation, and are understood to be for delivery at our warehouses ready for shipment. The Client shall not be entitled to any compensation for late delivery, unless such delay lacks reasonable justification. In any case, the mere delay in delivery shall not be cause for termination of the agreement. Advance deliveries shall require the express written consent of both TELERGON and the Client, and the latter shall bear the corresponding increase in price.

7 SHIPPING AND DELIVERY

The shipping terms (shipping and transport expenses) for orders under net €25,000 shall be EXW Zaragoza and, for orders over net €25,000, FOB Spanish Port, according to the regulations of the International Chamber of Commerce (according to Incoterms 2020). TELERGON shall choose the transport agency for deliveries to the Spanish Port. In any case, shipments made at TELERGON's expense shall be made by the means and transports chosen by TELERGON. The cost of any additional documents or inspection prior to delivery of the products shall be borne by the Client, in any case, unless otherwise agreed.

8 PERFORMANCE OF OBLIGATIONS

The place of performance of the obligations arising from purchase and sale agreements shall be TELERGON's address.

9 DELIVERY/TRANSFER OF RISK

Unless otherwise expressly agreed, the goods shall be delivered in the usual conditions of packaging and/or packing observed by TELERGON and shall travel at the client's risk. Delivery to the carrier shall include the corresponding transport documents.

10 BILLING/PAYMENT

Each shipment shall have its corresponding invoice, which shall detail the order number, the units shipped, the unit price of each unit, the total amount, and the dates of payment. Unless a specific and/or early date for payment has been agreed upon, the time of payment agreed shall commence on the date on which the goods are delivered to the carrier.

11 RECEIPT OF GOODS

The Client is obliged to receive the purchased goods, even in the case of partial deliveries. If the Client refuses to receive the goods, TELERGON shall be entitled to demand that the agreement be enforced or terminated, in the first case by legal deposit of the goods, and with compensation for damages and losses in both cases. The same legal deposit may be executed by TELERGON when the Client delays in receiving the goods. The costs incurred by the deposit, as well as transport costs caused by the Client's refusal to receive the goods, shall be borne by the Client. The legal deposit may be replaced, with the same effects, by the storage of the goods at TELERGON's facilities.

12 RETURNS

No return shall be accepted without the prior written approval of TELERGON's Sales Department. The return must be made within 60 days of delivery of the products. If the return is due to causes attributable to transport, the incident must be documented with the claim made to the carrier on the delivery note. Unless expressly agreed otherwise, the acceptance of a return shall be conditional upon shipment to port with carriage paid of the original standard products in perfect condition included in the current price list (return of special products shall not be accepted). The original invoice and the TELERGON document authorising the return must be enclosed with the shipment. Returns of creditable material shall be subject to a minimum depreciation of €10 plus 10% of the net invoiced value, as a share of our revision and conditioning costs. This minimum value may be increased depending on the actual condition of the products received. Transport costs associated with returns shall be at the Buyer's risk and expense, unless they are due to an error or cause attributable to TELERGON, in which case its written acceptance shall be required.

13 DEFECTS / WARRANTY

Products supplied by TELERGON have a 3-year warranty against all manufacturing defects. TELERGON's Warranty is limited to the repair or replacement of the defective goods in the shortest time possible. This warranty does not include improper or incorrect use by the user, in accordance with current regulations, or improper handling. This warranty does not cover (i) the repair and replacement of parts in the Products resulting from wear and tear inherent to the normal use of the Products, (ii) damages and flaws originated in the Products resulting from improper, negligent or similar use by the Buyer, (iii) repairs, modifications or alterations made to the Products by personnel not authorised by TELERGON and in breach of the operating guidelines provided by TELERGON and (iv) in general, any damage or loss of the Product resulting from a Force Majeure event. Reseller Clients are responsible for their relationship with the final recipient and may not transfer to TELERGON any liability arising from events subsequent to the delivery of the product, except as provided for in the cases expressly provided for by law.

14 RETENTION OF OWNERSHIP

Goods that have not been paid for in full, whether or not they are in the Client's possession, shall remain the property of TELERGON, and the Client shall not acquire ownership thereon until fully paid. The Client shall be liable to TELERGON for any damage or loss incurred by the goods in its possession as long as they remain under the ownership of TELERGON. In case of default, TELERGON reserves the right to take back the goods, without prejudice to other claims for expenses arising from the default. The Client has the obligation to immediately notify TELERGON of any action by third parties that may affect the ownership of the goods. The Buyer shall refrain from any act of disposition, assignment or encumbrance, under any title, regarding the goods as long as any amount of the price remains unpaid.

15 LIMITATION OF LIABILITY

TELERGON shall not be liable for any damages, including those caused to the personnel and/or property of Third Parties, including the Buyer, its personnel or third parties. In no event shall TELERGON be liable for indirect or consequential damages that may arise as a result of the supply, including, but not limited to, loss of production, loss of profits, downtime costs, failures in the Products or in other parts or equipment other than the Products, of the Buyer or third parties, accidents at work or suffered by third parties, accidents and incidents against the environment, etc. TELERGON's total liability arising from the supply for any reason whatsoever shall be limited to the value of the supply giving rise to the claim. Furthermore, TELERGON shall not be liable to the Buyer or third parties for any direct, indirect or consequential loss or damage arising out of or in connection with the subject matter of this agreement, including accidents to persons, damage to goods other than the subject matter of the agreement, loss of profit and damage to reputation. Any commitments and obligations of the Buyer resulting from warranties existing between it and its Buyers in excess of the foregoing and not expressly accepted by TELERGON in writing shall be at the Buyer's risk and expense.

16 CONFIDENTIALITY

All information and/or documentation provided by TELERGON to the Client within the framework of the business relationship shall be secret and confidential, and the Client shall refrain from its dissemination and disclosure to third parties, and shall be obliged to indemnify TELERGON for any damages and losses suffered as a result of a breach of this obligation.

17 INTELLECTUAL PROPERTY RIGHTS

The sale of the goods subject to the sale and purchase shall in no case imply the transfer of the know-how used in any of the stages of their manufacture and which has been disclosed to the Client. All rights deriving from the intellectual property owned by TELERGON are reserved to TELERGON.

18 APPLICABLE LAW

The purchase and sale agreement, is subject to Spanish legislation.

19 APPLICABLE JURISDICTION

With express waiver of any other jurisdiction applicable by Community or international regulations, any litigation, dispute, conflict or claim arising from the execution or interpretation of the purchase and sale agreement or directly or indirectly related to it, shall be resolved before the Courts and Tribunals of the registered office of TELERGON.