

**1. SCOPE**

The Sales Clauses that are described below, bind ENGINEERED LAND SYSTEMS, S.L. (hereinafter ELS) and the customer with whom the Orders for the supply of materials or services are arranged. All orders, quotes and offers made and / or accepted by ELS are governed by this condition, which will be applicable unless otherwise indicated in writing.

**2. ACEPTACIÓN**

In the event of an order, ELS will have a maximum of 14 calendar days to agree or not in writing as well as update the delivery period indicated in the offer. Likewise, ELS will notify the availability of the goods at least 5 days in advance in order for the client to make the pertinent reviews as well as supply any type of documentation that may condition the delivery of the product or service, the client being the responsibility of said delay. Once the order is accepted, any subsequent modification thereof is subject to a study of potential additional costs that must be borne by the customer. Said additional costs will be notified before executing the update of the order for prior acceptance by the Client.

In the event of Cancellation, it must be accepted in writing by ELS and indemnify the expenses incurred. The Client will have the right to demand the delivery of the partial product or service at the time of Cancellation.

The conditions and terms of sale described here are understood and accepted and will apply in the event of any type of conflict.

**3. DELIVERY, DEADLINES and FORCE MAJEURE**

The delivery of the products will be as a rule in EXW Tomelloso (Spain) conditions unless otherwise indicated in writing. Likewise, any customs and export management expenses must be borne by the client.

Delivery times must be indicated in writing in the order confirmation. These deadlines will be updated and may imply delays or advances. In case the deadlines are binding / obligatory, they must be reflected in the customer's Purchase order. Partial deliveries are allowed if it falls within the customer's acceptance conditions. During the delivery period ELS reserves the right to modify designs and / or equipment if technically or practically reasonable for technical reasons to adjust the product to the Customer's requirement.

In the event of any claim, it must be submitted to ELS within a reasonable period of time, in no case exceeding 4 weeks. Any damage generated or total or partial loss in the goods supplied is the responsibility of the customer once the goods are made available to the Customer.

All the documentation generated by ELS in relation to the work documentation generated by the order and delivery order of the product and / or services will take into account the Client's order numbers as well as any additional data / numbering that the Client has indicated as well as the information that ELS is obliged to include by law.

Force majeure shall be understood as any unforeseeable and exceptional situation or event beyond the control of the parties that prevents any of them from fulfilling any of their obligations under the Contract, which is not due to error or negligence on their part and which has not been able to be avoided even by acting with due diligence. In the event that ELS is in a situation of force majeure, it will notify the Client by making a statement of the nature of the same and providing a forecast of the new supply conditions.

**4. PRICES AND TAXES**

Unless otherwise indicated, prices are in EXW Tomelloso conditions. The validity of the offers is indicated in each of the offers. Unless otherwise indicated, they are not valid for more than 3 months from the date of issue of the offer.

The prices valued in the offer do not include sales or use, consumption, or similar taxes, as well as any future taxes that may be generated. In the case of export, the Client must provide ELS with the necessary documentation for tax exemption purposes to be able to present the Spanish Tax Agency beforehand (see DUA).

**5. FORM OF PAYMENT**

The form of payment must be clearly identified in the proposal. Otherwise, the total bill must be paid and before the supply of the product or service. In the event that the client requests credit payment conditions, ELS reserves the right to allow it as long as our credit insurer, Solunion (Euler Hermes Group) covers the operation for the full amount of the operation. In the event that the insurance entity notifies changes in the coverage and this implies a total or partial overdraft of the operation, ELS will inform the client of this in order to renegotiate the payment method. In case of having an agreement for payment on credit, a 1.5% monthly interest will be imposed for every 30 days of delay in payment.

In the event that the client does not have forms of payment, guarantees (or bank guarantees) or confirmed and irrevocable letters of credit will be accepted. The costs derived from the generation of these payment guarantees will be borne by the Client.

In the event that the payment conditions imply advances, ELS undertakes to supply advance invoices within the week following payment.

**6. WARRANTY**

The Client agrees that the resources set forth herein are the sole and exclusive resources of the Client. ELS, solely and exclusively in the terms and conditions established below, guarantees, at its sole option, to repair in Ex-Works Tomelloso terms, or to replace any good or service sold to the Client whenever ELS considers the product or service defective in material or workmanship and no event as a result of: (1) damage due to normal wear and tear, (2) damage due to failure to follow instructions or maintenance, (3) third parties performing work on Customer's goods or services without authorization or prior instructions from ELS, and (4) any negligence of the Client or its agents. The Client must examine the goods or services provided by ELS, both in terms of the quantity and quality of the goods or services delivered, immediately once the Client makes the final inspection at the ELS facilities and / or receives the goods. or services purchased or during. The Client must notify ELS in writing within fifteen (15) days after the date of receipt of said goods or services about any defect in quantity or evident defect in quality. In the event of any type of notification, ELS undertakes to respond to the reported incident within a maximum of ten (10) days. In the event that the Client has provided erroneous or incomplete information or has approved the product in the factory inspection, ELS reserves the right to consider it a guarantee or not and so the charges derived from said changes are borne by ELS or the Client.

Unless a different warranty period is agreed in writing, ELS guarantees coverage against all defects that may appear or occur for a maximum period of 12 months from the date of delivery.

**7. INDUSTRIAL/INTELLECTUAL RIGHTS**

Any right, whether industrial or intellectual, derived from the work, specifications, drawings, manuals, software, samples or any other documentation generated by ELS and supplied to the Client, belong to ELS. ELS will not have to pay additionally for any type of information that it requires from the Client to carry out the contract activities.

**8. RESERVATION OF ACTIONS**

If ELS does not exercise any of the actions that derive from these General Conditions, it does not imply a waiver of its rights, which may be exercised at any time, if applicable.

**9. LITIGATION**

For issues and disputes arising from ELS requests, the parties expressly waiving their own jurisdiction, submit to the Courts and Tribunals of Alcázar de San Juan.

**10. DATA PROTECTION**

In compliance with the Organic Law on Personal Data, we inform you that your personal and contact data are incorporated into customer and contact files in order to serve as a contact list for people related to our company and to carry out the tasks informative and commercial prospecting of the company. You have the possibility to exercise the rights of access, rectification, cancellation and opposition that legally correspond to you by letter addressed to ENGINEERED LAND SYSTEMS, S.L. Ref. Data protection, Ctra. De Argamasilla de Alba, km 1.9 - 13700 Tomelloso (Ciudad Real). We would appreciate if you could inform us as soon as possible of any changes that may occur in your personal data. Likewise, ELS undertakes, in the use of the data included in the file, to respect its confidentiality and to use it in accordance with the purpose of the file.

**11. TIME PRESERVATION OF RECORDS**

ELS undertakes to keep all the information and records for a maximum period of 5 years.

**12. EXPORT CONTROL**

All parties must comply with all export regulations and laws applicable to the European and United States environment, these being non-limiting.

**13. CONTROL OF CORRUPTION AND BRIBERY**

The client undertakes to comply with and respect all codes, regulations, sanctions and laws related to anti-bribery and anti-corruption, including (but not limited to) European, United States and United Nations regulations and legislation. For this, the Client agrees to:

- Comply with the ELS Code of Conduct that can be found at: [www.els-industries.com](http://www.els-industries.com)
- Comply with the regulations described above and those applicable in particular to the Client's environment.

- Notify all parties involved in the project of the need for a commitment to comply with this clause.
  - Keep records of transactions and payments derived from any contract with governments in accordance with anti-corruption and anti-bribery laws and make them available to ELS, if applicable.
  - Provide at the request of ELS a written and signed document that the Client complies with all the regulations that are the object of this clause. In case of written request, the Client must allow verification of compliance by auditing its records.
  - Immediately notify ELS of any suspicion or information of a breach of this clause by any of its workers, subcontractors, agents, consultants or any other intermediary.
  - In the event that the Client breaks or breaches this clause, ELS reserves the right to unilaterally terminate any contract subject to these General Sales Clauses without prior notice, exempting ELS from any derivative liability.
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