



LEVELLING SYSTEM

SALES GENERAL CONDITIONS

1. DEFINITIONS

The following definitions apply to these General Conditions:

Customer: Any person, natural or legal, who will buy Products from the Seller.

General Conditions: This document.

Parts: Customer and Seller. Individually each of them may be referred to as a "Part".

Order or Order form: The document through which the CUSTOMER makes an express written request for a Product to the Seller.

Products: Any goods that the Seller markets under the trademark "Doga", which appears in the official catalogues of the Seller.

Seller: B-46054508 domiciled in Beniparrell (Valencia), Camino Real de Madrid, km 234, and provided with N.I.F. B-46054508.

The singular words will include the plural and vice versa.

2. OBJET

These General Terms and Conditions of Contract, together with any particular conditions that may be established, shall apply to all Orders and Sales of Products supplied by the Seller to the Customer.

In case of contradiction between the General Conditions and the particular conditions, the latter will prevail over them. In any case, any duly accepted exception will only apply to the specific Order for which it has been agreed, not being extended to other Orders than the same Customer.

The request and/or purchase by the Customer of the Products of the Seller implies the full acceptance, without reservations, and submission to these General Conditions.

The Seller reserves the right to modify these General Conditions at any time.

These General Conditions shall prevail over any general conditions of purchase that the Customer may have established. In case of conflict, the conditions and specifications that have not been expressly and in writing accepted by the Seller shall not apply.

3. ACCEPTANCE OF THE ORDER

All Order Forms will be sent in writing via email, regular mail and/or electronic format (EDI/Nexmart, among others) at the addresses and/or usual contact details of the Seller, where different addresses appear under the particular conditions, the latter shall prevail over the latter. The identification of the Customer and the Products ordered must be included in each Order. For the place of delivery of the Products, unless otherwise agreed, the terms of the following condition 7 shall apply.

Orders received will not be understood as such and are therefore not considered a contract until acceptance by the Seller. The Order will be considered binding on the Customer, although it will not be considered accepted by the Seller until the latter makes the corresponding confirmation of Order, which will be sent by email, ordinary mail and/or web platform orders, and to which, where appropriate, the conditions

In no event shall an implied acceptance of an Order by the Seller be construed. This Agreement shall not be construed as an implied acceptance by the Seller.

The Seller reserves the right not to accept Orders from any Customer who has previously failed to comply with the Seller's contracts.

Any modification to the Order must be previously accepted in writing by the Parts.

The cancellation of an Order by the Customer shall take effect only after written notification and acceptance by the Seller. In the event of cancellation, in whole or in part, the Seller reserves the right to invoice to the Customer all or part of the costs and expenses already incurred as a result of the cancelled Order, and, in particular, when the Order has been made to the specifications given by the Customer to the Seller or to clearly customized conditions, whether these are of size, color, measurements or any other specification not included in the portfolio or catalog of Products offered by the Seller as standard.

In case of breach by the Customer of the terms and conditions set out in these General Conditions, the Seller



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reserves the right to cancel the Order related to the breach, without prejudice to the possibility of taking any other action which may be appropriate to it and which it considers relevant in the defence of its interests.

4. PRODUCTS

The Products supplied by the Seller to the Customer are those contained, in each case, in the Order Confirmation sent by the Seller to the Customer.

4.1 Models

The Seller reserves the right to modify the production techniques of its models whenever it deems necessary to improve the quality, performance, solidity or optimization of resources. In this sense, any change in the quantities or finishes of the Products, budgeted or related in the Orders, affecting the total price, will be communicated to the Customer, who may, provided that the total price is increased by a percentage greater than 10%, either accept the new sale price or cancel the Order within five (5) days of receipt of the communication.

5. PRICE AND CONDITIONS OF SALE

5.1 1 Prices and conditions of sale established by the Seller

The price to be paid for the Products supplied by the Seller shall be determined by applying the prices rates in force at any time, in accordance with the other economic conditions and payment method established in these General Conditions, unless otherwise agreed, irrespective of the subsequent application of the anticipated rappings and discounts, if any, provided for in the particular conditions.

Unless otherwise stated, prices shall be understood under EX WORKS conditions as determined in condition 7.

The Seller reserves the right to modify the prices of its Products catalogue without prior notice to the Customer. The Seller may, inter alia, make changes in prices if, between the time the offer is submitted and the time the full payment is made, there have been significant changes in prices with respect, for example, to exchange rates, wages, raw materials, semi-manufactured products, packaging materials, among others. Provided that the total price is increased by a percentage greater than 10 %, the Customer may accept the new selling price or cancel the Order within a maximum of five (5) days from receipt of the communication.

The amounts that result from applying the rates indicated will be increased with the Value Added Tax and/or any other legally chargeable tax at the rate that is applicable at each time.

5.2 Payment of the price

The payment will be made, in accordance with the terms contained in this condition, by bank transfer, bank transfer or any other means of payment admitted in law when the Order is made. The Seller reserves the right to communicate its invoices to the Customer electronically and the Customer agrees to receive them by this method of transmission. Invoices shall not be due for more than thirty (30) days from the date of the invoice, provided there is no other agreed term in the particular conditions with the Customer.

All overdue and unpaid amounts shall be due for each day of late payment, in favour of the Seller a default interest on outstanding amounts equivalent to the legal interest resulting from the application in accordance with Law 3/2004 of 24 December, establishing measures to combat late payment in commercial transactions, without the need for notice of expiry or any injunction from the Seller. The Client shall reimburse all costs and expenses incurred in the collection of sums due, including attorneys' fees and the public trust if necessary, and other management expenses.

In case of non-payment of the price, if the Seller requires the Customer to return the Products supplied, they must be in their original condition and packaging. In case the Products present damages, the Customer shall be obliged to compensate the Seller for the value of the damages produced.

The Customer may never, on the basis of a claim made by him, withhold all or part of the amount of the



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invoices pending payment, nor raise, nor proceed to a compensation. No claim on deliveries of the Products may lead to the non-payment of one or more invoices, without proof of the defectiveness of the Products having been provided and duly established by the Seller before the invoice is due.

6. RESERVATION OF TITLE

Without prejudice to the other General Conditions, ownership of the Products shall not be deemed to have been transferred to the Customer until the latter has fulfilled his total obligation to pay in the agreed manner, remaining, in the meantime, reserved the domain in favor of the Seller and the Products held by the Customer as a deposit.

The Customer shall store the Products in storage in such a manner as to enable their identification as the exclusive property of the Seller. In case of doubt as to the existence or not of a reservation of dominion over a certain Product derived from its incorrect identification by the Customer, it will be understood that the Product in question is affected by that reservation.

The Customer undertakes to conclude and maintain in force insurance policies that sufficiently cover the Products on deposit against any risk of loss or deterioration.

In case of non-payment or late payment of the Products by the Customer, the Seller may withdraw the Products that are in deposit at the Customer's premises, who in this act irrevocably authorizes the Seller to enter its premises for this purpose. The costs of withdrawal will be borne in full by the Customer.

7. DELIVERY OF THE PRODUCTS

Delivery will be made in EX WORKS conditions (as defined in INCOTERMS 2000), so that the Products will be made available to the Customer on the floor of the Seller's warehouse. Thereafter, all costs and risks will be borne by the Customer.

The Customer is responsible for checking the condition, number and packing conditions at the time of delivery. The place, date and time of delivery shall be clearly stated on the delivery note.

The dates and deadlines set by the Seller for the delivery of the Products are approximated and are not part of the terms of the contract. Therefore, the Seller will not be responsible for the damage or expense produced directly or indirectly by the delays and/or failures of supply or shipment of the Products on the dates and deadlines provided and, for its part, the Customer shall have no right to cancel any of the Orders placed based on the delay in delivery of the Products, unless you give written notice of your intention to cancel such sale of the Products in cases where the delivery of the Products is delayed more than thirty (30) days to the date on which they should have been delivered in accordance with the contract.

The Seller shall be entitled at all times to make partial deliveries.

The signature of the delivery note by the Customer shall be equivalent to the acceptance of the Products in conformity, unless the deficiencies and non-conformities are stated in writing. Such acceptance shall be without prejudice to the periods available to the Customer to notify any defect in the Product not detected at that time in accordance with condition 8 below.

It will be the sole responsibility of the Customer to designate the person with sufficient powers for the delivery, loading and collection of the Products and to sign the delivery note, the person who signs the same on behalf of the Customer is authorized to do so by the latter, having, for all purposes, the consideration of "notorious factor".

If the Customer does not accept delivery at the agreed date and place, the Seller may:

- To require the Customer to fulfill its obligations, when the purchase is formalized. The Customer is obliged to pay the agreed price and, where applicable, is pending payment, plus the corresponding default interest. Simultaneously, and without prejudice to the foregoing, the Seller may store or deposit the Products, informing the Customer that they are at his disposal, and being of account of the Customer the expenses that originate the storage or deposit of the Products before the reception of these for any reason, when the sale is formalized at your risk and venture.
- To terminate the contractual relationship and the Seller may sell the Products to third parts.
- Without prejudice to the foregoing, the Seller shall be entitled to compensation for any damages.



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The Seller shall be entitled to defer further deliveries until the Customer has fulfilled all outstanding payment obligations.

8. WARRANTY AND CLAIMS

The Customer shall inspect the Products with all possible care immediately upon delivery. Any claim for defects will be communicated to the Seller in writing, within a maximum period of seven (7) calendar days, provided that the incident in the delivery note is recorded. If not, the deadline will be 48 hours after delivery. The claim based on the internal defects of the thing sold must be exercised within thirty (30) calendar days after delivery.

During these periods, the Customer shall inform the Seller of his disagreement in writing and enclose a photocopy of the delivery note.

The time limits indicated shall be without prejudice to the application, where appropriate, of the legal guarantee that may correspond in accordance with Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Act for the Protection of Consumers and Users and other supplementary laws. The repair of Products or replacement of parts thereof during the warranty period does not imply an extension of the end date of the warranty.

Once the claim is received, the Seller will proceed to its analysis and will inform the Customer, expressly, of the acceptance or refusal of the claim. In the event of acceptance, the Seller may choose to repair, replace or supplement the Products complained of, without the Customer being able to claim any right of set-off.

The Seller shall not be liable, under any circumstances or under any circumstances, against any claims that may arise from improper or inappropriate use of the Products or where they have been modified or manipulated without your express written consent. The Customer is responsible for the sale of the Products purchased from the Seller to make known to its customers this circumstance, as well as the purpose of use of the Products, its limitations, and, if applicable, the non-approval thereof for traffic, in order to keep the Seller free from claims.

Warranty requests as claims will be processed via email to the following address info@dogasystem.com .

9. EXPENSES AND TAXES

Any tax, fee and brokerage that accrues as a result of the purchase and sale of Products to the Seller, as well as any other expenses arising therefrom, shall be for the account and charge of the Customer in general terms.

10. INDUSTRIAL AND INTELLECTUAL PROPERTY

All Products offered are recognized and copyrighted models, with their corresponding copyright and trademarks. None of the conditions set forth in these General Conditions or in the particular conditions that, where applicable, are established, grant the Customer any right in them, so that any copy or imitation will be considered an infringement of its authorship and industrial and intellectual property, with its corresponding liability.

11. CONFIDENTIALITY

The Customer undertakes to strictly maintain the confidentiality of confidential information (written or oral) provided by the Seller on the occasion of the sale of the Products, as well as not to sell it, exchange, publish or otherwise disclose it to anyone, by any means, including photocopy or reproduction, without the prior written consent of the Seller, unless such information is made public or legally required by any judicial or administrative authority in the performance of its duties.

The Customer undertakes not to use the confidential information received from the Seller under this contract, without their prior written consent, except for the limited purposes for which it has been expressly delivered to them, and not to use the information obtained or developed as a result of the execution of any purchase or



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sale of the Products for its own or the benefit of third parts.

The confidentiality obligation defined in this condition shall remain in force indefinitely, even after the termination for any reason of the business relationship between the Parts.

12. TERMINATION

Without prejudice to any other rights the Seller may immediately terminate the contract with the Customer and demand payment of all amounts due by the Customer, sell the Products supplied or to be supplied whose ownership has not been transferred by the Seller to the Customer or withhold or cancel any other delivery of Products, if any of the following occurs:

(i) the Customer breaches his obligations under any contract with the Seller. In the event that the breach is remedied, the Customer shall have a period of five (5) calendar days within which to remedy it, starting with the Seller's written notice requiring it; or

(ii) the Customer encumbers or otherwise affects any of the Products whose ownership has not been transferred by the Seller (including the alleged assignment of the Customer's assets to its creditors).

All this, without prejudice to the damages due to the Seller, by means of an injunction that will have effect from the moment of its remittance.

Without prejudice to the rest of its rights, the Seller may terminate the contract by giving notice to the Customer, with a maximum of five (5) days in advance, in the event that the Seller is unable to obtain raw materials for the manufacture of the Products or that the Seller's suppliers are unable to finalize them, or any other circumstance that, would not reasonably allow the Seller to deliver an Order within the prescribed period, without the Seller having any other liability towards the Customer in these circumstances.

In any of the cases described in this clause, the Customer waives any compensation or indemnity that may be due to him at the time of the termination of the contractual relationship.

If the Seller chooses to recover the delivered Products, the Customer undertakes to allow entry into its premises and buildings to the Seller and its agents, as well as to take the necessary measures, so that they take possession of the Products. The cost of withdrawing the Product shall be borne in full by the Customer.

13. FORCE MAJEURE

The Parts shall not be liable for breach of any obligation under this Agreement, provided and to the extent that such breach is due to causes beyond their control, such as, without limitation, fire, flooding, shortage or unavailability of fuel or electric power, accident, embargo, blockade, governmental disposition, epidemics, pandemics (derived, among others, from viruses such as SARS, MERS, COVID-19, etc. and their consequences) total or partial interruption of supply of raw materials and, in general, any other fact that prevents or significantly hinders the regular fulfilment of obligations arising from similar situations where the Parts operate.

In relation to situations such as known or foreseeable epidemics or pandemics at the date of subscription of this Agreement (such as SARS, MERS, COVID-19, etc.) the Parts agree that only the measure involving the closure of commercial establishments and the absolute restriction of mobility, adopted by the competent authorities, shall constitute force majeure. For purposes of clarification, any other measures or consequences arising from such situations shall not constitute force majeure, including, without limitation: staff shortages caused by illness, the imposition of no travel/no work policies, self-isolation or similar policies ordered by any governmental or similar authority, whether local, municipal, regional, national or supranational.

The Parts expressly agree that the Party affected by an event qualifying as force majeure (as defined in the immediately preceding paragraph) shall not be liable for consequential damage or loss of profits arising from that situation, provided that the affected Part so notifies the other Part in writing and immediately after the occurrence of the event in question. If the cause of force majeure persists for a period of six (6) months, either Part may terminate the Contract, without being obliged to indemnify the other for any reason.



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14. DATA PROTECTION

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, We inform you that we process the information provided in order to provide the requested service, perform billing of the same and perform tax and other procedures required by law.

The data provided will be kept for as long as the business relationship is maintained and for the years necessary to comply with the legal obligations that apply.

You have the right to obtain confirmation as to whether we are processing your personal data, therefore you have the right to access your personal data, rectify inaccurate data or request its deletion when the data are no longer necessary, by request via email to rgpd@dogasystem.com

15. MISCELLANY

15.1 Renunciation

The fact that the Seller stops on one or more occasions, to exercise any right or action that assists him, may not be construed as a waiver of the Seller's right to proceed to such exercise at any time thereafter or to make claims for other future defaults.

15.2 Entire agreement

These General Conditions, together with any particular conditions that may be established, contain the entire agreement between the Parts regarding the subject matter thereof, and supersede and cancel any other oral or written agreement, document, correspondence, conversation or negotiation between the Parts.

15.3 Partial nullity

If any of the clauses included in these General Conditions or, as the case may be, in the corresponding special conditions, is declared, in whole or in part, null and void for contravening the applicable law, it shall be deemed not to have been inserted, subject to the General Conditions and/or special conditions in all other respects, unless it is a clause whose validity depends on the validity of the General Conditions and/or the particular conditions or their deletion determines a significant reduction in the balance of the reciprocal services of the Parts.

15.4 App law and jurisdiction

These General Conditions, as well as any particular conditions that may be established, shall be interpreted and governed by Spanish law (Spanish common law).

The Parts, expressly renouncing any other jurisdiction that may correspond to them, expressly submit to the Courts and Tribunals of the city of Valencia (Spain) for the resolution of any judicial dispute arising from the interpretation, application and/or compliance with these General Conditions and any particular conditions established.