

1. PREAMBLE

1.1. These General Terms and Conditions of Sale have been drafted, inter alia, following the recommendations of AFEMMA (Spanish Association of Machinery for Wood) and the European non-profit association EUMABOIS.

1.2. The agreement to be entered into between BARBERÁN, S.A. ('the seller') and the purchaser of one of its products ('the machinery') shall be a sale agreement, without prejudice to any additional services which, where applicable, the purchaser ('the purchaser') and the seller may freely agree upon.

1.3. All data, drawings and other items described in the quotation are for illustrative purposes only; they shall not imply any obligation on the part of the seller and may be modified or replaced by updated items or data.

1.4. The signing of the order for the machinery by the purchaser shall constitute their acceptance of these General Terms and Conditions of Sale. The seller shall duly inform the purchaser of the existence of these General Terms and Conditions of Sale and shall make them available to the purchaser at the seller's premises and on the seller's website, www.barberan.com and/or www.jetmasterseries.com

1.5. The specific terms of the sale and of any other ancillary services shall be set out in a quotation accepted by both parties and a signed order form, which shall be contractually binding. In the event of any conflict between these General Terms and Conditions of Sale and the machinery order signed by the purchaser, the signed order shall prevail.

1.6. In the case of connected products or related services, the seller shall have online access to the software, digital systems or platforms associated with the product or service purchased by the purchaser. The purpose of such access shall be to obtain data on usage, consumption, operation and performance, enabling technical analysis, optimisation of performance, the provision of specialist support, and the recommendation of the most appropriate consumables, configurations or solutions for each case. The seller undertakes to maintain the confidentiality of all information accessed via the connection described and not to use it for purposes other than those set out herein. This clause may be extended by specific terms and conditions.

2. AGREEMENT EXECUTION

2.1. The sales agreement shall be deemed concluded when the seller receives the order for the machinery duly signed by the purchaser. The order implies acceptance of the seller's prior quotation and obliges the purchaser to pay the amount specified therein as an initial payment of the price ('the advance'), in addition to the obligations arising from these General Terms and Conditions of Sale.

2.2. The seller's initial quotations (should there be more than one), the purchaser's quotation requests and the correspondence between the parties shall be a relevant background to construe the agreement whenever necessary.

2.3. In order to be valid, any amendment to the terms included in the signed order shall require written confirmation from a designated person with sufficient authority on the part of both the seller and the purchaser.

2.4. The purpose of the agreement is the sale of the machinery. It is understood that any other service, such as the fitting, set up and tune-up or the supply of materials, is not included, unless the purchaser has requested any of such accessory services and the seller has consented expressly and in writing to provide them. The provision of accessory services, as the case may be, shall not alter the legal nature of the sale agreement.

3. PLANS, DESCRIPTIVE AND TECHNICAL DOCUMENTS

3.1. The weights, dimensions, capacities, prices, performance and other details indicated in catalogues, brochures, notices, advertising prints and price lists of the seller are merely illustrative and shall not have a mandatory or binding nature, except if the quotation accepted or the signed order expressly includes references to them.

3.2. The plans and technical documents for the full or partial manufacturing of the machinery, sent to the purchaser before or after the sale agreement execution, will remain the exclusive property of the seller and must not without its authorisation be used by the purchaser, copied, reproduced, transferred or disclosed to third parties.

3.3. All technical documentation provided by the seller as well as any knowledge transmitted to the purchaser, shall remain confidential in accordance with the Non-Disclosure Agreement (NDA) signed between the parties or with article 13 of these General Terms and Conditions of Sale, and shall not become the property of the client in any case.

3.4. The seller reserves all rights on the software and hardware included in the installation, and the purchaser shall not be allowed in any case to share information, software or hardware with third parties outside the agreed terms.

3.5. At the purchaser's request, and upon the agreement execution, the seller shall provide the purchaser with illustrations and drawings other than those relating to the machinery manufacture, but sufficiently detailed to allow the fitting, commissioning, use and maintenance of the machinery.

3.6. All documents will be provided to the purchaser by the seller under the terms of confidentiality established in Article 13.

4. PACKAGING

4.1. Packaging shall not be included in the quoted prices.

4.2. Packaging will be sufficient to avoid machinery damage upon transportation to its destination.

The machinery shall be securely and adequately packed and protected against any damages during handling, transport and storage. Packaging shall be according to highest prevailing standards.

4.3. Packaging shall be suitable for long distance ocean and inland transportation and well protected against dampness, moisture, shock, rust and rough handling.

4.4. Packaging shall not be returned to the seller. It is the purchaser's responsibility to manage packaging waste in accordance with applicable regulations, and the seller shall not assume any liability in this regard.

5. CONTROL, TEST AND DELIVERY. TRAINING

CONTROL

5.1. Once the seller has received the advance, the purchaser shall be entitled to examine and supervise the machinery manufacture process; for which purpose, upon agreement with the seller concerning the date and time, the purchaser may visit the seller's facilities to examine such process.

5.2. In such visit, the seller shall provide to the purchaser any relevant explanations and shall respond to any questions and issues which may arise concerning the purchased machinery manufacture process.

TESTS AND DELIVERY

5.3. Acceptance tests shall always be performed at the seller's site during normal working hours. Should the technical specifications not be specified in the agreement, the tests shall be performed in accordance with the practices usually followed by the seller.

5.4. Once the manufacturing process is completed, the seller shall summon the purchaser to perform the operation tests. Once the tests have been completed, the parties shall sign an acceptance protocol, in which the seller shall record, as the case may be, any observations or any reasons preventing, in its judgment, the acceptance and delivery. Lacking any indication, it shall be understood that the machinery works satisfactorily, that the purchaser has understood the use instructions and that the seller has duly performed its obligations.

5.5. Should the purchaser not be willing to attend the tests, or not attend the appointment without justification, the purchaser may request to be sent a report with the outcome of the tests. After 48 hours, should there be no objection to the report, it shall be understood that the machinery is compliant, and there shall be no other possibility of making claims or requests to the seller, except anything deriving from the guarantee under sections 10 or 11.

5.6. Unless specified to the contrary, any expenses incurred for tests shall be borne by the seller, except for the purchaser representatives' personal expenses and any material that both parties consider necessary by mutual agreement.

5.7. Upon delivery per sections 7.1 and 8.1, the purchaser shall pay the price agreed, deducted the net of the amount paid as an advance.

5.8. Should the parties have agreed on any accessory services, such as fitting, tune-up and set up at the purchaser address, upon provision of such services a commissioning protocol shall be signed, for which the provisions under 5.4 shall apply. In any case, the fact that the commissioning protocol is signed or not shall not affect the delivery, which in any case shall have taken place in accordance with the acceptance protocol. The purchaser, in particular, shall not limit or condition in any way whatsoever the purchase effectiveness (which shall render all its effects) to the outcome of the commissioning protocol.

TRAINING

5.9. Should it be so specified in the offer or in the quotation, after the tests, the purchaser with any technicians he may designate- shall be entitled to receive a training at the seller's site.

5.10. The seller shall train the personnel of the purchaser (hereinafter called trainees) in the purchaser's facilities according to training schedule and program provided by the seller, to enable the trainees obtaining all necessary information related to operations and maintenance of the machinery.

5.11. All costs of such training will be those specified in the offer or in the quotation. The training courses and training documents shall be in English or Spanish, at purchaser election.

6. RISK ALLOCATION AND TRANSPORTATION

6.1. Risk shall be allocated to the purchaser upon making the machinery available, suitably packaged at the seller's factory, even in case of been agreed accessory services as per section 5.8.

6.2. The seller shall indicate to the purchaser the machinery delivery date, so that the purchaser takes charge of it. Such communication shall be made by any means, although preferably in writing, with sufficient prior notice so that the purchaser may take the measures which are usually necessary in those circumstances. Transportation and insurance shall be borne by the purchaser, unless agreed otherwise.

7. PRICES

7.1. Prices are net for the machinery ex-works delivery (INCOTERMS 2020). Any accessory expenses, especially for transportation and insurance, shall be borne by the purchaser, even if these expenses should accrue to the seller. The purchaser shall also bear any taxes accrued to the seller.

7.2. Unless otherwise agreed in writing, commissioning expenses (should this accessory service be contracted), as well as any expenses for subsequent repairs, shall be borne by the purchaser, save as provided concerning the guarantee term.

8. DELIVERY TERMS

8.1. The delivery term for the machinery shall be those agreed by the parties and specified in the signed order and shall run from the later of the following dates:

- a. The order signature date, as per section 2.
- b. The date on which the seller actually receives the advance.

8.2. Any delay by the purchaser in the supply of elements, information or documentation which may be necessary for the order execution (start of manufacture) releases the seller from being in default.

8.3. Furthermore, the delivery term shall be suspended upon the occurrence of any hindrances specified in clause 12, either at the seller's own working sites or anywhere else when relevant.

8.4. The seller shall be in default for failure to deliver the machinery within the time specified in article 8.1. above or any extension thereof, except for delays due to the circumstances mentioned in article 12 below (Force Majeure) and delays that are not due to negligence or intent of the seller.

If the seller anticipates delay for the above-mentioned reasons, it shall notify the purchaser in writing immediately, explaining the cause of delay and arrangements for returning the manufacturing, assembly and supply of the machinery to the schedule.

8.5. Unless expressly agreed, no penalties for non-compliance with the delivery term by the seller shall be admitted.

8.6. Should such penalty be agreed upon, the purchaser shall be entitled, upon having made a claim in writing and with a reasonable prior notice, to the penalty enforcement, unless it may be inferred from the existing circumstances that the purchaser has suffered no harm whatsoever.

8.7. Should such penalty be agreed upon, the agreed penalty shall not be more than 0.25% for each week of delay, with a maximum of 5% of the purchase price amount.

Should the delivery term exceed six months, the first four weeks shall be exempted from penalty. The penalty agreed shall exclude any other damage claim, as well as the agreement termination.

9. PAYMENTS. TAXES

9.1. Payments shall be understood to be in Euro, unless a different currency is specified.

9.2. The advance shall not constitute a deposit authorising the parties to terminate the agreement, it rather has a confirming nature of the executed purchase.

9.3. The purchaser shall not unilaterally withhold or reduce the payments due to claims and demands filed, neither on account of debit notes, even if they have been acknowledged and accepted by the seller. The payments may also not be unilaterally amended due to lack of accessory parts or to subsequent works performed by the seller.

9.4. In case of delay of the agreed payments, the seller may charge to the purchaser the relevant interests on arrears, which shall be calculated at the current three-month Euribor rate plus 3 points.

9.5 Should the delivery of the machine occur before the purchaser has paid the price in full, such machinery shall legally remain in retention of title until the purchaser pays the full amount of the price agreed. In case of undue delay by the purchaser for more than six months, upon demand in writing, the seller may terminate the agreement, remaining full ownership of the machinery and in such case the purchaser will lose any right to reimbursement of any amount already paid to the seller. Those amounts will be considered as payment for compensation for damages suffered by the seller because of purchaser's default.

9.6. Should deferred payment terms be agreed with the purchaser, the failure to pay two of the instalments shall result in all other instalments being considered due and immediately payable.

9.7. In case of temporary receivership, bankruptcy, insolvency or meeting of creditors of the purchaser, and should the purchaser not offer the necessary warranties for the assurance of its obligations, the seller may also terminate the agreement and recover the full ownership of the machinery.

9.8. The seller shall invoice the purchaser for the purchase price set out in this agreement, any accessory services and any other amounts arising from the performance of this agreement via electronic means that allow for the proper identification of the parties involved and the traceability of the transaction.

TAXES

9.8. The seller shall pay all taxes, duties, fees and public charges to be paid in respect of the sale of the machinery and, in its case, of the providing of training services, and the purchaser shall pay all taxes, duties, fees and public charges to be paid referred to the machinery sale and training services under non-Spanish law.

10. GUARANTEE AND ASSISTANCE

10.1. The seller shall be bound to correct any operation defect coming from any design, material or manufacture flaw, with the limitations set forth by the provisions below.

10.2. This obligation concerns only the guarantee term, that shall cover defects originating within the twelve months following the machinery delivery. In any case, labour costs, travel and maintenance expenses of the technicians transferred shall be invoiced to the purchaser, as per the seller's official rates.

10.3. Any repairs made during the guarantee term shall not extend such term, except concerning renovated or replacement parts, which shall be warranted under the same terms and conditions as the original machinery and for a one-year guarantee term.

10.4. The seller's responsibility shall only be incurred for flaws arising in the operation conditions foreseen in the agreement and as long as the machinery has been correctly used, for a maximum of eight hours daily. It shall not apply to any defects the cause of which is subsequent to the delivery (and unconnected to the seller), neither to cases of incorrect use, incorrect set up by the purchaser, changes without the seller's written consent, inadequate repairs made by the purchaser or third parties or normal wear and tear.

For said purposes the purchaser shall prove that the machinery has been installed and used complying with all the technical requirements; that the machinery has been appropriately maintained and that test and investigations prove the failure is directly attributable to the machinery itself.

The purchaser shall without any undue delay notify the seller of any anomaly or defect which affects the machinery. Such notice shall contain a description of the defect and shall under no circumstances be given later than six weeks after the identification of the defect. Otherwise, the purchaser shall lose its rights to have the defect remedied.

10.5. Since the seller's machinery is a technologically advanced product with a sophisticated operation, the purchaser accepts that, for correct operation, it shall be essential to follow the seller's instructions and invest in the adequate training of its operators. Incorrect operation or non-operation due to the purchaser's failure to comply with such requirements may never be attributed to the seller.

10.6. Concerning the parts, components or pieces of the machinery not manufactured by the seller, the seller's responsibility shall be limited to the manufacturer's guarantee.

10.7. If a machinery is manufactured by the seller according to the construction specifications, drawings or models provided by the purchaser, the seller shall not be liable for the construction technical value or the operation of the whole, but for the fact of having performed it in observance of the purchaser's indications. Should industrial property rights be infringed in such cases, the purchaser shall take charge of any third-party claim, duly indemnifying the seller.

10.8. Repair works, as well as any amendments or constructions performed by the seller in used or third-party manufactured products, shall not be guaranteed by the seller.

10.9. Replaced defective parts shall be at the seller's disposal.

10.10. It is expressly agreed that the seller shall not indemnify the purchaser for accidents or damages to persons or property other than those under the agreement purpose, or loss of profit.

10.11. Technical assistance shall be governed, as the case may be, by the provisions in the signed order or seller's quotation.

10.12. At the purchaser's request, the seller may try to diagnose machinery problems or respond to purchaser's queries. For such purpose, a technician from the seller may access the machinery computing system through remote connection and check its operation. In such cases, the purchaser undertakes to be physically present at the machine and safeguard security, especially concerning the machine's mechanical movements, such as transportations or elevations. The seller shall not assume any responsibility whatsoever derived from the use of the remote connection software by technical personnel not expressly authorised by the purchaser. The seller also shall not assume any responsibility whatsoever derived from the use, incorrect use or modification of the software installed in the machinery computing system, including protection software such as antivirus or firewalls, or from any operation deficiencies derived from any alteration in the computers' operating system set-up or network set-up and connection. Data security and backup shall be the purchaser's exclusive responsibility, including system set-up data.

For machinery with remote connection software, a connection request to the seller for online check through the program shall imply the acceptance of all above. Should the machinery not have such software, the purchaser shall make the request by telephone or e-mail and must have the means for the connection available (modem or other), which shall also imply the acceptance of the provisions under 10.12.

10.13 The seller shall not be liable of any hidden defect of the machinery unless it knew its existence prior to the delivery.

10.14 This guarantee does not include any machinery defect deriving from:

- Unsuitable or improper handling or storage by the purchaser.
- Unsuitable, improper connection or installation by the purchaser.
- Misuse.

- Negligent maintenance.
- Any unwarranted modification made by the purchaser to the machinery.
- Other causes established in this article 10 that release the seller from its responsibility.

10.15. Without prejudice to mandatory product liability laws, seller's liability shall in no event exceed the machinery price.

11. THIRD-PARTY RIGHTS. INTELLECTUAL PROPERTY RIGHTS

11.1. Except as expressly agreed otherwise in writing, all Intellectual Property (IP) rights attaching to the machinery, including any delivered software or electronic controls, shall remain with the seller. The purchaser shall not receive any licences or sub-licences under IP rights of the seller, other than as necessary for using, in the agreed way, the machinery supplied by the seller.

Where the seller has delivered software or electronic controls, the purchaser may use such software or controls only for the systems they are intended for, and the purchaser shall not modify the software.

11.2. The seller shall be liable for the machinery's freedom from third-party IP rights only where those conflict with the agreed use or the purchaser's use known to the seller.

11.3. The purchaser shall promptly inform the seller once a third party has asserted rights against the purchaser for infringement of their IP rights by the machinery. At the seller's request, the seller may oppose such third-party claims in the name and on behalf of the purchaser, at the seller's expense. In that case the purchaser shall supply the seller with any information necessary to oppose third-party claims.

11.4. Notwithstanding the above, the seller shall not be liable for any infringement of registered or applied-for IP rights if not at least one registered right from the relevant IP right family has been published by the World Intellectual Property Organisation (WIPO), by the European Patent Office (EPO) or in Spain, the Federal Republic of Germany, France, UK, USA, Japan or China.

11.5. This clause shall be interpreted and applied in accordance with the provisions of Law 24/2015 of 24 July on Patents; Law 17/2001 of 7 December on Trade Marks; Law 3/1991 of 10 January on Unfair Competition; Royal Legislative Decree 1/1996 of 12 April, approving the revised text of the Intellectual Property Act; Act 15/2007 of 3 July on the Defence of Competition; and any other applicable national or EU provisions relating to Industrial and Intellectual Property and the Defence of Competition.

12. CIRCUMSTANCES EXEMPTING LIABILITY. FORCE MAJEURE

12.1. The seller is exempted from the obligation to perform this agreement, and is not liable for not performing this agreement, upon the occurrence of any hindrances (Force Majeure events) that are not under the seller's control, either at the seller's own working sites, at the purchaser's site or at third-party sites when relevant. Such hindrances include but are not limited to the following ones: epidemics, social upheaval, war, revolution, service disruptions, embargo, accidents, fire, earthquakes, heat waves, torrential rain, volcano eruptions, floods, labour conflicts such as strikes, delayed, defective or very complicated supply of raw materials and semi-finished products, unforeseeable price rise of such raw materials or semi-finished products, disposal of important parts, official measures, catastrophes and any other which may be similar to the abovementioned. The original obligations are to be fulfilled again whenever the disruption ends.

12.2. This shall also apply if such events occur at a time when the seller is already in default. The seller shall use its best efforts to provide the necessary information without delay to the purchaser, to take all necessary steps to remove the cause of the disruption and/or to minimise the consequences of the disruption. The purchaser shall cooperate with the seller in finding alternative ways and means of fulfilling seller's obligations and, if appropriate, to adjust said obligations for the period of the disruption to the changed circumstances in accordance with the principles of good faith.

13. CONFIDENTIALITY

13.1 If the seller has entered into an NDA with the purchaser prior to receiving the order duly signed by the latter, the terms and obligations of that NDA shall apply accordingly.

Where no such NDA has been entered into, the following shall apply:

13.2 "Confidential Information" shall mean all information disclosed by the seller to the purchaser or arising in the context or for purpose of the execution of the sales agreement, which is either clearly marked as confidential or with regard to which the seller is evidently interested in keeping it confidential; in any form, whether of a technical or commercial nature, and including without limitation, samples, formulation, data, technology, know-how, designs, applications, specifications, inventions, discoveries, processes, models or sales, financial, contractual and marketing information, internal documentation and any information which relates, directly or indirectly, to a machine that the purchaser intends to purchase or has purchased, or to the seller as an organization. Irrespective of the above-mentioned clear marking or the evidence requirement, Confidential Information always covers activities whether documented or not, which result from joint development and run up of the installation, processes, trials, samples or machines, and similar technical aspects such as partial or total results of calibration or printing processes.

13.3 The purchaser shall maintain the Confidential Information in strict confidence and not disclose it to any third party directly or indirectly, orally or in writing or in any other way, nor use it, beyond the purpose of the sales agreement, for its own benefit without first obtaining a written consent from the seller. Without limiting the foregoing, the purchaser shall at all times protect Confidential Information from unauthorized disclosure or use by exercising a reasonable degree of care and not less than the same degree of care the purchaser uses to protect its own proprietary information of similar nature. In particular, the purchaser will keep the Confidential Information secure and protected against unauthorized use or copying and against theft.

13.4 The purchaser shall not analyze, breakdown, reverse-engineer, or otherwise try to determine the composition of the machine, chemicals, products, or any portion of the Confidential Information, nor shall it take photographs or videos of the facilities, equipment or processes of the Confidential Information without prior written consent by the seller.

13.5. The purchaser shall:

- a. use the Confidential Information for the executions of the sales agreement only, and not use it for any other purpose, including but not limited to, for the submission of an application for a patent or other legal protection anywhere in the world or for the development or improvement of its products and services;
- b. surrender, delete or destroy forthwith remainders of the information and/or any and all written or otherwise recorded information (including copies, if any) whatsoever containing Confidential Information received from the seller upon prior written request of the latter. The purchaser shall confirm the complete surrender, destruction or deletion in writing.

13.6. The aforementioned obligations shall not be binding on the purchaser with respect to any information which:

- a. is demonstrably known to the purchaser prior to the time of disclosure;
- b. is or becomes generally available to the public (other than as a result of disclosure by the purchaser in violation of its confidentiality obligations);
- c. is lawfully obtained by the purchaser without a confidentiality obligation from a third party; or
- d. is demonstrably developed by the purchaser independently of Confidential Information received from the seller.
- e. is, notwithstanding Article 13.4 including the prohibition of reverse engineering, ascertainable from a commercially available product.

If only a portion of the Confidential Information falls under any of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions above.

13.7. If a court or competent authority requests from or orders the purchaser to disclose Confidential Information, the purchaser shall (i) notify the seller promptly of the existence, terms and circumstances surrounding such request or order so that the seller may take steps to seek an appropriate protective order or otherwise resist or narrow such request or order, (ii) use commercially reasonable efforts to assist the seller in its efforts to obtain an order or other reliable assurance that confidential treatment will be applied to such Confidential Information, and (iii) if disclosure of such Confidential Information is required to prevent the purchaser from being held in contempt or exposed to some other penalty or violation of law, furnish only such portion of the Confidential Information as the purchaser is advised by counsel that the purchaser is legally compelled to disclose.

13.8. No title, license, copyright or any other rights are granted expressly or implied under the execution of the sales agreement or by the seller disclosing technical information regardless of whether or not covered by intellectual property rights. In case the purchaser is interested in the acquisition of a respective license, this shall be subject to a separate agreement with the seller.

13.9. The purchaser shall promptly inform the seller in writing of any misappropriations, unauthorized use, or disclosure of the seller's Confidential Information that may come to purchaser's attention. In such event, the purchaser will cooperate with the seller in every reasonable way to prevent further unauthorized use or disclosure.

13.10. For each breach of the obligations under this Article 13, the purchaser shall pay a contractual penalty to the seller, the amount of which shall be determined by the seller and be reasonable in light of the corresponding breach, i.e. not exceed 5% of the price. The possibility for the seller to assert further claims for damages shall remain unaffected. Any contractual penalty paid shall be credited against any claims for damages.

13.11 The Confidential Information is provided on an "as is" basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and shall not be liable for any direct, special, incidental, consequential or other damages.

13.12. The confidentiality obligations set out in this clause shall remain enforceable for 40 years from the date of signature of this agreement.

13.13. This clause shall be interpreted and applied in accordance with the provisions of Law 1/2019 of 20 February on Trade Secrets and shall apply in all cases not covered by these General Terms and Conditions of Sale.

14. VALIDITY

14.1. These General Terms and Conditions of Sale of the seller shall be the only ones applicable, especially excluding those of the purchaser, unless the seller has signed them, and they are not in contradiction with but complement these ones.

14.2. The Spanish and English version of these General Terms and Conditions of Sale shall be equally authentic. In case of conflict or gap, the Spanish version shall prevail unless the purchaser has no sufficient command of the Spanish language. In this case, the English version shall prevail where there are conflicts or gaps between the two language versions.

14.3. The General Terms and Conditions of Sale may be periodically updated, but in any case, those in force and published (on the websites www.barberan.com and/or www.jetmasterseries.com) at the time of execution of the agreement shall apply, unless they must be updated by law.

15. SPECIFIC TERMS AND CONDITIONS OF SALE FOR INKJET PRINTERS (DIGITAL) (IF APPLICABLE)

15.1. In addition to the General Terms and Conditions of Sale established above, likewise the following specific terms and conditions shall also apply to Inkjet Printers sales (hereinafter "printers").

15.2. The purchaser may request the seller to disconnect the system of online access to the machine software.

15.3. Technical features, necessities and requirements.

- a. Handling of components, software or hardware by persons not authorised by the seller shall not be allowed.
- b. All consumables must be used and handled under the express supervision of the seller or authorised personnel following fully standardised processes.
- c. The installation must be located in a specifically prepared area free from dust which is ventilated and tempered.
- d. Working temperature in the installation must in no case be under 15°C or over 30°C.
- e. In case of power failure, transfer of the installation or any other event entailing a change in the installation ambient conditions, the purchaser shall give sufficient prior notice to the seller to carry out any preventive maintenance tasks on the installation, which shall be invoiced as per the fees of the seller.
- f. All inks, cleaning liquids, cleaning procedures, cleaning materials and any other element that by its nature may be in contact with sensitive elements of the installation shall be supervised and expressly certified by the seller.
- g. The installation must have an uninterrupted 240v 1000 w power line.
- h. The conservation of inks and other liquids to be used in the installation shall be under strict conservation control as to temperature, light exposure and expiry date.
- i. All personnel authorised to handle elements of the installation must be trained in machine tune-up and maintenance processes, and in the relevant safety and hygiene precautions. Such training shall be performed by means of a course taught by personnel of the seller at the purchaser's facilities, during the commissioning period, if those accessory services have been contracted by the purchaser. In any case, the adequate training of operators and the correct use of the installation as per the instructions of the seller

shall be the purchaser's responsibility.

- j. Printing heads may have slight shade changes, especially noticeable in the printing of one-colour masses, due to which such designs should be avoided.
- k. Inkjet printers are designed with pre-fixed resolution and dot size, and there is no possibility of claim or change concerning that.

15.4. The printing quality accepted by the purchaser shall relate solely and exclusively to tests previously performed at the facilities of the seller with the inks and materials specified. Any tests performed in other installations or with other materials shall not be used as a reference. Such quality is reflected in the acceptance document or protocol.

15.5. Any defects in printing due to occasional loss of printing lines, either recoverable or not after a proper cleaning, cannot be claimed to the seller.

15.6. The colours and colour range obtained are limited by the ink formulation and its pigment capacity, and there are no possibilities other than those set by the manufacturer. The seller shall not take liability for any tests performed with inks not duly confirmed and certified by the head manufacturer.

15.7. The installation printing capabilities shall always relate to the tests performed in laboratory and the quality obtained with the purchaser's parts and the inks certified during the acceptance tests at the seller's site.

15.8. To change the ink used in the printer once the machine has been installed, the purchaser shall require technical assistance from the seller, which shall undertake any tasks necessary so that such change does not damage the machine.

Should the purchaser decide to make a change in the ink used, the purchaser shall request the seller, before carrying out the change, to make any necessary amendments. The purchaser shall bear the personal and material expenses and costs incurred in by the seller for any preparation works necessary in the machine to be able to use a different ink, which shall be conveniently budgeted by the seller.

Carrying out the ink change without following the specifications set forth by the seller shall entail a complete loss of the printer's guarantee. The seller shall not be liable for any damages in the machine if the purchaser carries out an ink change without the seller's advice and/or intervention.

15.9. Any non-compliance of the purchaser's obligations shall entail the full or partial loss of the guarantee and service provision.

15.10. Specific guarantee terms:

- a. Machine consumables, the useful life of which depends on the use and quality of the maintenance provided, in particular concerning the ink jet injection heads and their shooting electronics, shall not be covered by the guarantee.
- b. Any damage caused by the use of non-certified inks, non-certified cleaning products or damages in the heads shall entail the full loss of the guarantee.
- c. The diagnosis of the items under guarantee shall be the exclusive competence of the seller's competent personnel. For such purpose, the seller, with the purchaser's authorisation, may connect electronically to the installation.

16. SPECIFIC TERMS AND CONDITIONS FOR THE SALE OF SPARE PARTS

16.1. In addition to the General Terms and Conditions of Sale established above, likewise the following specific terms and conditions shall also apply to spare parts sales. In case that there were any difference between these specific terms and the general ones, the former shall prevail.

16.2. "Spare part" shall mean any spare part, either manufactured by the seller or not, including supplies and consumables needed by the machinery sold by the seller.

16.3. A request of information by the purchaser does not bind the seller, which shall gather information concerning the availability of the requested spare part and may carry out a sale quotation. The quotation shall include the spare part cost plus packaging and shipping costs. At the purchaser's request, transportation insurance expenses may also be included.

16.4. PAYMENT AND DELIVERY.

- a. The purchaser shall make payments in advance to the shipment. The advance shall not constitute a deposit authorising the parties to terminate the spare part purchase agreement, it rather has a confirming nature of the executed purchase.
- b. The purchaser shall not unilaterally withhold or reduce the payments due to claims and demands filed, neither on account of debit notes, even if they have been acknowledged and accepted by the seller.
- c. In case of delay in the compliance of the payment obligations agreed, the seller may charge to the purchaser the relevant interests on arrears, which shall be calculated at the current three-month Euribor rate plus 3 points.
- d. In case of temporary receivership, bankruptcy, insolvency or meeting of creditors of the purchaser, and should the purchaser not offer the necessary warranties for the assurance of its obligations, the seller may also terminate the spare part purchase agreement and recover the full ownership of spare parts.
- e. Upon acceptance of the quotation, the seller shall issue the relevant invoice, which it shall immediately send to the purchaser. When the payment is evidenced by any means, the seller shall ship the spare part.
- f. Shipping shall preferably be carried out by courier. When the spare part requires so, it may also be carried out by express transportation.
- g. Shipping shall be made to the purchaser's address designated in the invoice or the seller's data file, unless the purchaser indicated a different address in writing.
- h. Risk shall be allocated to the purchaser upon shipment as per section 6.1.
- i. The seller shall indicate to the purchaser the spare part shipment date, so that the purchaser takes charge of it. Such communication shall be made by any means, although preferably in writing, with sufficient prior notice so that the purchaser may take the measures which are usually necessary in those circumstances. Transportation and insurance shall be borne by the purchaser, unless agreed otherwise.
- j. Notwithstanding the above, should the relevant spare part be one that the seller is compelled to provide without cost, being covered by the guarantee of a machine or installation previously sold to the purchaser by the seller, the shipping of the spare part shall also be made upon payment. When the spare part covered by the guarantee gets to the seller's facilities, the seller shall examine the relevance of the guarantee

enforcement and, in case it is positive, shall make a refund of the amount already paid by the purchaser.

16.5. GUARANTEE.

- a. Spare parts manufactured by the seller shall be guaranteed for a one-year term as of delivery date. For spare parts of other manufacturers, the other manufacturer's guarantee shall apply excluding any guarantee by the seller.
- b. The seller's liability shall only be incurred for flaws arising within a correct use of the spare part and the machine in which it is inserted. It shall not apply to any defects the cause of which is subsequent to the risk transfer, neither to cases of incorrect use, incorrect set up by the purchaser, changes without the seller's written consent, inadequate repairs made by the purchaser or third parties or normal wear and tear.
- c. Some spare parts are technologically complex and have a sophisticated operation. The purchaser accepts that, for a correct operation, it shall be essential to follow the seller's instructions and invest in the adequate training of its operators. Incorrect operation or non-operation due to the purchaser's failure to comply with such requirements may never be attributed to the seller.
- d. It is expressly agreed that the seller shall not indemnify the purchaser for accidents or damages to persons or property other than those under the spare part sale agreement purpose, or loss of profit.

17. OCCUPATIONAL RISK PREVENTION

17.1. Each party shall assume its respective obligations regarding work, safety, hygiene and occupational risks in relation to the persons working under its responsibility. Under no circumstances shall the seller assume obligations of this nature in relation to persons employed by the purchaser.

17.2. Each party shall inform and train its staff in accordance with current legislation and in line with the risks associated with the role, providing, where necessary, the appropriate safety equipment.

17.3. Where an employee of one party is required to carry out their professional duties on the other party's premises, the parties shall cooperate and coordinate in accordance with applicable regulations to ensure the employee's safety.

17.4. Where an employee of the purchaser accesses the seller's premises in performance of this agreement and the employee fails to comply with the safety instructions provided by the seller, the seller shall not be liable for any resulting damage.

18. DATA PROTECTION

18.1. Each party shall, as the data controller, process the personal data of the other party's legal representatives and other contact persons.

18.2. The purpose of the processing is to enable the proper performance of this agreement, to comply with the regulations applicable to the seller and to facilitate the seller's commercial activities.

18.3. Each data controller shall retain the data for the duration of the contractual relationship. After that date, the data shall only be retained for as long as necessary to comply with applicable legal obligations or for as long as they are necessary for the seller's commercial operations.

18.4. The data will not be disclosed to third parties except where there is a legal obligation to do so. However, the data controller may disclose the data to service providers acting as data processors for the provision of ancillary services (sending communications, data hosting, legal advice, etc.).

18.5. The data subject may contact the relevant data controller to exercise, to the extent applicable, the rights of access, rectification or erasure, restriction of processing, objection, data portability and to object to automated individual decision-making. In the case of Barberán, the data subject may write to the email address dpo@barberan.com

19. COMPLIANCE AND ANTI-CORRUPTION

19.1. The purchaser acknowledges that it has a programme in place to prevent crime and other irregular conduct, promoting regulatory compliance within its organisation through, amongst other mechanisms, contractual commitments, transparency in internal processes, awareness-raising and the adoption of corrective measures where appropriate.

19.2. The purchaser agrees that, during the performance of this agreement, it will comply with local, regional, national, European and international regulations applicable to it in accordance with its business activities, the nature of its organisation, the territory in which it operates or other factors that may need to be taken into account. This includes applying for and complying with any licences, authorisations or permits relevant to the conduct of its business.

19.3. The purchaser shall comply with the applicable regulations concerning the labour rights of persons providing professional services, which shall include, amongst other obligations, the signing of an employment contract in accordance with applicable laws and agreements, the payment of instalments to the Tax Agency, the due payment of Social Security contributions, the prevention of occupational risks, and the adoption of equality plans and measures where required.

19.4. The purchaser shall respect the fundamental rights of the individuals within its organisation and of the organisations with which it interacts in the course of its professional activities.

19.5. The purchaser must apply high standards of professionalism and diligence in all its commercial operations.

19.6. The purchaser shall maintain scrupulous control over its accounts and operations, having adopted appropriate measures to prevent the falsification, misrepresentation, manipulation or concealment of accounting documents. Furthermore, the purchaser guarantees that it will not allocate funds, materials, aid or support of any kind to the financing of unlawful organisations or projects.

19.7. The purchaser shall not accept, offer, promise or give, either directly or through an intermediary, money, valuables or any other gift to a public official, authority, company or any other entity or person, whether natural or legal, with the intention of obtaining or facilitating favourable treatment or a personal or business benefit for themselves or for third parties.

19.8. The purchaser declares that they are aware that the seller has a programme in place to prevent crimes and other irregular conduct, and the purchaser undertakes to act in accordance with that programme.

19.9. The seller reserves the right to carry out any procedures it deems necessary for the proper identification and verification of the purchaser, including the collection of additional information or documentation to assess their risk profile.

Should such verifications reveal indications of high risk or the existence of factors that contravene the Seller's Compliance Programme — including, but not limited to, possible links to unlawful activities, regulatory breaches or practices contrary to the Seller's ethical principles — the latter may take such measures as it deems appropriate, including the temporary suspension or permanent termination of the commercial relationship, without this giving rise to any right to compensation.

19.10. Each party may make a reasoned request to the other for sufficient information regarding the measures taken to comply with the commitments set out in this clause. The party so requested shall cooperate to the extent that this is proportionate, within a reasonable timeframe.

19.11. Should either party become aware that the other party is in breach of the provisions of this clause or that its organisation is in any way engaging in irregular practices affecting the performance of this agreement, it must notify the other party. Such a breach may justify termination of the agreement on the grounds of breach of the applicable legal regime.

20. IT SECURITY AND FRAUD PREVENTION

20.1. The purchaser declares that it has adopted appropriate technical and organisational measures to ensure the proper handling of confidential information arising from the performance of this agreement.

20.2. Among other things, the purchaser declares that they have measures in place to minimise the risk of falling victim to cyber-attacks and fraudulent activities. In this regard, the purchaser acknowledges that, through identity theft or other attack or fraud techniques, a third party unrelated to the seller may attempt to obtain personal and banking information. Therefore, the purchaser undertakes not to transfer funds or disclose confidential information or personal data by any means without first verifying the reliability of the communication received and its sender.

20.3. The seller shall not accept any liability for any loss or damage the purchaser may suffer, including financial loss, as a result of the purchaser's failure to exercise due diligence in the handling of information, their IT resources and their communications.

21. WHISTLEBLOWING CHANNEL

21.1. The seller makes a whistleblowing channel available to its employees, customers, suppliers and third parties through which they may report, confidentially and, if they wish, anonymously, any conduct that is irregular, unlawful or contrary to the organisation's ethical principles.

21.2. The whistleblowing channel has been set up in accordance with applicable regulations, respecting the confidentiality and, where applicable, anonymity of communications and ensuring there is no retaliation.

21.3. The seller provides further information about its whistleblowing channel and access to it via its website: <https://barberan.com/canal-de-comunicaciones/>

21.4. The purchaser undertakes to make responsible use of the whistleblowing channel and not to report situations that are not reportable or that are manifestly false.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. The place of performance of the agreement of sale shall be the seller's registered office.

22.2. The law applicable to the agreement shall be Spanish law, to the exclusion of any other international treaty or convention, as well as conflict-of-laws rules. In particular, the Vienna Convention of 11 April 1980 on the International Sale of Goods shall not apply.

22.3. In the event of a dispute between the parties regarding the interpretation or performance of this agreement, the parties undertake to seek an amicable settlement or, failing that, to resort to any other appropriate means of alternative dispute resolution (ADR) before bringing any legal action. This requirement shall be deemed to have been met if recourse is first had to mediation, conciliation or the neutral opinion of an independent expert, if a confidential binding offer is made, or if any other form of negotiation is undertaken in accordance with applicable



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regulations. In particular, the requirement shall be deemed to have been met where the negotiation is conducted directly by the parties, or between their solicitors under their guidance and with their consent, as well as in cases where the parties have resorted to a collaborative law process. For the purposes of proving that a prior negotiation has been attempted and to meet the admissibility requirement, such negotiation or attempt must be documented, for which the parties shall cooperate in good faith.

22.4. In the event that an out-of-court settlement is not reached, the parties waive their right to their own jurisdiction and expressly submit to the exclusive jurisdiction of the courts of the city of Barcelona, Spain.

In Castelldefels, [Month] [Year].