GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- **"Terms of Sale":** These General Terms and Conditions of Sale.
- **"Seller" / "Rolloy Marine":** Rolloy Marine S.L.U., a company incorporated under Spanish law.
- **"The Customer":** The natural or legal person who places an Order with Rolloy Marine S.L.U.
- **"The Order":** The Customer's instruction or request for the supply of Products.
- **"The Products":** Goods, items, or components subject to the Order.
- **"Order Confirmation":** Express written acceptance issued by the Seller.
- **"The Price":** Amount of the Products (excluding VAT and taxes) indicated in the Order Confirmation.
- **"The Contract":** Commercial sales agreement between the parties governed by these Terms.
- **"VAT":** Value Added Tax pursuant to Law 37/1992 or applicable tax regulations.

2. CUSTOMER WARRANTIES

By placing an Order, the Customer expressly declares and warrants:

- **2.1.** If acting on behalf of a company or entity, that they possess sufficient legal representation powers to bind it.
- **2.2.** If a natural person or self-employed worker, that they are over 18 years of age with full legal capacity.
- **2.3.** That the information provided is accurate, complete, and truthful, being solely responsible for any errors or inaccuracies supplied.
- **2.4.** Their unconditional acceptance of these Terms, excluding any other condition not formally accepted in writing by Rolloy Marine S.L.U.
- **2.5.** That the Contract corresponds to the formal offer made by Rolloy Marine and not to verbal statements not set down in writing.
- **2.6.** To submit to Spanish legislation and the competent Courts and Tribunals established in Clause 17.

3. PERFECTION OF THE CONTRACT

- **3.1.** Every Order is subject to the formal acceptance of Rolloy Marine S.L.U. by means of a written Order Confirmation or, in urgent cases, by the actual dispatch

of the Products. The Contract shall be perfected upon the occurrence of either of these events.

- **3.2.** Sales are understood to be formalized exclusively under these Terms, unless otherwise agreed explicitly by an annex signed by both parties.

4. PRICES AND TAXES

- **4.1.** Unless otherwise stipulated, applicable prices shall be those in force on the date of the Order Confirmation issued by Rolloy Marine S.L.U.
- **4.2.** Prices are understood to be **Ex Works (EXW)** at the place indicated in the Order Confirmation, Incoterms 2020. They do not include special packaging costs, freight, insurance, VAT, or other applicable taxes, which shall be borne entirely by the Customer.

5. DELIVERY AND TRANSPORT

- **5.1.** Delivery dates are merely indicative, and the Seller shall not be liable for eventual delays attributable to transport, manufacturers, suppliers, or other causes beyond the Seller's reasonable control.
- **5.2.** The Customer may not refuse to receive the goods due to reasonable delays in delivery.
- **5.3.** Unless expressly indicated in the Order Confirmation, deliveries shall be governed by the EXW Incoterm, Incoterms 2020, at the location designated in said Order Confirmation. Any shipping or insurance management carried out by Rolloy Marine shall be considered as a mandate on behalf and at the risk of the Customer.
- **5.4.** In fractional deliveries, each shipment shall be treated as an independent contract.
- **5.5.** The delivery note issued by the Seller shall serve as proof regarding the quantity delivered, unless proven otherwise notified within the following 7 calendar days.

6. PAYMENT AND LATE PAYMENT

- **6.1.** Payment shall be made in the stipulated currency within **30 calendar days** following the date of issuance of the Rolloy Marine S.L.U. invoice, unless otherwise agreed in writing.
- **6.2.** In the event that advance payment is required, the effectiveness of the Contract is conditioned upon the firm collection of said amount.
- **6.3.** Payments by commercial instruments (promissory notes, cheques) shall only have a discharging effect once effectively cleared into the account.

- **6.4.** In case of default, the late payment interest regime of **Law 3/2004** of December 29, plus the legally provided collection costs, shall apply by operation of law.
- **6.5.** The Customer may not apply withholdings or offsets to their payments alleging pending claims against the Seller.

7. RETENTION OF TITLE AND RISKS

- **7.1.** Risks regarding the merchandise are transferred to the Customer from its making available in accordance with the agreed Incoterm.
- **7.2.** Retention of Title: Rolloy Marine S.L.U. retains full ownership of the products until full payment of the invoice and inherent costs.
- **7.3.** The Customer must store the Goods in a manner identifiable as the property of Rolloy Marine S.L.U. until full payment.
- **7.4.** In the event of any payment default, Rolloy Marine S.L.U. may demand the immediate return of the Products whose ownership it retains pursuant to this retention of title, without prejudice to exercising any corresponding legal actions.

8. INSPECTION AND CLAIMS

- **8.1.** All information regarding weights, measurements, or characteristics in catalogs or the web is merely approximate.
- **8.2.** The Customer must examine the Products upon receipt and notify Rolloy Marine S.L.U. in writing of any damage, shortage, quantity discrepancy, or apparent defect within a maximum period of three (3) calendar days from receipt. After this period, the Products shall be deemed compliant regarding such apparent defects, without prejudice to claims that may correspond for hidden defects pursuant to the applicable warranty.
- **8.3.** Following notification, the Customer shall keep the merchandise unaltered for 14 days to allow inspection by the Seller.
- **8.4.** Once non-conformity attributable to the Seller is verified, Rolloy Marine S.L.U. may, at its sole discretion, repair, replace the merchandise, or credit its amount via a credit note.

9. COMMERCIAL WARRANTY

- **9.1.** Unless expressly established otherwise in the Order Confirmation, products shall be subject to the warranty period, scope, conditions, and exclusions established by the corresponding manufacturer. Rolloy Marine S.L.U. shall process qualifying warranty claims with the manufacturer.
- **9.2.** The total liability of Rolloy Marine S.L.U. shall in no case exceed the net amount paid for the affected Product, excluding compensation for loss of profit or consequential damages. When the Products supplied by Rolloy Marine S.L.U. have

been manufactured by third parties, their technical specifications, characteristics, performance, tolerances, instructions for use, and warranty conditions shall be those established by the manufacturer, barring an express written commitment from Rolloy Marine S.L.U.

- **9.3.** The total liability of Rolloy Marine S.L.U. shall under no circumstances exceed the net amount paid for the affected Product. To the extent permitted by applicable law, any liability for loss of profit, production or exploitation loss, loss of use of the vessel, loss of freight, off-hire, delays, loss of contracts or profits, and any indirect or consequential damages is excluded.
- **9.4.** Exclusions: Consumables, parts subject to normal wear and tear, failures due to unauthorized assembly, misuse, or handling contrary to the Seller's instructions are excluded from the warranty.

10. INDUSTRIAL PROPERTY AND INDEMNIFICATION

The Customer shall indemnify Rolloy Marine S.L.U. against any third-party claims arising from manufacturing in accordance with drawings, samples, or data provided by the Customer that infringe third-party rights.

11. OCCUPATIONAL SAFETY

The Customer assumes the obligation to handle and install the Products in accordance with technical recommendations and applicable occupational risk prevention regulations.

12. CONTRACTUAL TERMINATION

Rolloy Marine S.L.U. may terminate the Contract by operation of law in the event of non-payment, declaration of the Customer's insolvency proceedings (concurso de acreedores), or serious breach of these Terms.

13. CANCELLATION BY THE CUSTOMER

The Customer may only cancel or modify an Order with the prior written authorization of Rolloy Marine S.L.U., subject to payment of applicable costs and indemnities.

14. FORCE MAJEURE

Neither party shall be liable for delays or non-performance attributable to Force Majeure causes pursuant to Art. 1105 of the Civil Code, including strikes, natural disasters, governmental restrictions, or extraordinary third-party supply failures.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- **15.1.** Drawings, schematics, and technical documents delivered to the Customer shall remain the exclusive property of Rolloy Marine S.L.U. and may not be disclosed or reproduced without written authorization.
- **15.2.** If an Order is not executed, the Customer shall return or securely destroy all technical material received.

16. ASSIGNMENT AND THIRD-PARTY RIGHTS

The Contract is personal to the Customer, who may not assign, transfer, or encumber the rights or obligations derived from it in favor of third parties without the prior written consent of Rolloy Marine S.L.U. The attribution of rights or benefits to third parties not party to the Contract is expressly excluded.

17. APPLICABLE LAW AND JURISDICTION

The Contract and all commercial operations of Rolloy Marine S.L.U. shall be governed and interpreted in accordance with Spanish legislation. For the resolution of any litigation or controversy, the parties submit to the exclusive jurisdiction of the Courts and Tribunals of Rolloy Marine S.L.U.'s registered office.

18. MODIFICATIONS

Any modification, alteration, addition, or limitation of these Terms of Sale shall only be valid if agreed in writing, expressly references the Contract, and is annexed to the Order Confirmation.

19. WAIVER OF RIGHTS

The granting by Rolloy Marine S.L.U. of grace periods, moratoriums, or any other indulgence to the Customer shall in no case constitute a waiver or impairment of its right to demand strict compliance with its contractual rights.

20. NOTICES

- **20.1.** Formal notices must be made in writing (certified mail, burofax, or verified email) to the addresses stated in the Order or Order Confirmation.
- **20.2.** Notice shall be deemed received 48 hours after dispatch (or 96 hours if sent to or from outside national territory).

21. GENERAL PROVISIONS

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    - **21.1.** Clause headings are purely informative and shall not affect the interpretation of the Contract.
    - **21.2.** The Seller's rights and remedies recognized herein are cumulative and not exclusive.
    - **21.3.** Severability: If any provision is declared null or ineffective by a court, such invalidity shall not affect the remaining clauses, which shall remain in full force and effect.