

General Conditions of Contract (GCC)

Platforms and grandstands sale

1 General Conditions – Scope of application

- 1.1 The following General Conditions of contract shall apply to all present and future business relations between **Nussli Iberia, S.A.** (hereinafter referred to as NUSSLI) and its customers.
- 1.2 In case of contradiction between the General Conditions and the Special Conditions of each contract, the latter shall prevail over the former.

2 Conclusion of the contract

- 2.1 NUSSLI's offers are non-binding. NUSSLI reserves the right to make, within a reasonable framework, technical modifications, as well as changes in shape, color and/or weight.
- 2.2 By placing an order for goods, the customer makes a binding declaration of their willingness to purchase the ordered goods. NUSSLI is entitled to accept the contractual offer inherent in the order within two weeks of receipt. Acceptance may be in writing or by delivery of the goods to the customer.
- 2.3 Conclusion of the contract is conditional upon timely and correct delivery by NUSSLI's own suppliers. This applies only in the event that NUSSLI is not responsible for the failure to deliver, in particular in the event of the conclusion of a hedging transaction with our supplier. The customer shall be informed immediately that the service is not available. The return of the consideration shall be made without delay.

3 Reservation of title

- 3.1 NUSSLI shall retain title to the goods as long as all claims arising from the ongoing business relationship with the customer have not been settled. Thus, in the event of a purchase and sale, the transfer of ownership of the goods shall not occur until the purchase and sale price stated in the contract has been paid in full, since NUSSLI reserves title to the delivered goods. Therefore, the purchase and sale is subject to a resolutive condition. The place of performance of the contract is set in Barcelona, so any payment must be made in Barcelona and in the manner set forth in the contract.
- 3.2 If the customer, prior to full payment of the purchase and sale price of the materials, is in a state of Suspension of Payments, Insolvency or Bankruptcy, they shall immediately notify NUSSLI of their situation, as well as inform the competent Court of the existing reservation of title on the goods of the contract.
- 3.3 The customer undertakes to treat the goods with care. Should maintenance and inspection work be necessary, the customer shall carry out such work on a regular basis at their own expense.
- 3.4 The customer shall inform NUSSLI without delay in the event that third parties have access to the goods, e.g. by seizure, as well as of any damage to the goods or their disposal. In the event of a change of ownership of the goods as well as a change of the customer's own address, the customer shall immediately inform NUSSLI.

- 3.5 If the customer is in breach of contract, in particular through default of payment or breach of a contractual obligation in accordance with Paragraphs 3 and 4 of this clause, NUSSLI shall be entitled to withdraw from the contract and to demand the return of the goods.
- 3.6 In the event that the purchaser wishes to resell the goods supplied subject to reservation of title before full payment, he shall notify NUSSLI in advance and settle the outstanding portion of the purchase and sale price or enter into an agreement in writing, to pay such debt with the payments made by the third party purchaser of the goods, for which purpose the customer shall assign any claims they have against such third party purchaser to NUSSLI, whereby any amount received by the purchaser from the third party purchaser shall be deemed to have been received in trust. NUSSLI reserves the right to collect the receivables on its own account, as soon as the customer does not duly comply with their payment obligations and are in default.
- 3.7 The processing and preparation of the goods by the customer shall always be carried out in the name of and on behalf of NUSSLI. If the goods are processed with items that do not belong to NUSSLI, then NUSSLI acquires co-ownership of the new product in proportion to the ratio of the value of the goods supplied by NUSSLI to the other processed items. The same condition shall apply if the goods have been mixed with other items that are not the property of NUSSLI.

4 Delivery deadlines

- 4.1 The delivery deadline of the materials to be supplied shall be as agreed by the parties, and the date of receipt of the Contract signed and duly accepted by both parties shall be taken as the starting date of said deadline.
- 4.2 The delivery deadlines shall start to count as long as, in addition to the abovementioned, the final geometry to be solved, as well as all the necessary data, in each case, to be able to define the technical design and the choice of material, are in NUSSLI's possession, with the plans and complete technical documentation signed by the Customer.
- 4.3 Variations made to the original project must be communicated to NUSSLI in writing, either with the modified plans clearly mentioning the variations affecting the formwork or scaffolding, or in writing, in both cases unequivocally describing the aforementioned variations, in a dated request signed by the Customer.
- 4.4 Modifications made to the original data that alter the offered solution may lead to changes in the delivery deadlines initially set, as well as in the agreed price. In such case, such variations, once estimated, shall be communicated in writing to the Customer, who shall proceed to their written approval.
- 4.5 NUSSLI reserves the right to modify the final design of the offered solution in order to improve its functionality without compromising its quality.

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5 Conditions of delivery of material and equipment

- 5.1 No material shall be delivered unless the Contract (i.e. the Offer, the Special Conditions and these General Conditions) has been accepted in writing, dated and signed, or, as the case may be, the Customer's official order duly signed by the Customer, together with the General Conditions, and accepted by NUSSLI.
- 5.2 The Customer shall provide NUSSLI with a copy of the occupancy permit and/or loading and unloading permit of materials 72 hours in advance, in working days, of the shipment of the transport. Otherwise, any incident, cost and/or penalty under this heading shall be the sole responsibility of the Customer, and NUSSLI may pass on any cost attributed to it for this reason.
- 5.3 The Customer must have a person on the construction site authorized to sign the delivery notes of the material submitted by the carrier or the person authorized by NUSSLI for this purpose, who shall be obliged to write their ID card number, name and surname on such documentation.
- 5.4 This authorized person who signs the delivery notes and the obligatory nature of the data to be provided must be extended to those shipments that the customer carries out by their own means.
- 5.5 Upon arrival of the material at the Customer's facilities, the Customer has 72 hours to verify the delivered items. Any discrepancies must be communicated in writing to NUSSLI within this period. In the event that NUSSLI does not receive any notification or complaint within this period, the list and description of all item(s) mentioned in the delivery note(s) shall be fully valid between the parties.

6 Remuneration and payment for materials and services rendered

- 6.1 The purchase price offered is binding. The purchase price shall be subject to the Value Added Tax in force set forth by law.
- 6.2 All shipping costs incurred by NUSSLI shall be added to the purchase price.
- 6.3 Payment shall be made by delivery of promissory notes or other guaranteed and accepted means of payment, due within [30] days from the date of invoice. The delivery of these promissory notes or bills of exchange shall be made by the Customer to NUSSLI within 5 days from the date of the invoice to be paid. Once these deadlines have been due, the customer shall be in default.
- 6.4 For the period during which the customer remains in default and for the amount owed, the customer shall pay interest, which is set at the legal interest rate fixed by law plus 8 points. The exercise of the right to prove and demand compensation for greater damage caused by late payment is expressly reserved. Failure to make one or more payments when due or to comply with the payment terms set forth in this Contract shall entitle NUSSLI to take any or all of the following actions at NUSSLI's option: (i) demand cash payment in cash against delivery of materials; (ii) change the date of any outstanding delivery of materials or services, suspend or cancel it; (iii) demand the immediate return of all unpaid materials or

remove them from the construction site; (vi) and/or declare the early maturity of any outstanding invoices with immediate effect, without this constituting a breach of contract by NUSSLI.

- 6.5 The customer shall only be entitled to compensation if their counterclaims are legally valid or have been recognized by NUSSLI.
- 6.6 These conditions shall apply unless otherwise agreed in the Offer or Special Conditions.
- 6.7 Invoices must be paid without withholdings, offsets or deductions of any kind.
- 6.8 Furthermore, and without prejudice to the foregoing, in the event that payment of the invoice is delayed, NUSSLI may demand the payment of all interest and financial expenses provided for in Law 3/2004 on Combating Late Payment in Commercial Transactions or the rule that replaces it, plus the reasonable costs of lawyers and solicitors that the claim of the credit generates.
- 6.9 NUSSLI may apply any payment it receives from the Customer to any of the Customer's outstanding accounts at its discretion.
- 6.10 Invoices must be paid within 30 calendar days from the date of issue of the invoice.
- 6.11 Once the customer has made use of the purchased material, the service shall be considered accrued and, consequently, payment shall be obligatory.

7 Withdrawals of material and equipment due to non-compliance, both in the case of material for sale or lease

- 7.1 In case of breach by the Customer of any of the conditions set forth in this Contract, or non-payment of any of the invoices or bills when due, NUSSLI shall be entitled:
- 7.1.1 to remove the materials covered by the contract from the construction site (whether by way of sale or lease), this clause serving as the Customer's express and irrevocable authorization, not only for the removal of the material, but also for entry into the construction site, premises or place where the materials are located for this purpose.
- 7.1.2 to terminate this Contract immediately, by simply notifying the Customer in writing to this effect.
- 7.1.3 The Customer shall be fully responsible for any factual or legal difficulties that arise for NUSSLI in the removal of its materials from the construction site, even if caused by third parties to the Customer.

8 Assignment of risk

- 8.1 The risk of the possible disappearance and possible deterioration of the goods shall pass to the customer upon delivery of the goods; in the case of mail order, upon delivery of the goods to the sender, carrier or to the person or entity in charge of the dispatch of the shipment.
- 8.2 The fact that the customer delays in accepting the goods (mora accipiendi) is equivalent to the supply of the goods.

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9 Warranties

- 9.1 In case of defects in the goods, NUSSLI shall exercise warranty actions, and may choose to repair or replace the goods.
- 9.2 In the event that subsequent performance fails, the customer shall have the option to demand a reduction of the remuneration (rebate) or cancellation of the contract (termination). However, if the breach of contract is minor, in particular in the case of minor defects, the customer shall not be entitled to termination.
- 9.3 The customer shall notify NUSSLI in writing of any obvious defects within two days of receipt of the goods; otherwise, warranty claims shall be excluded. Timely delivery is sufficient to meet the deadline. The customer shall be obliged to prove that the conditions for making a claim are met, in particular the customer shall prove the defect itself, the time at which it was detected and shall submit the appropriate claim for defects.
- 9.4 If the customer chooses to withdraw from the contract due to a defect of a physical or legal nature and after a subsequent unsuccessful attempt at performance, they shall not additionally be entitled to claim damages due to such defect.
- 9.5 If after an unsuccessful attempt at subsequent performance the customer opts for damages, the customer shall keep the goods if this is reasonable. Compensation for damages shall be limited to the difference between the purchase price and the value of the defective good. This shall not apply if NUSSLI has caused the breach of contract by fraudulent intent.
- 9.6 The warranty period is one year from delivery of the goods. This shall not apply if the customer has not notified NUSSLI of the defect in a timely manner in accordance with the abovementioned provisions.
- 9.7 Only those characteristics corresponding to the product description provided by the manufacturer shall be considered as agreed as insured characteristics of the product. Public statements, praise of product qualities or advertising by the manufacturer are not part of the contractual information on the characteristics of the goods.
- 9.8 If the customer receives defective assembly instructions, NUSSLI shall only be obliged to supply correct assembly instructions, and only if the defect in the assembly instructions is contrary to the correct assembly.
- 9.9 The customer obtains no warranty in the legal sense from NUSSLI, since the manufacturer's warranty remains in force and is not affected by the transaction.

10 Limitation of liability

- 10.1 NUSSLI assumes no liability to the customer for minor breaches of obligations. This also applies to minor misconduct on the part of NUSSLI's legal representatives or vicarious agents.
- 10.2 The abovementioned limitation of liability does not affect the customer's right to claim for defective products. The limitations of liability shall also not apply in the event of imputable physical injury and damage to health, or in the event of loss of life of the Customer.

- 10.3 Claims for damages by the customer due to a defect shall become time-barred after one year from the date of delivery of the goods, unless NUSSLI can be proven to have acted maliciously.

11 Data

- 11.1 The customer expressly authorizes NUSSLI to process on computer media any personal data arising from the business relations between the two parties.
- 11.2 The customer assigns to NUSSLI the copyright and image rights derived from photographs and recordings owned by the Customer that are related to the business relationship between NUSSLI and the customer for the following purposes: the publication in advertising media of any kind for an unlimited period of time and in any country of the world, as well as its transfer to third parties.

12 Final provisions

- 12.1 In case of any discrepancy that may arise between the Parties as a consequence of the interpretation, development and/or execution of the Contract, the Parties agree to expressly submit to the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may correspond to them.
- 12.2 Any dispute arising out of this contract shall be subject to the exclusive jurisdiction of our headquarters.
- 12.3 Should one or more provisions of this contract with the customer, including these General Terms and Conditions of Sale, be or become partially or wholly invalid, this shall not affect the validity of the remaining provisions. The partially or totally invalid provision shall be replaced by one that comes as close as possible to the economic success of the invalid clause.
- 12.4 NUSSLI may request economic and financial data from the customer in order to carry out the credit rating.
- 12.5 The Customer may not assign this Contract without the prior written consent of NUSSLI. NUSSLI's obligations may be fulfilled by subsidiaries and by companies affiliated with NUSSLI.
- 12.6 This Contract shall be legally binding upon the corresponding successors and assigns.
- 12.7 The Contract may only be amended by a document signed by authorized representatives of both NUSSLI and the Customer.
- 12.8 NUSSLI and the Customer are two independent parties. The Contract does not imply the creation of a joint venture, agency relationship or partnership between them.
- 12.9 The failure of NUSSLI to state its opposition to any document, notice or act of the Customer shall not be deemed a waiver or modification of any of the terms and conditions set forth herein.
- 12.10 Failure to enforce any of these terms or conditions shall not affect the remaining terms and conditions.
- 12.11 Materials and equipment supplied subject to any third party rights, such as patent rights, copyrights or licenses of use, shall be used by the Customer in compliance with such rights and respecting them.

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Should the Customer infringe such rights, the Customer shall indemnify NÜSSL against all claims by third parties.