

GENERAL CONDITIONS OF SALE

1. INTRODUCTION

1.1 These General Conditions of Sale (hereinafter referred to as "GCS") form an integral part of the sales offer issued by SORALUCE and are therefore deemed accepted by both Parties upon agreement.

1.2 The Parties shall be considered to have agreed to the GCS not only when explicitly stated in the corresponding contract but also when the reference to these conditions arises as part of Soraluce's offer or as part of the Buyer's Order acceptance.

1.3 Any other general terms and conditions proposed by the Buyer shall not apply, whether in whole or in part, unless expressly accepted in writing by Soraluce.

1.4 Any condition or term not explicitly specified in these GCS shall be governed by the General Conditions of ORGALIM (European Engineering Industries Association) for supply (S2012) and for supply and installation (SI14).

2. DEFINITIONS

2.1 For the purpose of these GCS, the following terms shall have the meanings set forth below:

- a. **"Soraluce"**: Refers to the parent company, Soraluce S. Coop., including all its international subsidiaries.
- b. **"Buyer"**: Refers to any legal entity entering into a contract with Soraluce or purchasing its Products and/or Services, including any entity acting on its behalf or on behalf of third parties.

- c. **“Confirmation”**: Refers to the acceptance document issued by Soraluze regarding the delivery of Products and/or the provision of Services specifically requested by the Buyer, which contractually binds both Parties.
- d. **“Contract”**: Refers to the document, once signed by both Parties, that formalizes in writing their mutual agreement regarding the supply of Products and/or the provision of Services, including all annexes, modifications, and written amendments to said documents.
- e. **“Force Majeure”**: Refers to any unforeseeable event or, if foreseen, an unavoidable circumstance beyond the control of the Party unable to fulfill its contractual obligations due to such an event. This includes, but is not limited to, the following circumstances: fires, floods, pandemics, wars, riots, rebellions, revolutions, acts of terrorism, or other disruptions to public order or governmental authority, strikes, lockouts, sabotage, explosions or equipment failures, embargoes, or the inability to procure necessary equipment, fuel, electricity, materials, or transportation. It does not, however, include financial difficulties or inability to meet payment obligations due to insufficient funds.
- f. **“Offer”**: Refers to the quantity of Products and/or Services that Soraluze proposes to sell and/or provide to the Buyer under the stipulated price and agreed conditions.
- g. **“Parties”**: Refers collectively to Soraluze and the Buyer, including any legal entity acting on their behalf.
- h. **“Order”**: Refers to the document issued by the Buyer to request the purchase of Products and/or Services.
- i. **“Products”**: Refers to the products or components manufactured by Soraluze and delivered to the Buyer, as specified in these GCS, and where applicable, in the Offers and/or Quotations provided by Soraluze.
- j. **“Services”**: Refers to the services provided by Soraluze, particularly technical assistance and commissioning, which form the subject matter of the Contract, as specified in these GCS and, where applicable, in the Order Confirmation issued by Soraluze.

3. OFFER, ORDER, AND CONFIRMATION

3.1 Offers and/or Estimates shall be considered invalid and consequently not accepted in the following cases:

- When the Buyer fails to place a firm Order within the explicitly stated time limit.
- If no specific time limit is indicated in the Offers and/or Estimates, when the Buyer does not place a firm Order within sixty (60) calendar days.

3.2 If a written Contract exists, the Order and the Confirmation shall be an inseparable part thereof. In the event of any inconsistency or contradiction between the Contract and the Confirmation, the Confirmation shall prevail as the binding document defining the Products to be delivered and/or the Services to be provided.

3.3 In the absence of a written Contract, the agreement between the Parties shall be constituted by the Order and the Confirmation, with the Confirmation prevailing in case of any conflict or inconsistency with the Order.

3.4 The Buyer must submit the Order in writing via postal mail, email, fax, or any other means that provide a verifiable written record of its contents.

3.5 Exceptionally, Soraluze may accept Orders through alternative means not specified in Clause 3.4 (e.g., telephone orders). However, in such cases, the only document that shall be considered valid and binding for the Parties is the Confirmation, which must be issued in accordance with Clause 3.7.

3.6 Acceptance of a previous Order by Soraluze does not obligate Soraluze to accept any subsequent Orders, regardless of whether they pertain to identical Products and/or Services in terms of quality and quantity.

3.7 Soraluze shall formalize the Confirmation in writing and send it to the Buyer using any of the methods specified in Clause 3.4 for Order submission.

4. DELIVERY TERM AND SHIPMENT DATE

4.1 The delivery term shall commence only once the following conditions have been cumulatively met:

- The Contract has been signed by both Parties and/or the Order has been confirmed by Soraluze.
- Soraluze has received the advance payment from the Buyer, as per the terms agreed upon by the Parties.

4.2 Soraluze shall be deemed to have met the delivery term when:

- The Products have been accepted at Soraluze's facilities.
- Soraluze has provided written notification to the Buyer—or the assigned carrier—indicating that the Products are ready for shipment within the period expressly stipulated in the Contract or, in its absence, in the Order Confirmation.

4.3 Compliance with the delivery term is subject to subsequent agreements between the Parties regarding technical or commercial aspects that may have remained pending at the time of Contract signing and/or Order Confirmation. It is also subject to developments arising during execution, such as the Buyer's failure to provide prior acceptance or non-submission of required financial instruments, such as Credit Cards or Documentary Credits.

4.4 The delivery date shall be the one explicitly stated in the respective Contract and/or Confirmation. However, it may be extended under the following circumstances:

- In the event of Force Majeure, as defined in these GCS.
- If the Buyer fails to meet any contractual obligations and/or commitments, including but not limited to:
 - Providing necessary plans, technical specifications, import licenses, and accessories to be incorporated into the Products.
 - Fulfilling any other agreed-upon commitments between both Parties.

An extension of the delivery term due to any of the above reasons shall not be considered a default by Soraluze.

4.5 If Soraluze requires written approval from the Buyer regarding plans or installation conditions sent during the manufacturing process, the Buyer must return these documents—either approved or with justified objections—within a maximum of ten (10) calendar days from their dispatch.

4.6 The shipment date of the Products, as stipulated in the Contract and/or Order, shall correspond to the date on which the shipment is executed, regardless of whether any accessories are shipped separately and/or on different dates.

5. INFORMATION ON THE PRODUCT

5.1 The weights, dimensions, capacities, prices, yields, and other specifications detailed in catalogs, brochures, newsletters, advertisements, prints, and price lists are for illustrative purposes only and are not legally binding unless expressly referenced in the Contract and/or the Confirmation.

5.2 All plans, designs, technical documents, and software related to the partial or total manufacturing of Products, components, or assembly, provided to the Buyer before or after the conclusion of the Contract and/or Confirmation, shall remain the exclusive property of Soraluze. The Buyer shall not use them for extracontractual purposes, nor shall they be copied, reproduced, transferred, or disclosed to third parties without Soraluze's written consent.

5.3 Upon the Buyer's request and after the finalization of the Contract and/or Confirmation, Soraluze shall provide relevant information and manufacturing designs of the Products. These will be sufficiently detailed to enable the Buyer to carry out the installation, commissioning, operation, and maintenance of the Products.

6. CONDITIONS OF DELIVERY, RISK OF LOSS, AND AVAILABILITY

6.1 Unless otherwise specified, delivery shall be made under FCA terms (Free Carrier, Incoterms 2020) at the location designated by Soraluze. Soraluze shall be responsible for transporting the Product to its destination, and the risk shall be transferred to the Buyer upon delivery of the Product to the first carrier.

6.2 In cases of contradiction or uncertainty regarding the delivery conditions and risk transfer specified in the Contract and/or Order, or in the absence of such terms, the Incoterm that minimizes Soraluze's risks and costs shall prevail.

6.3 After the Buyer's pre-acceptance under Clause 12.2 of these GCS, Soraluze shall notify the Buyer in writing regarding the availability of the Products for

shipment. The Buyer must then notify Soraluze within seven (7) working days of the identity of the carrier and the loading conditions.

6.4 If shipment or delivery is delayed at the Buyer's request or due to reasons attributable to the Buyer, the risk shall transfer to the Buyer from the date Soraluze notifies the availability of the Products for loading. In such a case: Soraluze reserves the right to store the Products at the Buyer's cost and risk, with storage fees accruing from the fifteenth (15) calendar day of storage.

The Product price shall become immediately due and payable to Soraluze.

6.5 The Buyer shall take all necessary measures to protect Soraluze's property, including obtaining an insurance policy covering the Product's value from the moment risk is transferred per Clause 6.1 until ownership is formally transferred by Soraluze.

6.6 Soraluze shall not be liable for any loss or damage to the Products after risk transfer. The Buyer remains obligated to pay the Product price, even if the Products are lost or damaged due to Buyer-related reasons.

7. PROPERTY TRANSFER AND RETENTION OF TITLE

7.1 Soraluze retains ownership of the delivered Products until the Buyer has fully paid the agreed price. Until ownership is transferred, the Buyer must diligently safeguard the Products and implement protective measures, including obtaining an insurance policy covering their full value at the Buyer's expense and risk.

7.2 Soraluze reserves the right to reclaim Products that remain its property, even if the Buyer has transferred them to a third party. The Buyer shall facilitate Soraluze's retrieval of such Products.

7.3 In cases of delayed payment, the delivered Products shall remain Soraluze's property until full payment is received, subject to the applicable laws of the country where the Products are located.

7.4 The Buyer shall take all necessary actions to establish and maintain a valid retention of title in favor of Soraluze in the country where the Products are located, ensuring the broadest protection possible. The Buyer shall also cooperate with Soraluze in implementing protective measures to secure

Soraluce's ownership rights. Additionally, Soraluce is authorized to perform, on the Buyer's behalf, any required formalities to enforce retention of title against third parties.

7.5 If Soraluce finances the transaction, the Buyer shall execute a Hire-Purchase Contract of Movable Property upon taking possession of the Products, in accordance with the official model.

7.6 The Buyer shall not sell, transfer, or pledge the acquired Products before full payment to Soraluce. Additionally, the Buyer must promptly inform Soraluce of any judicial or third-party claims affecting the Products using any of the communication methods outlined in Clause 3.4 of these GCS.

7.7 If the Buyer breaches any obligations under this Clause, Soraluce reserves the right to terminate the Contract immediately and retain any amounts already paid as a penalty, without prejudice to other damages.

7.8 The retention of title as established in Clause 7.4 shall not affect the risk transfer provisions stipulated in Clause 6.

8. CONDITIONS OF PAYMENT

8.1 Prices shall be denominated in EUROS and considered as net prices for the Products and Services. For the purposes of this section, the net price excludes VAT, taxes, duties, fees, contributions, or any similar costs.

8.2 Payments shall be made against an invoice issued by Soraluce under the following conditions and timeframes:

- An advance payment equivalent to thirty percent (30%) of the total Contract and/or Order amount, to be made within a maximum of seven (7) working days from the invoice issuance date.
- The remaining seventy percent (70%) of the total Contract and/or Order amount, to be paid within a maximum of seven (7) working days from the invoice issuance date.

8.3 In cases of partial deliveries, Soraluce reserves the right to invoice and request payment for each partial delivery, and the Buyer shall be obligated to make payments as per the terms of these GCS.

8.4 Any claims against Soraluce made by the Buyer shall not entitle the Buyer to suspend or make deductions from the stipulated payments in the Contract.

8.5 If payments are not made by the agreed due date, Soraluze shall be entitled to charge interest on arrears. The interest rate shall be equal to the rate applied by the European Central Bank in its latest main refinancing operation before the first day of the relevant calendar semester, plus eight percentage points, without prejudice to Soraluze's other legal rights.

8.6 Payments made via Documentary Credit shall be governed by the Uniform Rules and Practices for Documentary Credits of the International Chamber of Commerce, subject to Soraluze's prior approval.

8.7 Failure by the Buyer to meet payment obligations shall entitle Soraluze, under Clause 17, to suspend any commitments or obligations under the Contract until full payment is made. Soraluze shall also have the right to terminate the Contract and claim damages resulting from late or non-performance.

9. MODIFICATIONS TO THE CONTRACT AND/OR ORDER

9.1 Any modifications or amendments to the Contract or Order requested after Confirmation must be agreed upon and accepted in writing by both Parties.

9.2 If a modification or amendment request is made after the manufacturing process has begun or upon its completion, Soraluze shall only consider the request if it is submitted as an "Order Supplement." This supplement must be formalized using any of the methods outlined in Clause 3.4 and subject to the conditions set in a new Offer.

10. WARRANTY

10.1 Scope of the Warranty

10.1.1 This warranty covers only Products, materials, components, or accessories manufactured by Soraluze or those for which Soraluze has expressly extended the warranty in the Contract and/or Confirmation.

10.1.2 Soraluze guarantees that all Products covered by these GCS:

- Are suitable for commercialization.
- Are free of liens or third-party rights.
- Are free from design, manufacturing, or operational defects, including defects in materials and components.

10.1.3 Soraluze shall, under the specified conditions, replace or repair any component or part causing malfunction during the warranty period, which is:

- Twelve (12) months or two thousand (2,000) working hours, whichever occurs first, from the date of final acceptance at the Buyer's factory.
- In any case, the warranty period shall not exceed fifteen (15) months from the date the Products leave Soraluze's facilities.

10.1.4 The Buyer must notify Soraluze of any warranty-covered issues as soon as possible using one of the communication methods outlined in Clause 3.4. Claims or returns beyond the deadlines in Clause 10.1.3 shall not be accepted.

10.1.5 The Buyer must report any disagreement regarding the Products before the end the first three months of the warranty period. Soraluze reserves the right to inspect and verify any alleged defects using methods it deems appropriate.

10.1.6 The warranty covers:

- Labor costs of Soraluze's technical staff, including travel and subsistence expenses.
- Replacement or repair of defective components or parts.
- Delivery costs for spare parts.

10.1.7 Repairs, modifications, replacements, or technical services performed during the warranty period shall not extend or renew the warranty period. The warranty for repaired or replaced components ends concurrently with the original warranty period. Any replaced parts must be made available to Soraluze.

10.1.8 Soraluze guarantees the availability of necessary spare parts for a minimum of ten (10) years from the date of the final acceptance report.

10.2 Conditions for Warranty Validity

10.2.1 Products must be installed by Soraluze's technical staff or authorized personnel. Installation by unauthorized personnel will void the warranty.

10.2.2 Any modifications or technical services performed on the Products must be pre-approved by Soraluze.

10.2.3 Only Soraluze-approved equipment or components may be used or incorporated into the Products.

10.3 Warranty Exclusions

10.3.1 The warranty does not cover defects or damages caused by:

- Normal wear and tear.
- Failure to follow instructions in the user and maintenance manuals.
- Shipping damages when the Buyer is responsible under the specified Incoterms.
- Force Majeure events as defined in these GCS.
- Unauthorized modifications, repairs, or alterations performed by non-Soraluce personnel.
- External factors such as storms, floods, fires, or other environmental agents.
- Improper operation or programming errors.
- Use of unauthorized accessories not approved by Soraluce.
- Defects in the foundation.
- Vibrations near the Products.
- Extreme environmental temperature variations or exposure to heat or cold sources.
- Electrical supply inconsistencies (voltage, frequency, etc.).
- Accidents causing harm to persons or property.
- Lifting and handling equipment.

10.3.2 General maintenance services, which are the Buyer's responsibility as described in the Maintenance Manual, are not covered under the warranty.

11. LIABILITIES, INSURANCE, AND INDEMNITIES

11.1 General Considerations

11.1.1 Soraluce's total liability for any claims arising from, or related to, the execution, fulfillment, or breach of the Contract shall be limited to five percent (5%) of the Contract or Order value. Under no circumstances shall the total sum of compensatory items, repairs, and penalties agreed between the Parties exceed this limit.

11.1.2 Soraluce shall not, under any circumstances, be liable for indirect or consequential damages resulting from the supply of Products and/or Services. Such damages include, but are not limited to, loss of use, production, profits,

operational downtime, breakdown of equipment not supplied by Soraluze, workplace accidents, third-party injuries, or environmental incidents.

11.1.3 Soraluze shall not be liable for damages or compensation owed to third parties due to Products supplied and/or Services rendered to the Buyer.

11.1.4 The liability limitations established in this clause shall prevail over any contradictory provisions in other contractual documents unless such provisions further restrict Soraluze's liability.

11.2 Insurance and Repairs

11.2.1 Soraluze commits to maintaining valid insurance policies with financially solvent providers to cover risks and liabilities assumed under Common Law and contractual obligations. Specifically, Soraluze maintains a general and professional liability insurance policy covering:

- General professional activity;
- Activity conducted at the Buyer's facilities;
- Damages caused to third parties;
- Damages to goods entrusted by the Buyer.

11.3 Penalties

11.3.1 Penalties, including their amounts, for breaches of obligations by either Party shall apply only when explicitly agreed upon in the Contract. However, total penalties shall not exceed five percent (5%) of the Contract or Order value.

11.4 Liability for Defects

11.4.1 Soraluze shall be liable for apparent defects in Products only if the Buyer or their designated carrier files a complaint upon delivery or, for packaged Products, within four (4) working days from receipt. Failure to file a claim within this period shall constitute full acceptance of the Products in perfect condition. Apparent defects include missing components, visible quality issues, or damages detectable through a simple inspection.

11.4.2 Soraluze shall not be liable for hidden defects in the Products once acceptance has occurred, as defined in Clause 12.4 of these GCS. Claims for hidden defects must be submitted before formal acceptance; otherwise, the Buyer forfeits any right to seek remedies against Soraluze. Hidden defects refer to those undetectable upon reasonable examination, considering the Buyer's technical expertise.

12. SERVICES SUPPLIED BY SORALUCE AND TRAINING

12.1 General Terms

12.1.1 Soraluze guarantees the proper execution of Services as per the contractual documents.

12.1.2 Unless otherwise specified, Service is included in the final price of the supplied equipment.

12.1.3 Unless explicitly stated in the Offer, the cost of travel, meals, and accommodation for the Buyer's representatives during final acceptance tests at Soraluze's facilities is not included in the price.

12.1.4 Pre-acceptance and final acceptance tests shall be conducted following Soraluze's standard acceptance protocol with representatives from both Parties unless alternative tests are explicitly agreed upon.

12.1.5 If the Services price is distinct from the supplied equipment price, each Party shall bear its respective taxes and duties to ensure full payment of the agreed amount.

12.1.6 Any changes to the standard acceptance protocol shall require Soraluze's prior written approval.

12.2 Pre-Acceptance Tests at Soraluze's Facility

12.2.1 Soraluze shall notify the Buyer of the scheduled pre-acceptance test date using any of the methods specified in Clause 3.4. Testing shall occur by mutual agreement based on availability.

12.2.2 If pre-acceptance tests yield satisfactory results per Soraluze's standard protocol, the Parties shall sign the acceptance protocol and determine shipment dates.

12.2.3 If the Buyer or their representative fails to attend pre-acceptance tests within two (2) working days of the scheduled date, Soraluze reserves the right to conduct tests independently. If results meet the standard acceptance requirements, the pre-acceptance shall be considered valid, even without the Buyer's signature, authorizing shipment as per Clause 6.

12.3 Installation and Start-Up at the Buyer's Facility

12.3.1 The installation site must be fully prepared and free of obstructions before installation begins.

12.3.2 If installation requires a foundation, it must be fully completed before installation. The Buyer is responsible for proper foundation preparation and execution.

12.3.3 The Buyer shall provide necessary lifting systems and equipment for final placement and installation of the Products.

12.3.4 Soraluze reserves the right to be present during unloading operations, which remain the Buyer's responsibility.

12.3.5 Installation and start-up shall be conducted by Soraluze's engineers **and/or** authorized representatives.

12.3.6 Soraluze guarantees proper functioning, provided that workshop temperature variations do not exceed $\pm 5^{\circ}\text{C}$ within an ambient temperature of approximately 25°C .

12.3.7 The Buyer shall provide Soraluze's engineers with necessary tools, lubricants, oils, and equipment for proper installation.

12.3.8 The Buyer is responsible for all required utility connections (electricity, compressed air, water, etc.), ensuring compliance with Soraluze's specifications.

12.3.9 The Buyer must guarantee safe working conditions for Soraluze's personnel during installation and testing.

12.4 Final Acceptance Tests at the Buyer's Facility

12.4.1 Once installation and start-up are complete, the Products shall undergo final acceptance tests per Soraluze's acceptance protocol.

12.4.2 Any Buyer-caused delays in final acceptance tests may result in additional costs.

12.4.3 The Buyer may not use the Products or accessories before signing the final acceptance protocol. Unauthorized use shall be considered full acceptance of the Products, even without a signed protocol.

12.4.4 Upon successful final acceptance testing, the Buyer and Soraluze shall sign the final acceptance protocol.

12.4.5 Once signed, the Buyer is authorized to freely use the Products, and the warranty period shall commence unless already initiated under Clause 10.1.3.

12.4.6 As per Clause 11.4.2, after final acceptance, Soraluce shall not be liable for hidden defects, and the Buyer forfeits any related claims against Soraluce.

12.5 Training Courses

12.5.1 If the Contract or Order includes a training course on Product operation and/or maintenance, the Buyer shall ensure the availability of personnel on the scheduled dates and times.

13. DESIGNS, PLANS, TECHNICAL DOCUMENTATION, AND ILLUSTRATIVE CATALOGS

13.1 Soraluce reserves the right to introduce changes in the technical specifications of its Products as presented in catalogs, advertising materials, or any other informational materials. Such information is provided solely for reference and does not constitute a binding obligation in any sales contract.

13.2 All plans, designs, technical documentation, software, manufacturing or assembly instructions, and any related materials regarding Soraluce's Products remain the exclusive property of Soraluce.

13.3 Without prejudice to the previous provision:

- For Products specifically developed for the Buyer, Soraluce shall provide, if requested, the corresponding plans, designs, technical documentation, software, and manufacturing or assembly instructions relevant exclusively to those Products.
- In all other cases, Soraluce reserves the right to determine the extent and nature of the information that may be shared with the Buyer.

13.4 Under no circumstances shall the Buyer copy, disclose, or transfer such information to third parties without Soraluce's prior written authorization.

13.5 If Soraluce requests the Buyer's written approval of plans, installation requirements, or manufacturing specifications during the production process, the Buyer shall provide a response within ten (10) calendar days from the date of Soraluce's request. Failure to respond within this period shall be deemed as approval, and Soraluce shall bear no liability for proceeding accordingly.

14. FOUNDATION PLANS

14.1 Foundation plans remain the property of Soraluze. The Buyer is solely responsible for the execution of the foundation, as well as any resulting liabilities.

14.2 Soraluze shall provide general foundation specifications, including layout, anchor bolt positions, and load distribution, to facilitate foundation preparation by the Buyer's contracted civil engineering specialists.

15. DUAL-USE AND EXPORT LICENSES

15.1 Dual-Use Regulations

15.1.1 These GCS are governed by Spanish regulations (Law 53/2007, of December 28, 2007, on foreign trade control of defense and dual-use materials; Royal Decree 679/2014, of August 1, approving regulations on the control of foreign trade of defense materials, other materials, and dual-use products and technologies), as well as EU regulations (Regulation (EC) No. 428/2009, amended by Regulation (EU) No. 1232/2011 and subsequent modifications), and international regulations on dual-use controls. Both Parties commit to strict compliance with these regulations.

15.1.2 The Client shall provide Soraluze with all necessary documentation required for compliance with the applicable dual-use regulations. The Client shall be solely responsible for the accuracy and completeness of the information and statements provided. Under no circumstances shall Soraluze be held liable for any wrongful or misleading statements made by the Client.

15.1.3 In the event that the required licenses or authorizations for the export, re-export, or transfer of the Products or Services are not obtained, delayed, or revoked by the relevant authorities, Soraluze shall not be held liable for any consequences arising from such circumstances, including delays or the inability to fulfill contractual obligations.

15.2 Buyer's Obligations and Commitments

15.2.1 The Buyer agrees not to export, re-export, or transfer the Products acquired from Soraluze, either directly or indirectly, without first obtaining the necessary authorizations from the relevant Spanish, EU, and international authorities.

15.2.2 The Buyer shall promptly provide Soraluze with all necessary information regarding the final recipient, specific destination, and intended use of the Products, as well as the applicable dual-use classification requiring export

authorization. The Buyer must also provide a Final Destination Statement, as required under Article 30 of Royal Decree 679/2014.

15.2.3 The Buyer shall hold Soraluce harmless against any claims, legal proceedings, fines, losses, costs, or damages resulting from non-compliance with export control regulations, including the submission of false or misleading information. The Buyer shall indemnify Soraluce for all damages, losses, and expenses incurred as a result of such non-compliance.

16. SUBCONTRACTING AND TRANSFER OF THE CONTRACT

16.1 Soraluce reserves the right to subcontract third parties for the total or partial execution of the works committed under the Contract, while remaining responsible for their proper execution. The Contract and/or Order shall not include any clause imposed by the Buyer that prohibits or restricts subcontracting or the assignment of rights and obligations by Soraluce to the extent that it impedes compliance with the Contract.

17. TERMINATION AND SUSPENSION

17.1 Either Party may terminate or suspend the Contract with immediate effect through written notice under the following circumstances:

- Dissolution or extinction of the legal entity of either Party.
- Declaration of bankruptcy or insolvency of either Party.
- Force Majeure events persisting for more than six (6) months beyond the scheduled delivery date of the Products or Services.
- Mutual agreement between the Parties.
 - If the continuation of the Contract imposes an excessive burden on one of the Parties, making the performance of its obligations unreasonably difficult or costly.

18. LANGUAGE OF THE CONTRACT

18.1 If both Parties reside in the same country or share an official language, the Contract shall be in that language. Otherwise, English shall be the official language of the Contract.

19. APPLICABLE LAW AND ARBITRATION

19.1 These GCS, as well as any Contracts or Orders derived from the commercial relationship between the Parties, shall be governed by Spanish law, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

19.2 Any dispute arising from or related to these GCS or the Contract that cannot be resolved amicably shall be submitted to arbitration before the Arbitration Court of the Official Chamber of Commerce, Industry, Services, and Navigation of Gipuzkoa (Spain). The arbitration tribunal will administer the arbitration and appoint arbitrators in accordance with its statutes and regulations.

19.3 The arbitration proceedings shall be conducted in Spanish, and Spanish common law shall apply.

20. COMPLIANCE WITH EU EXPORT LEGISLATION AND SANCTIONS REGIME

20.1 All commercial operations conducted by Soraluze shall strictly comply with EU export legislation and economic and trade sanctions regulations, including prohibitions on transferring, exporting, re-exporting, or disposing of goods, services, or technology in violation of such regulations. This clause remains enforceable at all times, even if expressly rejected by the Buyer, who assumes full responsibility for any breaches. Soraluze reserves the right to unilaterally terminate any contract or business relationship without prior notice in the event of non-compliance.

21. POLICY ON DATA PROTECTION AND CONFIDENTIALITY

21.1 Soraluze ensures compliance with the General Data Protection Regulation (GDPR) of the EU and the Spanish Organic Law on Data Protection regarding personal data provided by the Buyer. This data will be incorporated into a digital database managed by Soraluze for the purposes of executing contracted services, administrative management, and communications.

21.2 The Buyer may request corrections, cancellations, or oppose data processing by notifying Soraluze in writing.

21.3 Any information obtained by the Parties in connection with the Contract shall be considered confidential and may not be disclosed to third parties or used for any purposes outside the scope of the Contract unless publicly available.

21.4 Disclosure of confidential information to employees shall be strictly limited to what is necessary for the execution of the Contract. The disclosing Party shall ensure compliance with confidentiality obligations by its personnel.

21.5 Upon completion of the contractual relationship, all documentation provided or generated must be destroyed or returned at the written request of either Party, unless legal obligations require its retention. This confidentiality obligation shall remain in effect indefinitely.

22. FINAL PROVISIONS

22.1 In the event that tariffs, duties, taxes, or other import-related charges are imposed or increased after the signing of the sales contract, the Buyer shall bear the full cost of such additional expenses without affecting previously agreed payment obligations.

22.2 Claims against Soraluze by the Buyer shall not entitle the latter to interrupt or deduct payments stipulated in the Contract and/or Order. Any dispute shall be handled separately through mutual negotiation between the Parties.

22.3 The declaration of nullity or inapplicability of any clause in these GCS shall not affect the validity of the remaining clauses, which shall remain in full force.

22.4 Any invalid or inapplicable clause shall be replaced with another clause that best approximates the economic intent of the original provision.

22.5 In the event that any tariffs, duties, taxes, or other import-related charges are imposed or increased after the signing of the sales contract, the Buyer shall be fully responsible for paying such additional costs. Soraluze shall not bear any responsibility or liability for these expenses, regardless of the nature or origin of the tariffs. The Buyer shall reimburse Soraluze for all expenses incurred as a result of these changes within the agreed payment terms.