



Industrias de Estampación del Corte Fino S. L

STATEMENT OF SALES CONDITIONS POLICY

May 2024



INTRODUCTION

At Industrias de Estampación del Corte Fino, S.L., (INECFI, S.L.) we firmly believe in the importance of establishing transparent and mutually beneficial business relationships. This document establishes the general conditions that will govern our business transactions with our valued customers.

Our commitment is to provide high quality products/services and exceptional service. Therefore, it is essential that both parties have a clear and complete understanding of the expectations and responsibilities governing our business interactions.

We urge you to review this document thoroughly and to contact us with any questions or clarifications. We sincerely appreciate your confidence in INECFI, S.L. and look forward to working with you on future projects.

Sincerely yours,

Romualdo Miró

General Manager

Industrias de Estampación del Corte Fino, S.L.

GENERAL PROVISIONS

The customer who wishes to place purchase orders to INECFI, S.L previously agrees to provide the necessary information for the effective transaction.

INECFI, S.L and the buyer will detail in each offer the language in which the contract will be formalized for the correct understanding of both.

IDENTIFICATION OF THE PARTIES INVOLVED

Hereinafter, the supplier company will be referred to as INECFI, S.L. and the customer as the 'Buyer'.

Inecfi, S.L. headquarters in Carretera Sabadell-Granollers, km14. 08185 Lliçà de Vall, Barcelona. Spain.

PHONE NUMBER: 938 44 57 00.

E-Mail: info@inecfi.com

CONTRACT

The purpose of this contract is to establish the general conditions that will govern the provision of services and/or supply of products by INECFI, S.L. in the area of fineblanking. The responsibilities and rights of both the supplier and the Buyer in relation to the products and/or services offered by INECFI, S.L. will be detailed.

INECFI, S.L. reserves the right to make the modifications and/or updates of the present conditions that it deems appropriate, which must be published in the same form in which the present conditions appear and/or by means of a communication. It will be considered that the customer expressly accepts such modifications and/or updates if he/she places a new order, being applicable those in force at the time of contracting.

The present conditions are understood to be accepted by the Buyer by the mere fact of placing an order with INECFI, S.L., being bound by them from that moment on. These general conditions form, together with the particular conditions that may be agreed with the Buyer, the contract between INECFI, S.L. and the buyer, without prejudice to the mandatory regulations that may be applicable.

The acceptance of these Conditions implies that the Buyer declares and acknowledges that he/she has full capacity to be bound by them, declaring to be of legal age with sufficient capacity, if he/she is a natural person, or legal representative with sufficient powers of the legal person placing the order.

The Buyer also declares and warrants to INECFI, S.L. that he is a businessman or professional acting either directly or through another person on his behalf or following his instructions, solely and exclusively for a purpose related to his trade, business, trade or profession. Consequently, the Buyer is not a consumer or user.

The eventual declaration of invalidity of the General or Particular Conditions that determine the relationship between INECFI, S.L. and the Buyer shall not imply the invalidity of the contract itself, as long as it is possible to integrate the will of the parties in order to enable the full application of the rest of the Conditions.

SCOPE OF PRODUCTS/SERVICES

INECFI, S.L. provides specialized services in fineblanking. Specific details of the products and/or services, as well as any additional technical requirements, will be specified in individual offers or quotations provided to each Buyer.

INECFI, S.L. reserves the right to modify the descriptions of the products with respect to the information provided in its catalogs and advertising, in order to provide adequate, truthful and easy-to-understand information to the Buyer.

The formalization of the order implies that the Buyer knows the characteristics of the product and/or service, as well as the rest of the specifications that are applicable, having provided all the necessary information prior to the contracting.

PRICES AND PAYMENT CONDITIONS

The prices of the products and/or services will be detailed in each specific offer or quotation provided by INECFI, S.L. The payment terms, including currency, terms and methods of payment accepted, will be established individually in each transaction. Any penalties for late payment will be specified in the terms of the corresponding offer or quotation. The corresponding charge will also be established in each offer, in case the value of the offer is not equal to or higher than minimums that will depend on the channel of membership (product/service contracted).

The Buyer consents and accepts that INECFI, S.L. may issue and send its invoices in electronic or digital format.

TAXES AND DUTIES

The prices indicated in the offers or quotations provided by INECFI, S.L. may be subject to local, national or international taxes and duties, as applicable. The Buyer shall be responsible for paying any taxes, duties or additional charges applied to the transaction, in accordance with the legislation in force at the place of delivery of the products and/or services. INECFI, S.L. shall provide the Buyer with all necessary information and documentation to facilitate compliance with its tax obligations.

TERMS OF DELIVERY

Delivery terms, including applicable Incoterms and any special requirements, will be agreed and detailed in each offer or quotation provided by INECFI, S.L. Estimated delivery times will be established individually in each transaction, together with the procedures to be followed in case of delays or changes in the delivery schedule.

DELIVERY TIMES

Delivery times will be agreed individually in each offer or quotation provided by INECFI, S.L. These times will be subject to the availability of the products and/or services, as well as any relevant logistical considerations. INECFI, S.L. will make every effort to meet agreed delivery times, however, INECFI, S.L. will not be liable for delays beyond its reasonable control. In the event that a delay in delivery is anticipated, the Buyer will be notified and appropriate measures will be agreed upon to resolve the situation to the satisfaction of both parties.

RESPONSIBILITY OF BOTH PARTIES

Both parties agree to comply with the obligations and responsibilities set forth in this contract in good faith and in accordance with applicable laws and regulations. INECFI, S.L. undertakes to provide products and/or services in accordance with the agreed quality standards and specifications. The Buyer undertakes to actively cooperate and provide the necessary information and resources to facilitate the execution of the contract. Any breach of obligations by either party shall be notified to the other party immediately in order to seek a mutually satisfactory solution.

RETURNS AND CANCELLATIONS

The conditions for returns and cancellations will be set forth in each individual offer or quotation provided by INECFI, S.L. The procedures to be followed in case the Buyer wishes to return products or cancel an order will be specified. Any charges associated with returns or cancellations will be detailed in the terms of the corresponding offer or quotation.

In case of defects or flaws, INECFI, S.L. may, at its discretion: (i) repair or replace the defective part or product with another conforming one (equal or of similar characteristics to the one purchased, in case it is no longer available); or (ii) refund the price paid for the defective product.

For the formalization of the return of the products it will be necessary to indicate the cause that motivates the return, otherwise it will be considered unjustified refusal of the goods. In this case, INECFI, S.L. reserves the right to charge the Customer the delivery costs.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

INECFI, S.L. retains all intellectual property rights on the products and/or services supplied, including, but not limited to designs, patents and any other material related to fine blanking stamping. The Buyer agrees to respect and not to disclose any confidential information provided by INECFI, S.L. in the course of the business transaction. Both parties agree to maintain the confidentiality of any information of a sensitive or strategic nature disclosed during the business relationship.

Confidential information means, among others, technical, technological and commercial information, data, including statistical data, subject to strict confidentiality and/or industrial property rights, as well as any other news, confidences, facts, projects, information in the broadest sense of the term, known about and/or from INECFI, S.L., which are not disclosed by INECFI, S.L. to third parties with official communications that are not, or have not become, public knowledge.

APPLYABLE LEGISLATION AND JURISDICTION

This contract will be governed by and construed in accordance with the laws in force in Spain. Any dispute or controversy arising in connection with this contract must be subject to the exclusive jurisdiction of the courts of Barcelona. Both parties agree to submit to the jurisdiction of such courts and waive any objection as to forum convenience or jurisdiction.

CONTRACT MODIFICATION

Any modification or amendment to the terms and conditions of this contract must be agreed in writing and signed by both parties. Such modifications shall become effective on the date specified in the modified document. No other modification or alteration to this contract shall be valid unless made in writing and accepted by both parties.

FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this contract if such failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, civil unrest, strikes or other forms of industrial action, governmental embargoes and other force majeure situations. If one party is affected by a force majeure situation, every effort will be made to notify the other party and appropriate measures will be agreed upon to mitigate the effects of the non-performance.

If the duration of the event will be considered not to be punctual or momentary, it may be decided by mutual agreement and by notifying the modification of the agreement as agreed by both parties.

NOTIFICATIONS

All notices, communications and correspondence relating to this agreement shall be in writing and shall be deemed duly given when sent by registered mail, courier service or by electronic means to the addresses provided by both parties. Notices shall be deemed effective on the date of delivery confirmed by the courier service or on the date of receipt if sent by registered mail. Both parties agree to keep the contact information updated to ensure effective communication during the term of this contract.

ROMUALDO MIRÓ CRUSATS

GENERAL MANAGER

LLIÇA DE VALL, 31 MAY 2024

