

1. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE

1.1. For all the commercial traffic between the commercial company LEHVOSS C.D. Iberia, S.L.U. (hereinafter "**LEHVOSS**"), with NIF B63933980, registered in the Mercantile Register of Barcelona, Sheet B-313529, Volume 37812, Folio 52, with registered office at Carretera Reial, 122-B, 1er, 08960, Sant Just Desvern, Barcelona and e-mail [info@lehvoss.es] and the purchasing company (hereinafter the "**BUYER**") are governed solely by these general conditions of sale (hereinafter "**General Conditions**").

These General Conditions cancel and replace any previous general conditions of sale. The mere supply of goods shall not be deemed acknowledgement of the BUYER's terms and conditions of business; on the contrary, by the receipt of the goods the BUYER expresses its agreement to these General Terms and Conditions. In particular, these General Conditions shall also be deemed to be validly and effectively incorporated when LEHVOSS inserts a link in any of its commercial or contractual communications with the BUYER, which refers to a LEHVOSS website where these General Conditions are available and allows the BUYER to download and print them.

The BUYER guarantees that he/she is not a consumer and is acting in the exercise of his/her professional commercial or individual activity (hereinafter, "**BUSINESSMAN**"), as defined in Art. 4 of the Royal Legislative Decree 1/2007, of November 16, 2007, approving the revised text of the General Law for the Protection of Consumers and Users (hereinafter, "**TRLGDCU**") and that therefore the contracts concluded between LEHVOSS and the BUYER (hereinafter, the "**Contract**" or "**Contracts**") shall not be subject to consumer protection regulations.

1.2. The BUYER's own general terms and conditions shall not apply, even if these are not expressly excluded and also in the event of silence on the part of LEHVOSS, but must be expressly confirmed in writing in accordance with clause 11. of these General Terms and Conditions for each individual transaction.

2. ORDERS

2.1. The offers of LEHVOSS do not carry any delivery commitment. An order of the BUYER shall only be binding for LEHVOSS when it has been expressly confirmed in writing by LEHVOSS in accordance with Clause 11. of these General Terms and Conditions. The same applies to any amendments, supplementary orders and/or ancillary verbal agreements made. The waiver of the written form requirement requires that the same must be expressly stated in writing.

LEHVOSS may issue a written order confirmation pursuant to clause 11. of these General Terms and Conditions (hereinafter referred to as "**Order Confirmation**"). In case of doing so, the BUYER shall immediately communicate any possible errors in the Order Confirmation issued by LEHVOSS also in accordance with clause 11. of these General Terms and Conditions.

3. DELIVERY TIME

3.1. The agreed delivery dates or delivery periods shall be complied with as far as possible and, unless there is a binding and express commitment to deliver on a fixed date, these indications shall only be considered as indicative and for reference purposes and not as binding commitments. In the event of delay in delivery, the BUYER may set a reasonable additional period for such delivery and, only in the event of failure to meet such additional period, the BUYER shall be entitled to terminate the Contract. The BUYER may only claim damages for delay in delivery after expiry of the reasonable additional period and only if such delay is due to wilful or grossly negligent conduct attributable to LEHVOSS (including its legal representatives or employees for whom it is liable). In case of slight negligence, the liability of LEHVOSS shall be limited to those damages arising from the Contract which were foreseeable, provided, however, that the same shall be set at a maximum of ten percent (10%) of the agreed purchase price only in respect of the specific goods whose delivery is in delay.

3.2. In the event of force majeure, including but not limited to restrictions of rights, strikes and lockouts, fire, terrorist attack, flood, explosion, international pandemic, war, embargo, governmental action (by civil or military authorities), or other similar circumstances, LEHVOSS shall be entitled to postpone delivery for the duration of the impediment, or to terminate the Contract in whole or in part, without having to pay damages to the BUYER. This shall also apply in the event of other unforeseen circumstances that prevent, delay or hinder the manufacture, dispatch or delivery of the goods, as well as in the event of a lack of energy or raw materials or a disproportionate increase in their costs. In the event of partial or total failure of LEHVOSS' sources of supply, LEHVOSS is not obliged to source from other suppliers.

4. PRICES AND PROHIBITION OF COMPENSATION

4.1. All prices are EXW ("ex Works"), according to INCOTERMS® 2020, plus the applicable value added tax. Should taxes and/or duties be increased before the delivery deadline, LEHVOSS shall be entitled to adjust its prices accordingly. In particular, an increase in value added tax between conclusion of the Contract and actual delivery shall lead to an increase in the gross purchase price to the same extent. The same shall apply to an increase in transport costs, irrespective of whether these are to be borne by LEHVOSS or by the BUYER.

4.2. Any set-off of the BUYER against reciprocal claims is excluded, unless they are undisputed or legally enforceable claims of the BUYER. Offsetting by the BUYER shall be admissible only and exclusively if the claim can be asserted in court and if no defence can be invoked against it.

5. TERMS OF PAYMENT

5.1. Unless otherwise agreed and contrary to the provisions of Art. 4 of Law 3/2004, of December 29, 2004, which establishes measures to combat late payment in commercial transactions, invoices shall become due thirty (30) calendar days after the date of issue of the invoice.

5.2. In the event that the BUYER is in default of payment, which does not require a reminder, the BUYER shall pay interest on the amount due at the statutory rate of interest for late payment. However, LEHVOSS reserves the right to claim all other damages caused by the delayed payment and, if applicable, to raise them as a defence against a possible liability for damages against LEHVOSS.

5.3. The solvency of the BUYER is a necessary condition for all deliveries. In the event that LEHVOSS becomes aware of the BUYER's insolvency, whether actual or imminent, during the term of the Contract, the BUYER shall pay all due and payable invoices immediately. LEHVOSS may likewise demand that in such a case securities be established prior to delivery of the remaining goods to be delivered and in the event that they are not provided within a reasonable period of time terminate the Contract.

5.4. Furthermore, LEHVOSS hereby reserves title to the goods that have not been paid for in full in accordance with Clause 6 below and Art. 10 of Act 3/2004 of 29 December 2004 on measures to combat late payment in commercial transactions. LEHVOSS is entitled to revoke at any time the right of resale of the goods delivered under retention of title as well as the right to collect debts under the terms of clause 6 below. The right of retention of the BUYER is excluded insofar as it is not based on the same legal relationship.

6. THE RESERVATION OF TITLE

6.1. The ownership of the goods shall pass to the BUYER upon full payment of the purchase price and all other claims, including future claims arising from the contractual relationship with LEHVOSS. As long as the BUYER properly fulfils its obligations towards LEHVOSS, the BUYER shall be entitled to further use or resale and application of the goods in the course of its usual business activities.

6.2. LEHVOSS may demand from the BUYER the return of the goods subject to retention of title, without setting an additional deadline or having to declare the Contract terminated, in the event that the BUYER does not properly perform its obligations despite having set a deadline for doing so. For the purpose of taking back the goods, the BUYER undertakes to provide LEHVOSS with access to its premises.

6.3. The seizure or transfer by way of security of the goods subject to retention of title is excluded.

6.4. The BUYER shall be entitled to collect the claims arising from further use of the goods subject to retention of title within the framework of its ordinary business transactions in the course of its business. At the request of LEHVOSS, the BUYER shall notify its customers of the assignment, refrain from disposing of its claims, and provide LEHVOSS with all necessary information on the condition of the goods owned by LEHVOSS as well as the claims that have been assigned to LEHVOSS, and provide LEHVOSS with the documents to enforce such assignments. Claims or actions of third parties on the goods subject to retention of title and the assigned receivables shall be reported LEHVOSS without delay.

6.5. The reservation of title in favor of LEHVOSS in accordance with the above provisions is also maintained in the event of individual receivables that are included in an open account and the balance is carried forward and recognized.

7. TRANSFER OF RISK

7.1. The risk shall pass to the BUYER as soon as the goods have been handed over to the carrier, leave the warehouse (this shall also apply if prepaid freight has been agreed) or, in case the BUYER arranges for the collection of the goods, as soon as LEHVOSS notifies that the goods are ready for shipment or collection. The same shall apply if the place of shipment differs from the place of performance. All shipments, as well as any returns, shall be made at the risk of the PURCHASER. The above shall also apply, in cases where it has been agreed that the transportation costs are to be borne by LEHVOSS or LEHVOSS insures the same. All agreed delivery clauses only regulate the costs.

8. WARRANTY

8.1. In case of material defects LEHVOSS shall, in accordance with applicable law, be liable to the PURCHASER, at LEHVOSS's option, by remedying, by repair or replacement of the goods, if, in addition to the legal requirements, the following requirements are met:

a) Upon receipt of the goods from LEHVOSS, the BUYER is obliged to examine them immediately and diligently after receipt, or within a maximum of two working days in case the goods are packed, according to the usages of the trade, as to their conformity for defects, including kind, quantity and condition. In case the goods are supplied in shipping units, the BUYER shall also check on the labeling of each unit that it corresponds to the order. If the PURCHASER fails to comply with the above deadlines, he shall forfeit any action and right of recourse against LEHVOSS on this ground.

b) According to the following paragraph, the PURCHASER is deemed to accept the goods delivered to its satisfaction if it does not immediately LEHVOSS in writing in accordance with clause 11. of these General Conditions of any lack of conformity in the goods, whether, for example, in terms of quantity and/or quality defects observed during inspection.

c) If the BUYER does not inspect the goods or does not notify the existence of an ascertained or verifiable defect of conformity within the time limits described, it shall be deemed to have accepted the goods. The same shall apply in the case of incorrect deliveries due to error, as well as in the case of such a substantial deviation that the possibility of acceptance by the BUYER should be considered excluded.

d) If a lack of conformity subsequently becomes apparent due to a defect which could not be detected even after diligent inspection (latent defect), this defect shall be notified immediately after it has been detected in accordance with b) above. Otherwise, the goods shall also be deemed to be in conformity with the contract. The PURCHASER may only claim against LEHVOSS for defects that become apparent within thirty (30) calendar days after delivery.

e) If the BUYER does not provide LEHVOSS with the possibility to check the correctness of its objection resulting from the inspection or, upon request of LEHVOSS, does not make the goods or sample subject of the objection immediately available to LEHVOSS on the same, LEHVOSS shall not be obliged to examine such claims for remedy or replacement of the goods.

8.2. LEHVOSS reserves the right to make two attempts at rectification. In the event that the remedy fails or is disproportionate for LEHVOSS or the BUYER, the BUYER may terminate the Contract or demand a reduction of the purchase price.

8.3. The right of the PURCHASER to demand remedy, either by repair or replacement of the goods, as set forth in clause 8.1, in accordance with point d) these General Conditions, shall expire one (1) year after delivery of the goods. In the event of repair or replacement, this shall not lead to an extension of the period.

8.4. Further claims, in particular claims for damages resulting from defects in goods or non-conforming deliveries, shall be excluded in accordance with the provisions of Clauses 8. and 9. of these General Terms and Conditions. This shall apply in particular to consequential defects. Even in cases of gross negligence LEHVOSS shall not be obliged to pay compensation for damages which would not have been caused if the BUYER had subjected the goods before processing or subsequent sale to the tests required by the nature of the goods and the circumstances involved.

9. LIABILITY FOR DAMAGES

9.1. LEHVOSS shall be liable for damage to goods owned by the BUYER, including its assets, due to defects of conformity, including defects in the purchased goods, as well as incorrect delivery due to an error or defects in the packaging, as follows:

- a) In the event that the damage could have been prevented by the BUYER's compliance with its testing obligations, any liability on the part of LEHVOSS shall be excluded, unless the damage is the result of wilful misconduct on the part of LEHVOSS.
- b) In the event of damage occurring despite compliance with the verification obligations on the part of the BUYER, LEHVOSS shall only be liable for such breach of contract resulting from gross negligence on the part of its legal representatives and its employees.

9.2. With respect to damages other than those specified above, regardless of the cause of liability, LEHVOSS shall only be liable for them if they have been caused by intent or gross negligence on the part of LEHVOSS.

9.3. The cases of exemption and limitation of liability regulated in clauses 9.1. and 9.2. of these General Terms and Conditions shall not apply to the extent that the claims for indemnity arise from the breach of other essential obligations of the Contract - meaning those whose breach or defective performance may frustrate the purpose of the Contract -; from the express assumption of a specific warranty; from damages for personal injury or death and/or from product liability, as well as from the application of mandatory rules, provided that they are the result of wilful misconduct or gross negligence on the part of LEHVOSS.

9.4. In the case of the sale of goods on samples, these are merely non-binding sample specimens, which only provide an approximate and indicative description of the goods. The same applies to analysis data, unless certain values have been expressly guaranteed. The term "as usual" shall always be understood to mean "approximately as usual".

9.5. LEHVOSS shall not be liable for the suitability or fitness of the goods for the purposes intended by the BUYER, unless the achievement of a particular purpose is expressly part of the Contract. LEHVOSS' advice, information and recommendations regarding the technical application are made to the best of its knowledge and belief. Since the actual use of the product is beyond the scope of influence of LEHVOSS and it is not possible to foresee all particularities and circumstances, LEHVOSS may only give advice and recommendations, both orally and in writing, without binding character. In particular, the BUYER is not released from the duty to check the products and goods with regard to their suitability and appropriateness for the intended procedure and destination.

9.6. Any possible claim of the PURCHASER shall expire one (1) year after delivery or, as the case may be, after the original act of damage.

10. DATA PROTECTION

10.1 By accepting these General Terms and Conditions, in accordance with the regulations in force regarding data protection, the BUYER expressly authorizes LEHVOSS to incorporate the data provided as a consequence of the commercial relations in a file, under the responsibility of LEHVOSS, in order to be able to comply with the commercial relations. Likewise, the PURCHASER accepts and gives, in this act, his express consent so that his data can be transferred to third parties in the scope of the commercial relations, even when such transfer implies an international transfer of data, and exclusively for the fulfillment of the purposes for which they were collected. At any time the PURCHASER may exercise his rights of access, cancellation, rectification or opposition by sending his request by e-mail to the address info@lehvoss.es

11. NOTIFICATIONS

11.1 All notices shall be deemed valid between LEHVOSS and the BUYER when sent by any means admitted in law, provided that there is due proof of receipt and content, to the addresses and email accounts mentioned at the beginning; or are made by any digital platform or electronic communication service expressly agreed by the PARTIES which, in any case, must also ensure that there is due proof of receipt and content, without prejudice to the Articles 27(2) and 28(3) LSSI regarding electronic contracting.

12. PLACE OF PERFORMANCE, JURISDICTION AND APPLICABLE LAW

12.1. The place of performance is the place of the premises or warehouse, from which the delivery is made.

12.2. It is agreed that any discrepancy or dispute that cannot be resolved amicably and in good faith by them within one (1) month from the notification of one party to the other, as provided in Clause 11, of its intention to reach an amicable solution, shall be submitted to the jurisdiction of the courts and tribunals of the city of Barcelona, expressly waiving any alternative forum that, where appropriate, may be applicable. Likewise, mediation and arbitration are expressly excluded for the resolution of any discrepancy or dispute that may not arise.

12.3. The contractual relations shall be governed by Spanish law, to the exclusion of the rules of private international law, interregional law and the Civil Code of Catalonia. The application of the United Nations Convention on Contracts for the International Sale of Goods made in Vienna in 1980 (CISG) is expressly excluded.

12.4. The INCOTERMS in their current version (currently INCOTERMS® 2020) shall apply to the interpretation of the agreed delivery clauses, with the exception of the provisions on the transfer of risk in clause 7 of these General Conditions.

12.5. The invalidity or unenforceability of one or more of the clauses set forth in these General Terms and Conditions shall not affect the remaining clauses of these General Terms and Conditions. If one or more of the clauses set forth in these General Conditions should be invalid or unenforceable, or render these General Conditions invalid or unenforceable, such clauses shall be interpreted as if they had been replaced by others (i) with an equivalent economic content, to the extent possible, and (ii) that are not affected by a cause of invalidity or ineffectiveness. In the event that the latter is not possible, they shall be replaced by the provisions of the applicable law expressly excluding the application of the general terms and conditions of the BUYER. The same applies in case of gaps.
