



## GENERAL TERMS AND CONDITIONS OF CONTRACT

### UNITER ETIQUETAS S.L.U

**1. - Scope of application-** These general terms and conditions of contract will be applicable to any contract made between the company UNITER ETIQUETAS S.L.U (hereinafter "the Company") within the scope of its activity, including but not limited to: the printing of text or images by any procedure or system and all types of activities related to the Graphic Arts, the sale and rental of new and second-hand machines, the distribution of electronic label readers, the sale of accessories for the manufacture of all types of garments, the sale of tools and machinery for the programming of electronic label systems, the purchase of raw materials, the rental of services, etc., and any other that contrasts with these with what will be referred to hereinafter as "the Customer", the "supplier" or "subcontractor".

These General Terms and Conditions of Contract are public, and are available to any interested party in the offices of the Company, located in Polígono Industrial Os Capelos, Calle Innovación, nº 58, 15182, Carral (A Coruña), as well as on the website <http://www.uniter.net> and in the Personal Property Registry in A Coruña in the division "Registry of General Terms and Conditions of Contract" under the name "General Terms and Conditions of Contract of UNITER ETIQUETAS S.L.U."

They will be communicated to customers, suppliers and/or subcontractors only in the first contract, with the contract for the provision of services (customers, suppliers, subcontractors), delivery notes or any other document issued by the company, by post, e-mail, FAX or other means chosen by the Company, and it will not be necessary to communicate them to customers, suppliers, contractors or subcontractors, as they are the same for all operations carried out between the parties, unless otherwise agreed in writing.

They may only be modified by written agreement between the parties, and will therefore be invalid, null and void, and the clauses or conditions that appear, printed or handwritten, in the orders, quotations, letters or other documents issued unilaterally by the customer, supplier and/or subcontractor will be deemed not to have been applied.

The modification by the Company of these general terms and conditions of contract shall not affect contracts already concluded.



## **2.- CONDITIONS OF SALE/LEASE OR TRANSFER**

**2.1- Quotations** - The CUSTOMER has the right to receive a written and detailed quotation of the service they are contracting. This will be valid for 30 days from the date on which the company informs them that it has been prepared and is available.

The client is responsible for the veracity of the measures and data provided to the company for all purposes.

The COMPANY will not receive any remuneration for the preparation of the quotation provided that the work is carried out by UNITER ETIQUETAS S.L.U. However, if the customer, once the quotation has been made, decides to cancel the services quoted, they must pay for the hours of work required to prepare the quotation, and the other expenses incurred in preparing it.

If the CUSTOMER places the order directly and does not request a quotation, it is understood that they waive the preparation of the same.

Consequently, the COMPANY will be able to carry out the requested order when the CUSTOMER has given their consent by accepting the quotation by e-mail, personally or by any means admissible in law, or has waived the preparation of the quotation by placing the order directly.

**2.2.- Time and place of delivery-** The delivery date will be as expressly agreed between the parties to the contract. The documentation that accredits the delivery is the corresponding delivery note, transportation document or work order.

The delivery date will be extended:

- When the requirements specified by the customer are not met.
- When the customer provides the company with inaccurate data.
- When there are reasons beyond the company's control that prevent the delivery date from being met, such as adverse weather conditions or a strike affecting the means of transportation.
- When the CUSTOMER changes the original order or delays in its contractual obligations, especially those



related to the delivery of the documents necessary to carry out the operation or to the agreed payments.

The CUSTOMER shall also be obliged to allow the provision of the services and in particular the following:

- Accessibility to the means of transport necessary to deliver the goods, with the CUSTOMER being responsible for any damage that any of the company's machinery may cause as a result of not having its facilities or land properly prepared for its transit.
- Freedom of movement through the premises for the workers of the company, subcontractors and contractors who are responsible for carrying out the agreed work, to the necessary extent.
- Power supply.
- Equipment for the loading and unloading of goods.
- A location in which to carry out the agreed work.
- A health and safety plan, and a safety study.

**2.3.-Price** - All prices must be considered as NET, in euros, without any deduction of any kind, unless otherwise agreed.

The price will be the result of applying to the products the company's tariffs in force at the time.

Prices do not include taxes, fees or other charges, both general and special, which will be borne by the CUSTOMER, unless otherwise agreed in writing, taking into account the Incoterms that may apply and / or the conditions of delivery of the goods.

**2.4.-Means of payment** - Unless otherwise agreed in writing, payment shall be made in cash without any discount, and no deduction, offsetting or withholding shall be permitted.

If payment dates are agreed, these must be met by the Customer even if transport or delivery is delayed due to matters beyond the Company's control.

If the Company considers it appropriate, it may request the guarantees it deems necessary to ensure due compliance with the contractual obligations of the CUSTOMER, and in the meantime may suspend deliveries of orders placed.

**2.5.- Accrual of interest on arrears and compensation for recovery costs** - With effect from the agreed payment date, the CUSTOMER must pay interest on arrears in accordance with Law 15/2010, which establishes measures to combat late payment in commercial transactions, which are set with the acceptance of these general terms and conditions of contract for the maximum amount permitted by law. If the CUSTOMER is in arrears with a payment or the provision of a guarantee agreed at the time, all the collections pending at that time, whether due or not, will be considered effective and payable. In addition to the accrual of these interests when the CUSTOMER is in default, the company will have the right to claim from the CUSTOMER the collection costs referred to in Law 15/2010 mentioned above.

**2.6.- Acceptance of the service or delivery of goods. -**

**Purchase, sale and delivery of the goods.** - The document of reception of the provision of the service object of contract at the address of the CUSTOMER or another place designated by it, must be signed by the same or another authorised person. In the event of their absence, the CUSTOMER, on accepting these conditions, will consider valid the signature of another person who, being in these premises, receives the provision of the service or the goods, being obliged to identify themselves on delivery with their name and National Identity Document and/or the stamp of the company.

At the time of delivery, the customer will check the products delivered and the service provided, in terms of quality and quantity.

The COMPANY grants the customer a period of 7 days from the time the materials or service are made available to communicate in a reliable manner any hidden defects or faults in the products delivered.

The COMPANY reserves the right to deliver goods or use products in the provision of services other than those agreed, provided that they are similar in characteristics and of equal or higher quality than those agreed.

**Renting and assignment of use.** - The machinery or equipment subject to a rental contract is deemed to have been accepted on signing the rental contract or on the date it is made available.

The lessee will receive the machinery or material that is the object of the rental contract in perfect conditions of conservation and operation, indicating the instructions for its handling and providing the technical, legal and safety precautions necessary for its normal use, and is obliged to return it in the same state as received, at which time the natural wear and tear caused by the work carried out on this type of machine will be taken into account, but not when there has been negligence on the part of the lessee, causing malfunctions.

Inasmuch as the material or machinery is handled by the personnel of the lessee, the latter is responsible for any malfunction due to improper use, as well as for any damage caused to the machinery itself and to third parties affected by any incident caused by the improper use of the material or by the negligence of its operator.

The material or machinery is the property of the lessor and may not be sublet or lent to third parties without the express permission of the lessor. Similarly, the lessor's identification symbols or brand name on the machinery may not be replaced or concealed.

The lessee shall allow the lessor to periodically check the rented machinery wherever it is in service.

Any failure to comply with this obligation by the lessee shall exempt the lessor from any liability in the event of a breakdown of the machinery.

Rental material that is not returned, whether as a result of theft or any other cause that makes it unusable, will be considered as a sale of new material and will be invoiced at the market price. It is the obligation of the lessee to file a complaint with the details of the machine.

The lessee will be responsible for all costs incurred in the transfer of the equipment and its return at the end of the rental period, as well as for any expenses incurred in the unloading or loading of the equipment described, its assembly or disassembly.

As a consequence, the transportation will be carried out under the exclusive responsibility of the lessee.

The emplacement and installation of the machinery will be carried out by the lessee at its own responsibility and in accordance with the legal/administrative regulations in force;



**2.7.-Guarantee-** The company will respond according to the law in force at any given time. In those cases in which the responsibility of UNITER ETIQUETAS S.L.U is ascertained and arises from or is associated with products acquired in order to carry out its activity, the liability and guarantee will be transferred to the Supplier.

The guarantee and liability of the Company are excluded from all defects beyond its control, especially if they are the result of normal wear and tear, improper use, the influence of external action, humidity or weather conditions that may deteriorate the goods, machinery or services covered by the contract.

If the CUSTOMER claims that the guaranteed parameters of the merchandise, machinery or services, in accordance with the technical specifications of the merchandise, are not met, the guarantee will only be valid if the Company has the opportunity to verify that the guaranteed parameters are not met. The guarantee by the Company is subject to the timely fulfilment of the payment conditions agreed with the CUSTOMER. Travel costs are not included in the guarantee.

**2.8.-Limit of liability-** Unless otherwise agreed, UNITER ETIQUETAS S.L.U.'s liability shall never exceed the value of the contracted estimate or the value of the goods concerned at the time of sale. The Company is released from all liability above that limit, even if caused by its own negligence or breach of duty.

The Company shall not be liable for material damage caused during transportation if these services are provided by a third party.

After the sale, the Company shall not be liable for obvious or visible defects in any of its products at the time the contract is concluded with the Customer.

As regards claims relating to the use, sale or distribution of the products sold or delivered, individually or in combination with other products, or any claims relating to the contract, the Customer's rights and the Company's liability shall be limited to replacement with another of the same or similar characteristics.

The Customer shall not be entitled to return products that have been accepted or for which the deadline for notifying defects has expired.



UNITER ETIQUETAS S.L.U. will accept all damages caused to persons and goods in the performance of its work, provided that such damages are subject to IMPUTABILITY, CULPABILITY AND LIABILITY.

**2.9.-Risk-** The benefit and risk of the object of the contract will pass to the CUSTOMER once it has been placed at the disposal of the same in the place agreed in the contract. In the absence of this, it is understood that the delivery will be made in the installations of the COMPANY.

**2.10.-Breach of contract by the CUSTOMER-** In the event of any total or partial non-fulfilment or lack of punctual or adequate fulfilment of any of the obligations of the CUSTOMER, as well as in the event of a declaration of insolvency, liquidation or dissolution of its company, UNITER ETIQUETAS S.L.U will have the right to notify the total or partial cancellation of the contract or the suspension of its execution in whole or in part. This will be done by notification without the need for further notice of default or judicial intervention, and without the Company being liable for damages, without prejudice to any other rights that the Company may have.

As soon as any of the above circumstances occur, all claims for payment, whether due or not, refinancing fees or any other obligation that the Company has in relation to the CUSTOMER will become due and payable immediately.

Exchange documents or, failing this, any other formal payment documents stipulated for the payment of contractual obligations between the two companies must be sent to the Company at the time the invoice is issued. Any such delay is deemed by both parties - by virtue of the signing of these general terms and conditions of contract - to be a breach of contract.

**2.11.-Retention of Title-** The COMPANY shall retain ownership of all materials until full receipt of the agreed payments. Likewise, the CUSTOMER authorises the COMPANY to withdraw the goods from its installations or domains, without prior notice or authorisation from the first breach of contract, with acceptance of these conditions being considered as express authorisation and for the purposes indicated. The payments made until the date of the first breach of contract shall be considered as having been paid as rental for the use of the materials delivered.

**2.12.-Compensation.** The company has the right to offset any amount owed by the CUSTOMER (understood as all the companies that form a part of the same group as the Buyer), against any amount payable to the CUSTOMER.

**3.- TERMS AND CONDITIONS OF PURCHASE**

**3.1.-** The Supplier undertakes to deliver the goods which are the object of the purchase in accordance with the terms of the Order and with the applicable laws and regulations.

**3.2.-** The Supplier shall deliver all the documentation required by the customer in the Order, within the indicated time period and in the due form and quantity, as well as any other information or documentation that may be necessary in accordance with the regulations in force applicable to the purchase.

**3.3.-** The Supplier shall comply with all the provisions in force at any time, especially those regarding labour, social security, or tax matters, as well as those relating to the environment, health and safety, and the prevention of occupational hazards, and shall be obliged to prove that they have been complied with in the manner and within the time limits established by the company.

The Supplier must also comply with the internal regulations and practices of the company that are applicable to it as a consequence of the Order.

**3.4.-** The Supplier warrants:

That all the goods or products purchased are its full property, of first use, made with materials or products of the required quality, and that they comply with safety and environmental requirements, meet the specified quality and, where applicable, are suitable for use.

That the goods or products to be purchased are free from any charges or liens or other rights in rem, embargoes, restrictions or encumbrances affecting the same, and that the Supplier or the goods or products are not subject to any restrictions on their free transfer.

That the goods or products meet the specifications agreed by the parties, and comply with all of the terms and conditions set out in the Order, and that they are free from any defects, visible or hidden, affecting their materials, workmanship, design or manufacture.

That it holds the intellectual or industrial property rights in relation to the goods or products that are the object of the purchase or supply or, where appropriate, that it holds the relevant licences for their manufacture or sale, and that it is responsible for any costs and expenses arising in relation to the same.

The Supplier shall be liable within the warranty period for the undertaking and payment of all repairs, alterations, reconstructions, replacements, rectifications and corrections of defects in the goods or products purchased.

The COMPANY may assign to the Supplier any extra costs, charges and penalties imposed on it as a result of any failure on its part, in particular as a result of failing to meet the delivery deadline. It must comply with the specific environmental measures and guarantee the quality of the materials with which it works.

#### **4.- Obligations of subcontractors/contractors**

The principles of preventive action provided for in Law 31/1995 on the Prevention of Occupational Risks must be applied.

They must inform their own personnel of the measures to be adopted with regard to their health and safety in accordance with the provisions of Royal Decree 1215/1997.

They must notify the prevention service of the recruitment of workers who are particularly vulnerable to certain risks and who are minors. They must have the necessary training to use specific machinery and/or materials.

They must have taken out civil liability insurance at their own risk and must provide the company with proof that the coverage includes the period of service provided.

They must adapt to the deadlines within which they have agreed to provide the service, being directly responsible for any delay in the same, with the company being held harmless from any liability in this respect.

If, during the monitoring carried out by the company, any non-compliance with the obligations of the contractor or sub-contractor or with the agreed quality levels is observed, the contractor or subcontractor shall be obliged to adopt the necessary corrective measures, or otherwise the order or contract will be cancelled by the company, and/or third parties will be contracted to carry out the services, with the contractor or sub-contractor being obliged to pay for these services.

The COMPANY may pass on to the contractor or subcontractor the extra costs, against charges, penalties and sanctions



of any kind imposed on it as a result of any breach on its part. It must comply with specific environmental measures and guarantee the quality of the materials with which it works.

**5.-Force Majeure.** For the purposes of this contract, "Force Majeure" means the existence of any contingency, circumstance or cause beyond the control of the party invoking it, including, but not limited to, the following circumstances: imposition or submission to a law, regulation, decree, order or request from any authority (national, state, regional, provincial or municipal), seizure, riot, war, disturbance, fire, flood, earthquake, storm, explosion, strike, lockout, machinery or factory stoppage, or the inability to obtain raw materials, equipment, diesel oil or transportation. If as a result of Force Majeure either of the Parties is unable to comply with any obligation under this Contract other than that of payment of the price, said Party shall be exempted from compliance, provided that it notifies the other Party, indicating the beginning and nature of the situation of Force Majeure. The Party claiming Force Majeure must send immediate notification after the end of the cause of the Force Majeure.

The Company shall not be liable to the CUSTOMER for any loss or damage arising from the failure to comply with or fulfil its obligations in full or on time due to Force Majeure. This clause is applicable to the Company and its personnel, and to the CUSTOMER and its personnel. Notwithstanding the previous paragraphs of this article, if the CUSTOMER is affected by Force Majeure, it will not be relieved of any of its obligations to accept and pay the shipments made prior to the receipt by the Company of the written notification from the CUSTOMER of the situation of Force Majeure; neither will the CUSTOMER be able to invoke the cause of Force Majeure to delay the payment of the amounts due.

In the event of a situation of Force Majeure, the Company shall be entitled to distribute, in the manner it deems reasonable, the quantities of useful products among its CUSTOMERS and its own requirements.

**6.-Notifications-** All notifications, modifications and communications from the Company to the CUSTOMER will be considered effective for all purposes when they are made by sending postal mail to the address indicated by the CUSTOMER, communication by e-mail, SMS, mms, fax, WhatsApp, communication by telephone call to the address or number indicated by the CUSTOMER or, failing that, to the number



owned by the CUSTOMER or its representatives. To this end, the CUSTOMER declares that all the information provided by it is true and correct, and undertakes to communicate to the Company any changes relating to its address, payment details and any other information necessary for the administration and maintenance of the contractual relationship between the Company and the CUSTOMER.

**7.-Severability-** These terms and conditions shall be considered independent and, if any of them, in whole or in part, is rendered ineffective by the parties by express written agreement or is invalid for any reason, the remainder shall remain in full force and effect.

**8.- Applicable Law-** These General Terms and Conditions shall be governed by and interpreted in accordance with Spanish law in all matters not expressly provided for herein.

In addition, with regard to the law applicable to the operations carried out by the COMPANY, the parties agree, by accepting these general terms and conditions of contract, to expressly submit to Spanish law.

**9.- Venue- SPECIAL ARBITRATION CLAUSE-**This document is of a private nature and shall be governed by the provisions of these clauses. The parties undertake to resolve any disagreement that may arise in the performance of this document in an amicable manner. If an amicable solution is not possible, and a dispute arises, the signatories of the present document, whose identification details are reproduced herein, undertake, waiving any other jurisdiction, to submit all conflicts, disputes and disagreements arising from the present document, either in its compliance, interpretation or execution, to the arbitration of the Tribunal of the Association for Commercial Arbitration "TAM" in A Coruña, within the framework of its Regulations, which is entrusted with the administration of the arbitration and the appointment of the arbitrator or arbitral tribunal, being obliged from now on to comply with the arbitral decision. As regards the law applicable to the dispute, the parties expressly submit to the Spanish legal system by means of these general terms and conditions of contract.