

General Terms and Conditions of SEW-EURODRIVE España, S.L.U.

§ I General Terms

- (1) The present General Terms & Conditions of Sale shall govern all the orders and contracts received and, in general, all sales or provisions of products and/or services made by "SEW-EURODRIVE ESPAÑA, S.L.U.", hereinafter, the Seller.
- (2) The present General Terms & Conditions of Sale, together with the written offer of the Seller, shall prevail over any kind of negotiation or correspondence, and shall be considered as the only and full agreement between the Purchaser and the Seller with regards to the terms and conditions governing the order or contract. The Seller shall not be obliged by any waiver or modification of the present Terms and Conditions which has not been carried out expressly in written form by the duly-authorized representative.
- (3) The present Terms and Conditions of Sale shall be considered as notified to the Purchaser from the moment he/she receives an offer from the Seller attaching these Terms and Conditions. Alternatively, they shall be considered as notified to the Purchaser if he/she had previously received them during the course of his/her operations with the Seller, always considering them as accepted by the Purchaser for all purposes when placing his/her order.
- (4) In any case, the offer to the Seller expires upon 30 days from its date of issue. However, the Seller reserves the right to fully or partially revoke it at any moment after the receipt of the order.
- (5) In no case shall the Seller be obliged to comply with the order or Contract should such compliance be prevented by any obstacle resulting from national or international regulations of any kind. The Purchaser shall indemnify the Seller for any expenses incurred into by the latter resulting from the Purchaser's failure to comply with such regulations.
- (6) Once the Seller receives an order or Contract from the Purchaser, it may not be cancelled or their terms and conditions modified, unless by mutual agreement of the parties.
- (7) The order or Contract may only and exclusively be considered as accepted by the Seller whenever the latter had expressly accepted through the signature of the document or the delivery of the receipt acknowledgement or order acceptance document.
- (8) The information provided in the catalogues, technical documentation, offers, blueprints, photography, etc. are estimations, and the Seller reserves the right to include, without any previous notice, whatever variations he deems appropriate.
- (9) The data and information provided by the Seller in the offer, calculation, configuration or technical recommendations are indicative and non-binding. Thus, the said information does not release the Purchaser from the duty of verification and proof of the product's technical qualification for the intended use, including any regulation to which it is subject to.
- (10) The intellectual and/or industrial property of the Seller, in all its terms, and the information attached to it, as well as the information of the equipment to be supplied and whatever elements, blueprints, drawings, software, etc., included on them, belong to the Seller or its providers, thus the Purchaser is strictly forbidden from using it for other purposes apart from fulfilling the order, as well as their partial or full copy, delivery or alienation in favour of third parties, without the previous written consent of the Seller.

§ II Prices and Revision

- (1) The supply price refers to goods without packaging, stocked at the Seller's warehouse.
- (2) Prices are based on the costs of materials, labour, legislation, regulations and rules applicable on the date of the offer, and may be subject to the corresponding conveniently prepared and notified method of revision of the Seller.
- (3) Present or future taxation established by the National, Provincial or Municipal Governments that affect the present agreement or any other operation resulting from it shall be borne by the Purchaser.

§ III Delivery

- (1) The Seller shall deliver the supplies to the Purchaser as soon as they are available at its warehouse. Partial and/or advanced deliveries shall be possible, for all purposes. Once the materials or supplies are fully or partially delivered, the ownership as well as loss or damage risks shall be transferred to the Purchaser, unless the sale was

executed with reservation of title as per section VI of the present Terms and Conditions.

- (2) The delivery time shall start to count from the date of receipt by the Seller of the order placed by the Purchaser, as long as the latter had made the first payment, if applicable, in accordance with the agreed terms, and the Seller had received and clarified all the technical or any other kind of information necessary to accurately establish the features of the goods to be supplied and to start their manufacturing.
- (3) If the Purchaser caused a delay in accepting the delivery, or intentionally violated the liability to cooperate, the Seller shall have the right to request indemnity for whatever damages caused, including possible additional costs, without prejudice to any other rights that could correspond to it in accordance with the legislation.
- (4) If all or part of the material or supply was not delivered when it was ready to be delivered due to any of the causes established on section IV, the Seller may consign or deposit the non-delivered supplies after fifteen calendar days from the notice of availability. If so:
 - a) The delivery liabilities of the Seller shall be considered satisfied and the ownership and risks under the terms referred to in point (1) of the present section shall be transferred to the Purchaser, if they had not been previously transferred.
 - b) Any amount payable to the Seller on delivery shall be also payable at the production of the invoice and certification proving such cause.
 - c) The Purchaser shall pay for any expenses resulting from the deposit of the goods.

§ IV Delays in delivery

- (1) The agreed delivery date shall be extended, without liability of the Seller, and for a reasonable term, and as minimum as the time lost due to the causes and in the cases detailed as follows:
 - a) Whenever the Purchaser does not pay, on the agreed date, the advances or instalments agreed.
 - b) Due to the features and/or scope of the supplies requested by the Purchaser, or for any cause incurred into or attributable to the Purchaser.
 - c) Due to direct or indirect force majeure or unforeseen circumstance, in accordance with the contents of section XIII of the present terms and conditions.
- (2) The extension of the previously stated time shall take place even if such cause took place after the Seller had delayed the delivery due to other reasons.

§ V Payment

- (1) The established price shall be paid by the Purchaser on the established dates.
- (2) In case of delay in payments, the Seller, without prejudice to carry out any corresponding action, shall charge the Purchaser any respective financial expense calculated in accordance with the annual interest rate resulting from increasing one interest tax point for discount operations in Commercial Banking valid on the overdue date.
- (3) Furthermore, in case of the Purchaser's delay in payments, or if the seller was aware of a financial deterioration of the former, all credits shall expire immediately and orders pending delivery, upon choice of the Seller, shall be fulfilled upon previous advanced payment or cancelled charging the order's cancellation expenses to the Purchaser.

§ VI Reservation of Title

- (1) The sale shall be considered as executed using reservation of title whenever the total amount payable is not paid on delivery in an irrevocable manner. The said reservation shall be valid for as long as the full amount is still outstanding, and upon the request of the Seller, the Purchaser commits to allow access of the Seller to its facilities, during normal working hours, to retrieve the goods or supplies.
- (2) In case the material or supply subject to reservation of title is at the premises or facilities of third parties, or even incorporated to other products, sets, machines, equipment or installations also property of third parties, upon the request of the Seller, the Purchaser shall be obliged to perform all the necessary actions that allow the Seller to

General Terms and Conditions of SEW-EURODRIVE España, S.L.U.

take control of the goods or supplies as soon as possible. All costs resulting from the above-mentioned operations, including expenses derived from dismantling, packaging and transportation of the materials or supplies, shall be borne by the Purchaser. The Purchaser must maintain and take care of the materials or supplies with due diligence, avoiding any loss or damage, being liable for the maintenance costs and any other resulting from damages caused to the Seller.

- (3) Upon the request of the Seller, the Purchaser commits to recognise the reservation of title in a Public Deed and to register it into the corresponding Register.
- (4) If the Purchaser was declared bankrupt or similar, it shall abstain from including the goods or supplies subject to title of reservation of title into its assets and shall inform the Seller immediately.
- (5) The Purchaser shall abstain from performing any assignment, alienation or levy action for any title over the goods or supplies as long as there is any pending payment for any amount agreed. In case the Purchaser sold the products, goods or supplies, the Seller would be able to claim payment to the new Purchaser, even in case the latter had included them in other machines, sets, products, equipment or installations.

§ VII Packaging, transportation and insurance

- (1) Packaging, transportation and insurance are not included in the Seller's sale price.
- (2) By mutual agreement between the parties or unilateral decision of the Seller, depending on the nature of the goods, they may be delivered packed, and the packaging costs shall be borne by the Purchaser.. Furthermore, transportation and insurance are to be paid by the Purchaser, although the Seller, upon the former's request, may act as intermediary for hiring such services, and for all purposes the Purchaser shall be considered as the loader and liable for the goods.

§ VIII Recognition of the goods, claims and return deliveries

- (1) Once the products are delivered to the Purchaser at the Purchaser's established facilities, the latter shall have five days to verify that the goods delivered match those established in the order or Contract, and ten days to verify if there are material or possible defects in them, and thirty days for hidden or internal defects.
- (2) Within the times provided in point (1) of this section, the Purchaser must notify the Seller in written form and through registered means, of any inconsistency, defect and/or failures found on the goods, and for which the Seller is liable. Elapsed such times, if the Purchaser had not issued any notification to the Seller, the delivery shall be considered accepted and any right to claim shall be terminated.
- (3) The Seller shall not allow returns of any goods unless previous agreement between the parties. The process for returning the goods, as well as the amounts to be paid, shall be decided by the Seller. The Purchaser shall pay for packaging, transportation and insurance.
- (4) The Seller shall never allow the return of goods which had been unpackaged from their original packaging, used or mounted in equipment or installations, or subject to disassembly carried out by others than the Seller, or which had been specially designed or manufactured for the Purchaser, or if more than three months had passed since their date of delivery.

§ IX Inspection, tests and documentation

- (1) Inspections by the Purchaser or its representatives to verify the Seller's manufacturing and packaging processes are not allowed, unless they are expressly accepted by the latter. The corresponding expenses caused to the Seller during the inspection process shall be borne by the Purchaser.
- (2) The Seller shall perform whatever tests on the goods in accordance with its procedures and quality standards. Additional tests are accepted upon previous express authorisation of the Seller, and the Purchaser shall pay for any expense resulting from them.
- (3) The documents required on delivery shall be the ones legally required by Spain and which the Seller agrees to provide in accordance with its quality standards and procedures. Additional documentation may be provided upon previous express authorisation

of the Seller, and the Purchaser shall pay for any expense resulting from it.

§ X Export limits

- (1) The goods, supplies and/or services described on the offer and/or order/Contract may be subject the export control regulations established by local and international regulations, and in particular, by the Spanish, European or American laws, due to the intended usage or final destination of the goods and/or service. This means that each order is accepted considering that the delivery, supply or service is not forbidden under such regulations. The Purchaser must comply with such regulations and obtain and provide the Seller all the permits, authorisations or approvals required to comply with the Agreement.
- (2) The purchaser expressly releases the Seller from any liability against any process, claim, action, penalty, expense and damages resulting from the non-compliance by the Purchaser with the export control regulations and rules.
- (3) If subject to any requirement of export control verification, the Purchaser commits to immediately provide the Seller with all the necessary information regarding the final client, final destination and specific usage of the goods or services provided by the Seller.

§ XI Guarantees

- (1) The Seller guarantees its products against and directly and exclusively material or manufacturing defect for a period of twelve months from the moment they are ready for delivery, as long as the Seller is immediately notified about it and such defect is appropriately proven.
- (2) The guarantee implies that the goods have been subject to an appropriate installation, manipulation, usage and maintenance, in accordance with the instructions of their user's and maintenance manuals. The corresponding tasks and parameters of these actions must be registered in the installation, commissioning and maintenance book.
- (3) The guarantee shall not apply to damages caused by negligence from third parties, applications deemed improper or different to the ones considered, incomplete or faulty assemblies, or elements which have a perishable nature, or which would be normally worn out during the guarantee period.
- (4) Goods, equipment, products or components provided but not manufactured or produced by the Seller shall be exclusively subject to the guarantee defined by their manufacturer or supplier. The Seller shall transfer to the Purchaser, as much as possible, any right resulting from any guarantee that the manufacturer or supplier has granted to the Seller.
- (5) The guarantee shall be considered expired when the supply service had started with support or assistance from the Seller's staff and this action is not carried out as expected. It shall also be considered expired when, in case of malfunction, the necessary means to mitigate the damages in the material or supplies are not taken.
- (6) By virtue of this guarantee, the Seller, as per its choice, commits to repair or replace the defective parts at the place it decides, in accordance with point (1) of this section, and the replaced unit shall become property of the Seller. The eventual cost of transportation for repairs is not included in the guarantee.
- (7) In no case shall the Seller be liable for the actions performed by staff outside its organisation.
- (8) The present guarantee is the only one for which the Seller is liable with regards to the products included in this Agreement.
- (9) The action to effect the guarantee shall prescribe after six months of the finding of the defects, always within the times indicated on point (1) of this section..

§ XII Limitation of Liability

- (1) The total liability of the Seller, including any employee, distributor, subcontractor or any other person acting in representation of the Seller, for any agreement-related or out-of-agreement claim resulting from the purpose of the present order, agreement or Contract shall be limited to the price of the product or service or component subject to such claim.

General Terms and Conditions of SEW-EURODRIVE España, S.L.U.

- (2) The Seller or its employees, distributors, subcontractors or any person acting in representation of the Seller shall never be liable for damages such as, amongst others, loss of profit, financial expenses, Purchaser's clients' claims due to interruption of supply service, and in general, any other expense incurred into due to labour, general expenses, transportation or replacement of industrial installations or supply sources, or any other special, indirect or resulting damage or loss of any kind.
- (3) Due to its essential nature, the release of liability laid down in the present provision shall prevail over any other included in any other contractual document when it is contradictory or inconsistent with it, except if such provision restricts the Seller's liability even more.

§ XIII Force majeure or unforeseen circumstances

- (1) Should the Seller be fully or partially impaired from the performance of its contractual duties, for force majeure or unforeseen circumstances, the compliance with the obligations or commitments affected shall be put on hold, without liability of any kind from the Seller, during the time which is reasonably necessary in accordance with the circumstances.
- (2) Force Majeure or unforeseen circumstances shall be any unforeseen and unexpected situation or event, or which was foreseeable but unavoidable, as well as any cause beyond the reasonable control of the Seller, including but not limited to: strikers of the suppliers, logistics operators and services, natural catastrophes, floods, thunderstorms, riots, strikes, labour conflicts, Seller's or its subcontractors' stoppages, sabotages, acts/omissions or interventions of any kind from the government or its agencies, accidental stoppages at the Seller's premises due to breakdowns, delays or rejections in the delivery of materials or components, delays in applying for official permits or documents, impossibility to find manpower, means of transportation, etc. and other causes of force majeure envisaged in the current legislation which directly or indirectly affect the Seller's activities.
- (3) In case the causes for force majeure or unforeseen circumstances persist for more than three months since their first occurrence, the Parties shall negotiate to find a just and proper solution for the situation in the following thirty days.

§ XIV Termination

- (1) The Parties may terminate the order or contract immediately if any of them seriously and substantially failed to comply with its obligations. For this, the other Party must be previously notified in written form. No failure to comply with the order or contract shall be considered serious or substantial unless the failing Party had been previously notified in written form and had not solved such failure within the thirty days following the notification. Apart from this, the following cases shall also be a valid cause for termination:
 - a) Cessation of activity of any of the Parties.
 - b) The dissolution or liquidation of any of the Parties, except for merger operations within the Group that each of them could belong to.
 - c) The continuity of the causes for force majeure or unforeseen circumstances for more than the period stated on point (3) of section XIII without having found a just and proper solution for the problem.
 - d) Any other cause of termination expressly stated in other provisions of the present terms and conditions.
- (2) Consequences of the termination of the order or Contract:
 1. The Purchaser shall pay the Seller the amount corresponding to the material or supplies already delivered, in accordance with the prices laid down in the order or Contract.
 2. The Purchaser shall pay the Seller the amount of the materials or supplies pending delivery, including the one corresponding to those issued by the Seller to third parties, as long as it is possible to cancel them, assessing the value of such material or supplies in a justified manner, according to the status of production at the moment of the termination. Whenever the Seller cannot terminate orders issued to third parties, and must receive such materials or supplies, the Purchaser must pay the full amount of the materials or supplies once the Purchaser receives them.

3. In case of termination of the order or Contract upon request of the Purchaser, the latter shall make a payment for the total price of the order or Contract to the Seller.
4. The Seller shall have the right to receive compensation for damages suffered due to non-compliance from the Purchaser.

§ XV Non-disclosure and Data Protection

SEW-EURODRIVE ESPAÑA, S.L.U., commits with the confidentiality and privacy of your personal data. Thus, we have implemented safety measures to protect them in compliance with the European General Data Protection Regulation (GDPR) and other applicable legislation, as explained below:

- a) Controller: SEW-EURODRIVE ESPAÑA, S.L.U. – Parque Tecnológico de Zamudio, Edificio 302, 48170 Zamudio, Vizcaya – T: 944318470 – sew.spain@sew-eurodrive.es
- b) Purpose: To manage the order or Contract and/or to provide the requested service. Furthermore, and as far as it is legally possible and while you do not state the contrary, we will keep you informed about possible similar products or services that could interest you.
- c) Legal Basis: The performance of the order or Contract and/or provision of the requested service, as well as the legal obligations related to accounting, auditing and taxation. Offering similar products and services is validated in the data protection regulations based on legitimate interests, as well on the new electronic commerce regulations.
- d) Recipients: The personal data provided may be disclosed to companies providing services to SEW-EURODRIVE ESPAÑA, S.L.U., on labour management, accounting, taxation and auditing matters. In these cases, such companies shall be the processors. Such data shall also be notified to the parent company of the group, SEW-EURODRIVE Verwaltungs-GmbH, for merely administrative and internal purposes. In no case the safety of your data shall be compromised.
- e) Rights: You have the right to access to your personal data and to know if SEW-EURODRIVE ESPAÑA, S.L.U. is processing the personal data you ask about. You may also ask to correct inaccurate data or to erase them when, amongst other reasons, the data are no longer necessary for the purposes for which they were collected, or to object to the processing we make in order to send you communications or commercial information. The data provided shall be kept for as long as you do not request us to erase them.

§ XVI Disputes - Jurisdiction

- (1) Any dispute directly or indirectly resulting from this Agreement shall be subject to the Judges and Courts of Bilbao, expressly waiving any other jurisdiction.
- (2) The provisions laid down in the present document shall not imply in any case the reversal of the burden of proof.

§ XVII Validity

These Sale Terms and Conditions shall enter into force on the fifteenth of June of two thousand and eighteen, terminating and replacing any other with previous date, effect or effectiveness.