

ENSTALL SOLUTIONS S.L.U.

GENERAL TERMS AND CONDITIONS OF SALE

Enstall Solutions S.L.U., Unipersonal, a single-member limited liability company (*sociedad unipersonal de responsabilidad limitada*), with Spanish tax identification number (N.I.F) B-96,915,855, recorded in the Commercial Registry of Valencia, and with registered address at Camino de la Dula s/n, Polígono Industrial, 46687, Albalat De La Ribera, Valencia, Spain, requires that the Customer has read and accepted the following Terms and Conditions prior to carrying out any Agreement.

1. Definitions and Interpretation

In these Terms and Conditions, terms written with an initial capital have the meaning set out in Schedule 1 (*Definitions*) to these Terms and Conditions.

2. Scope and Applicability

- 2.1 These Terms and Conditions apply to every Offer and Agreement, except to the extent expressly deviated therefrom in the Offer or Agreement. In the event of a conflict between the provisions in these Terms and Conditions and the provisions in an Offer or Agreement, the provisions in the Offer or Agreement will prevail. In the event of a conflict between the Warranty Conditions and the other provisions in these Terms and Conditions, the Warranty Conditions will prevail to the extent of such conflict.
- 2.2 The application to an Offer or Agreement of any general terms and conditions of procurement or other general terms and conditions used by a Customer (regardless of whether such terms and conditions are referenced in any purchase order, invoice, or in any correspondence between the Parties, or are implied by trade, custom, practice or course of dealing) is excluded unless such terms and conditions have expressly been accepted by Enstall Solutions in writing.
- 2.3 The Customer acknowledges and agrees that, in the context of each Offer and Agreement, the Customer is acting in the exercise of its profession or business, and not as a Consumer.
- 2.4 Enstall Solutions may change these Terms and Conditions at any time and shall use its reasonable efforts to notify the Customer thereof in a timely manner (which may include by way of a general notification through the Website). Any such changes shall apply to Offers and Agreements issued or concluded after the date such changes are stated to take effect. Any amendment to an Agreement after its conclusion shall require to be agreed in writing by the authorized representatives of each Party.
- 2.5 Should any provision of these Terms and Conditions or of an Agreement be or become invalid or unenforceable in whole or in part, such shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions or the Agreement. The Parties shall in such event in good faith negotiate to promptly replace such invalid or unenforceable provision with a valid and enforceable provision, which insofar as possible reflects the original intent. A failure to exercise or delay in exercising a right or remedy provided under these Terms and Conditions, an Agreement, or applicable law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies, and no single or partial exercise of such a right or remedy prevents further exercise of the right or remedy or the exercise of another right or remedy.

3. Offers

- 3.1 Any Offer, even if it contains an acceptance period, is not binding upon Enstall Solutions until an Agreement has been concluded in accordance with these Terms and Conditions.
- 3.2 Offers will be valid for the remaining duration of the calendar month in which they are issued unless otherwise specified in the relevant Offer. An Offer will automatically lapse if the Products comprised in the Offer are no longer available for purchase or if the Offer is not accepted by the Customer within a period of thirty (30) days from the date the Offer was issued or such other acceptance period as is set out in the Offer.
- 3.3 The Customer is solely responsible for ensuring the completeness and correctness of all information provided by or on behalf of it to Enstall Solutions and acknowledges and agrees that Enstall Solutions may rely on such information in preparing any Offer or Agreement. Enstall Solutions may require completion of various forms or information requests by the Customer for the purposes of preparing an Offer.
- 3.4 If the Customer does not specify to Enstall Solutions the location and characteristics of the site

where the installation (and other required technical data of interest) will be carried out, an Offer shall be based on standard data sheets.

- 3.5 Without prejudice to Clause 3.3 and Clause 9, Enstall Solutions shall use its reasonable efforts to ensure that the information provided by it in an Offer is complete and correct, but shall not be bound to apparent errors in an Offer.
- 3.6 Enstall Solutions shall use its reasonable efforts to ensure that depictions of Products and general information on Products on its Website (including in brochures and product documentation made available by Enstall Solutions through its Website or otherwise) are accurate but shall not be liable for any variations of the actual Products provided from such depictions or information.
- 3.7 Acceptance of the Offer implies acceptance of the associated plans, which detail the materials and properties of the quoted Products and do not comprise any items other than those listed in the Offer.

4. Purchase Orders and Agreements

- 4.1 The Customer may submit purchase orders for the provision of Products in writing to Enstall Solutions to the email address communicated to the Customer. Any purchase order shall specify the typology, quantity, and the Enstall Solutions reference numbers of any required Products using, where applicable, the form for such purchase orders prescribed by Enstall Solutions.
- 4.2 An Agreement is only concluded (*perfeccionado*) once the Customer has accepted an Offer in writing or has submitted a written purchase order for Products to Enstall Solutions and (a) such acceptance or purchase order has been confirmed via email by an authorized representative of Enstall Solutions or (b) Enstall Solutions has demonstrably proceeded to perform the supply of Products under the Offer or purchase order.
- 4.3 The Customer may cancel or amend a purchase order prior to Enstall Solutions confirming such purchase order, by giving Enstall Solutions written notice of such cancellation or amendment at the same email address. Any cancellation or amendment after such time may be refused by Enstall Solutions or, at Enstall Solutions's discretion, be accepted under the condition that the Customer compensates Enstall Solutions for the costs incurred.
- 4.4 Enstall Solutions reserves the right to accept or decline any purchase order sent by any Customer.
- 4.5 The Customer will be responsible for obtaining any certifications, reports, permits, and other administrative requirements necessary for the respective project or installation at its exclusive risk and expense.

5. Delivery and Inspection

- 5.1 Unless otherwise provided in an Agreement, Enstall Solutions shall deliver Products Ex Works (Incoterms 2020) in suitable packaging to the address indicated by the Customer to Enstall Solutions in the Agreement or otherwise in writing. Under Ex Works Incoterms, the sale shall be deemed completed, and the transfer of risk of damage to or loss of the Products shall pass to the Customer at the moment the Products are loaded onto the designated transportation vehicle at Enstall Solutions's warehouse or other agreed collection point. Any logistics services (including transportation, insurance, or export/import duties) arranged and incurred by Enstall Solutions at the Customer's request shall be considered ancillary services performed on behalf of the Customer. Enstall Solutions shall be entitled to recover the full costs of such logistics services from the Customer by charging them in addition to the purchase price of the Products. Enstall Solutions shall select a delivery partner at its sole discretion.
- 5.2 Enstall Solutions is entitled to deliver the Products under an Agreement in parts and require payment of a partial delivery prior to proceeding to the subsequent partial delivery.
- 5.3 The risk of damages to or loss of the Products will pass to the Customer upon loading of the Products onto the designated transportation vehicle at Enstall Solutions's warehouse or other agreed collection point in accordance with Clause 5.1. Legal title to Products will pass to the Customer only upon Enstall Solutions's receipt of payment in full by the Customer of the purchase price due in respect of such Products, and until such payment is made, the respective Products are subject to the retention of title (*reserva de dominio*) and the Customer (i) is obliged to ensure that the Products are not further processed or transferred, remain identifiable as deriving from Enstall Solutions, are traceable to the Agreement under which they were purchased, and are identified as the property of Enstall Solutions in the Customer's records and accounts, and (ii) shall provide Enstall Solutions all reasonable cooperation (including access to Customer controlled

premises) to identify and reclaim the Products upon any default in payment for such Products by the Customer. In the event that Enstall Solutions cannot reclaim the Products due to specification, confusion, accession or assignment, the Customer shall be required to procure a pledge on the newly formed objects for the benefit of Enstall Solutions.

- 5.4 If a third party seizes the Products that are subject to the retention of title (*reserva de dominio*) pursuant to Clause 5.3, or wishes to establish or enforce any rights with respect to such Products, the Customer shall inform Enstall Solutions thereof immediately.
- 5.5 The Customer is responsible for inspecting each delivery of Products by performing a check: (i) on the correctness of delivered Product types and models against the Agreement, (b) on the correctness of quantities delivered against the Agreement, and (c) of the Products against the Specifications.
- 5.6 The Customer shall notify Enstall Solutions of any apparent deficiencies resulting from the inspection conducted pursuant to Clause 5.5 within four (4) Business Days of delivery, thereby including reasonable evidence (e.g., photographs or video recordings) of the alleged deficiencies. Enstall Solutions will be entitled to request all necessary information and related photographs to clarify the possible cause of the alleged deficiencies. In the event that the Customer does not notify Enstall Solutions of deficiencies within the aforementioned timeframe, the Products delivered shall, without prejudice to Enstall Solutions's warranty obligations under the Agreement and these Terms and Conditions, be deemed accepted by the Customer. In case of a deficiency reported in accordance with this Clause 5.6, Enstall Solutions shall, insofar as it is responsible for such deficiency and subject to the Warranty Conditions, remedy the deficiency at its cost as soon as reasonably possible and practicable.
- 5.7 The Customer shall compensate Enstall Solutions for all reasonable costs incurred by Enstall Solutions as a result of any failure by the Customer to take delivery of Products at the agreed time and location (including the costs of returning the Products). The Customer acknowledges and agrees that, unless otherwise agreed in writing between the Parties, the returned Products shall not be temporarily stored by Enstall Solutions for the Customer and that Enstall Solutions may, without further notice to the Customer and without excusing Customer from its obligations under the Agreement, destroy, resell or otherwise dispose of the Products as it deems appropriate.

6. Timing and Delays

- 6.1 Enstall Solutions shall use its reasonable efforts to deliver Products on the date agreed between the Parties in or pursuant to the Agreement, however, unless expressly agreed otherwise in writing between the Parties, (a) each such delivery date shall be deemed an estimated date and not a final date, and (b) any failure to meet a delivery date shall not entitle the Customer to claim any compensation of damages or costs resulting from such delay (including (but not limited to) damages in the form of loss of profits (*lucro cesante*) or production).
- 6.2 Without prejudice to Clause 6.1, each Party shall, without undue delay upon becoming aware thereof, notify the other Party of any circumstances that causes or may cause a delay in the performance of its obligations under an Agreement.

7. Prices and Payment

- 7.1 All prices for Products are stated in Euros on an Ex Works (Incoterms 2020) basis, unless agreed otherwise between the Parties in writing, and are payable in Euros. Insofar as the Parties have agreed that Enstall Solutions shall invoice amounts due in any other currency than Euros, the invoiced amounts shall be calculated in the relevant local currency using the exchange rate published by the European Central Bank at the date of invoicing.
- 7.2 All amounts payable pursuant to an Agreement are stated exclusive of any VAT, excise, and export/import duties, and other taxes and levies, all of which (other than taxes levied on Enstall Solutions's income) are payable by the Customer unless expressly agreed otherwise in writing between the Parties. If any such taxes (other than reverse charge VAT) are properly chargeable on any provision of Products under an Agreement, the Customer shall pay to Enstall Solutions, in addition to the prices for the Products, an amount equal to the amount of the applicable taxes against delivery of an invoice that is appropriate and valid under the applicable tax rules. The Parties shall cooperate to minimise any VAT or other taxes and duties due in relation to an Agreement to the extent legally permitted.
- 7.3 The Customer shall pay amounts due in full, without set-off, deduction or withholding, in the currency in which they are invoiced, to the designated bank account of Enstall Solutions within thirty (30) days from the date of the invoice or such other payment term as is agreed in the

Agreement or set forth in the invoice. Enstall Solutions shall at all times be entitled to demand full or partial payment for Products in advance of delivery, or to demand security for payment. Enstall Solutions shall at all times be entitled to set appropriate credit limits for the Customer and to qualify deliveries based upon this limit and/or the granting of security for payment, at Enstall Solutions's discretion, and any changes Enstall Solutions makes to the Customer's credit limit or any other qualification will be notified to the Customer from time to time.

- 7.4 If the Customer is in default in respect of any payment obligation towards Enstall Solutions, Enstall Solutions shall, without prejudice to its other rights and remedies, be entitled to charge and the Customer shall be obligated to pay: (i) any maximum interest permitted under applicable laws on any overdue amounts, which interest shall accrue daily from the due date to the date of actual payment in full, and (ii) the extrajudicial costs of collection of all amounts owed to Enstall Solutions. In the event of Customer's payment default under any Agreement, Enstall Solutions shall additionally be entitled to suspend or cancel (further) performance of any and all of its obligations under all Agreements until the Customer has fully complied with all payment obligations. The Customer furthermore acknowledges that Enstall Solutions's credit insurance company will be notified.
- 7.5 The Customer is not entitled to set off amounts due by it to Enstall Solutions under an Agreement against amounts due to the Customer by Enstall Solutions under that Agreement or any other agreement between the Parties.
- 7.6 Enstall Solutions may, at its sole discretion and at any time, unilaterally discontinue or change the Products, and change the Product prices or the Specifications of Products, that are available for purchase by the Customer. Enstall Solutions shall use its reasonable efforts to provide the Customer advance written notice (including by way of a general notice through its Website or customer account) of any such material changes in a timely manner. Any such change to the Products, Specifications, and prices shall not affect any purchase orders that were confirmed by Enstall Solutions and are existing at the date that such change takes effect, unless (i) otherwise agreed between the Parties in writing or (ii) any factor on which the price was based changes between the date of confirmation of the order and the delivery date, including, but not limited to, any changes to (a) the Agreement, (b) the Specifications or (c) labor costs, raw material prices, taxes, and other legal charges or obligations.

8. Refund Conditions

- 8.1 Delivered Products can only be returned to Enstall Solutions within fifteen (15) Business Days after the date the Products are delivered to the Customer and only after written approval from Enstall Solutions, whereby Enstall Solutions will specify the applicable requirements for a return shipment and the costs for return processing. Any costs for a return shipment shall be payable by the Customer unless the return is due to an error attributable to Enstall Solutions. Any Products for which returns are requested need to be in packaging that is unopened, full, and original. Non-standard and custom Products are explicitly excluded from the return process.
- 8.2 The Customer will pay to Enstall Solutions an amount equal to 10% of the purchase price for the returned Products, which will be set off against the price for the returned Products reimbursable to the Customer, to compensate the handling, packaging, and administrative costs associated with the return. Any reimbursement of the purchase price for the returned Products will be subject to compliance with all return conditions as specified by Enstall Solutions. The reimbursement will be made by the same payment method as by which the Customer paid the respective invoice for the Products.
- 8.3 Any Product returned in accordance with this Clause 8 must be in good condition and equal to the state in which they were delivered. Enstall Solutions expressly reserves the right to inspect any Product returned and, if the Products are returned in a worse condition, reduce the amount to be reimbursed to the Customer accordingly.
- 8.4 If any Product needs to be exchanged, the same return process mentioned above must be followed *mutatis mutandis*. In such a case, the Customer should create a new purchase order.
- 8.5 No return will be accepted if the process set forth under this Clause 8 has not been followed. Any Product sent to Enstall Solutions without following the process set forth under this Clause 8 will be rejected.

9. Advice, Instructions, Training, and Support

- 9.1 Enstall Solutions may offer advice, instructions, training, and support in respect of the design, purchase, installation, maintenance, or use of the Products. Enstall Solutions shall use its

reasonable efforts to provide such advice, instructions, training, and support using the skill, expertise, and care one might reasonably expect from a diligent, suitably qualified, and experienced service provider, however, the Customer shall be solely responsible for its use of and reliance on any such advice, instructions, training and support, and any specifications, calculations, drawings, designs, and other information provided in the context thereof.

- 9.2 While Enstall Solutions may provide guidance and instructions on, and (software) tools for, the inspection of sites and structures for installation of the Products, the calculation of load bearing pressure, and the installation and maintenance of the Products, Enstall Solutions is never involved in the installation of the Products and the Customer is solely responsible for such inspection, calculations, installation, and maintenance, including by validating any such aforementioned guidance and instructions, and the results of any such aforementioned tools. The Customer, nor any other party, can derive any rights from any such advice, guidance, or instructions provided by Enstall Solutions, including (but not limited to) any calculations performed by Enstall Solutions.
- 9.3 The Customer shall hold Enstall Solutions and its Affiliates harmless from any and all Losses that they may incur as a result of any claims with respect to the use of designs, drawings, calculations, or other tools provided by Enstall Solutions in connection with the Products. However, this does not apply in cases where such losses result from mistakes or errors attributable to Enstall Solutions.
- 9.4 In the event that Enstall Solutions engages a third party for inspection of a site to determine the cause of any defects, Enstall Solutions shall be entitled to pass on any reasonable costs for such inspection to the Customer, or to any other party responsible for the installation of the Products, in the event that the third-party inspector determines that the cause of the defects lies in an installation error or any other non-compliance with instructions, guidance or advice provided by Enstall Solutions in connection with the use of the Products.

10. Intellectual Property Rights

- 10.1 Unless expressly agreed otherwise in writing between the Parties, all Intellectual Property Rights in and to the Products, the Enstall Solutions Trademarks, and any other works, materials (including software) or documentation made available by Enstall Solutions under an Agreement (including where the same has been developed by Enstall Solutions for the Customer at its cost) or Offer, or used by Enstall Solutions in the performance of an Agreement, including all improvements, translations, modifications or derivative works relating thereto, shall exclusively vest in Enstall Solutions or its third party licensors. Unless expressly specified otherwise in an Agreement, Enstall Solutions does not grant the Customer any license under, right or interest in, or make any assignment of, any such aforementioned Intellectual Property Rights.
- 10.2 The Customer shall not alter any of the Products, deface, remove, conceal or otherwise alter Enstall Solutions Trademarks used on, in or in relation to the Products, or attach any other trademarks or markings than the Enstall Solutions Trademarks to any Product. The Customer shall furthermore not (i) act in any manner which may invalidate or is inconsistent with any Intellectual Property Rights of Enstall Solutions, or which may harm the Enstall Solutions Trademarks' distinctive qualities, or Enstall Solutions's reputation or goodwill in this regard, or harm Enstall Solutions's business or trade name, or (ii) oppose the validity of Enstall Solutions Trademarks or seek (directly or indirectly) to register or assert any ownership rights to any Enstall Solutions Trademarks (in whole or in part) in any jurisdiction, or seek (directly or indirectly) to register, assert ownership of, or use trade names, trademarks, product and service names, brands, logo's, domain names, or any other marks which are, in Enstall Solutions's sole opinion (acting reasonably), identical or confusingly similar to (any element of) the Enstall Solutions Trademarks.
- 10.3 At Enstall Solutions's first request, the Customer is required to return any and all data as referred to in Clause 10.1 within the reasonable time as set by Enstall Solutions.

11. Confidentiality

- 11.1 Each Party (the "**Receiving Party**") receiving Confidential Information of the other Party (the "**Disclosing Party**") shall use and disclose such information only for the purposes of the performance of the Agreement in accordance with the terms thereof. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party against unauthorized disclosure to or access by third parties, and shall in any event use such care in respect of that Confidential Information as it would use in respect of its own Confidential Information and never less than a reasonable standard of care.
- 11.2 Clause 11.1 does not apply to any information which the Receiving Party can demonstrate:

- (a) is in or subsequently enters the public domain other than as a result of a breach of Clause 11.1;
 - (b) has been or is subsequently received by the Receiving Party from a bona fide third party who is under no confidentiality obligation in respect of that information;
 - (c) has been or is subsequently independently developed by the Receiving Party without use of the Confidential Information; or
 - (d) was previously known to the Receiving Party free from any obligation to keep it confidential.
- 11.3 The confidentiality obligations under Clause 11.1 shall not restrict any disclosure of Confidential Information (a) which is required for the purposes of defending or enforcing a Party's rights under an Agreement at law, or (b) which is required by law or by a rule of a listing authority or stock exchange to which any Party is subject or submits, or by any court, arbitrator, supervisory authority or governmental authority with relevant powers to which any Party is subject or submits.

12. Data Protection

- 12.1 For the purposes of this Clause 12, the terms "personal data", "controller", and "process" (including conjugations thereof) have the meanings given in the Data Protection Laws.
- 12.2 Each Party acknowledges that it is a controller in respect of any personal data of or deriving from the other Party processed by such first-mentioned Party in performing its obligations under an Agreement, and that it shall process such data in strict accordance with all applicable Data Protection Laws. The processing of such data is necessary and derived from a Party's legitimate interest, as well as the following bases for processing: (i) the performance and monitoring of the contractual relationship between the Parties, (ii) the performance of any services under an Agreement; and (iii) compliance with statutory obligations (including, but not limited to, those on the prevention of money laundering).
- 12.3 The Customer acknowledges and agrees that Enstall Solutions shall process personal data of or deriving from the Customer in accordance with Enstall Solutions's privacy statement as made available on the Website, as the same may be varied from time to time (including the GDPR and LOPD, as applicable).
- 12.4 Data subjects may exercise their rights established by applicable Data Protection Laws in writing to each Party, including their right of access, right to rectification, erasure, objection, data portability, restriction of processing, and not to be subject to automated individual decision-making. Data subjects can file claims or requests about their personal data rights with the relevant data protection authority.

13. Warranties

- 13.1 Each Party represents and warrants that:
- (a) it is duly incorporated and validly existing under the applicable law of the country of its incorporation;
 - (b) it has the requisite corporate power, capacity and authority, and has obtained all consents, permissions and licences necessary, to enter into, deliver and perform its obligations under each Agreement; and
 - (c) its entry into and performance of an Agreement does not and will not conflict with (or cause such Party to breach) (i) any applicable law, (ii) its constitutional documents, or (iii) any agreement, licence or instrument binding upon it or any of its assets.
- 13.2 Enstall Solutions represents and warrants that:
- (a) upon delivery, the Products shall be new (not used or refurbished), and title to the Products shall be free and clear of all liens, security interests, charges, encumbrances and other restrictions except as set out in Clause 5.3; and
 - (b) for the Warranty Period, the Products shall, subject to Clause 13.3, be free from material deficiencies in materials or workmanship and materially comply with their relevant Specifications.
- 13.3 The warranties given by Enstall Solutions under Clause 13.2 in respect of the Products are subject

to the Warranty Conditions and the further provisions of this Clause 12, and the Customer shall follow the warranty procedure set out in the Warranty Conditions in order to be entitled to any remedy in respect of Defects. The remedies set forth in the Warranty Conditions shall, to the fullest extent permitted under applicable law, constitute Enstall Solutions's sole liability and the Customer's sole remedies in respect of Defective Products, replacing any other rights and remedies available to a purchaser under the Spanish Civil Code and the Spanish Commercial Code.

- 13.4 To the extent permitted under applicable law and except as otherwise provided in an Agreement or these Terms and Conditions, all express or implied representations, warranties, and conditions in respect of the Products, including as regards their conformity to the Agreement, quality, fitness for any particular purpose, merchantability, or non-infringement are expressly excluded.

14. Liability

- 14.1 Without prejudice to the provisions of Clause 12 and subject to the further provisions of this Clause 14, Enstall Solutions's aggregate liability under any Agreement for damages incurred by the Customer shall be limited to the lower of the amount (a) effectively paid by the Customer under the Agreement in relation to the Products in respect of which the damages are claimed, or (b) received by Enstall Solutions under any insurance of Enstall Solutions in relation to the damages concerned.
- 14.2 Enstall Solutions's liability under any Agreement for any loss of profits (*lucro cesante*), loss of revenues, loss of anticipated savings, loss of goodwill, loss of business opportunities, business interruptions or any other indirect damages or loss is excluded.
- 14.3 Nothing in these Terms and Conditions or in an Agreement shall operate to exclude or restrict a Party's liability for any damages or loss resulting from its wilful misconduct (*dolo*) or gross negligence (*culpa grave*), or which can otherwise not lawfully be excluded or limited under mandatory provisions of applicable law.

15. Force Majeure

- 15.1 If a Party is delayed or prevented from complying with its obligations under an Agreement by a Force Majeure Event, then the requirement to comply with those obligations shall be suspended to the extent that performance is delayed or prevented by that event. As soon as reasonably practicable after becoming aware of the Force Majeure Event, the respective Party shall notify the other Party in writing of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement.
- 15.2 Each Party shall use its reasonable efforts to prevent and mitigate the effects of the Force Majeure Event on the performance of its obligations under an Agreement, and as soon as reasonably possible after the end of the Force Majeure Event notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Agreement.

16. Termination

- 16.1 Without prejudice to any termination rights provided in an Agreement or under applicable law, a Party may, without prejudice to its other rights or remedies, terminate an Agreement in whole or in part without court intervention with immediate effect by written notice to the other Party upon the occurrence of any of the following events:
- (a) a breach by the other Party of its obligations under an Agreement, which breach is incapable of remedy or which breach, if capable of remedy, is not remedied within thirty (30) days after written notice from the other Party requiring the breach to be remedied or such longer period as is indicated in such notice;
 - (b) if the other Party:
 - (1) has an administrator (*administrador concursal*) or liquidator (*liquidador*) appointed;
 - (2) is dissolved (*disuelta*) or falls into or passes a resolution or makes a determination for its legal dissolution or liquidation (other than for the purpose of a bona fide restructuring plan), or a court of competent jurisdiction makes an order to that effect;
 - (3) becomes subject to an administration order or petition for its insolvency or bankruptcy;
 - (4) is unable to pay its debts when they fall due or such situation is imminent; or

(5) ceases (or threatens to cease) to carry on business for more than a year.

16.2 A Force Majeure Event has prevented, hindered or delayed the other Party's performance of its obligations under an Agreement for a consecutive period of more than sixty (60) days.

17. Consequences of Termination

17.1 Subject to the further provisions of this Clause 17, the termination or expiry of an Agreement shall not affect (i) any accrued rights or liabilities of a Party under the Agreement or any Offer existing at the time of such termination or expiry, or (ii) the continuance of those provisions of the Agreement which are necessary for the interpretation or enforcement of the Agreement or which by their wording or nature are reasonably intended to continue.

17.2 The termination or expiry of an Agreement shall not affect any Offer existing at the time of such termination or expiry, and the terms of an Agreement shall continue to apply in full force and effect in respect of each such Offer until it is performed in full, provided that in the event of termination of an Agreement by Enstall Solutions pursuant to Clause 16.1, Enstall Solutions shall be entitled, at its discretion, to cancel or continue any such existing Offers.

17.3 Upon the termination or expiry of an Agreement for any reason and upon written request of the Disclosing Party, the Receiving Party shall, at its own costs and at the option of the Disclosing Party, either return or destroy all Confidential Information related to or provided by the Disclosing Party that is in its possession or control, provided that the Receiving Party shall be entitled to retain (without prejudice to the confidentiality obligations under an Agreement) such information as is required to comply with its mandatory obligations under applicable law or as contained in any electronic file created pursuant to any routine backup or archiving procedure so long as such file is not generally accessible beyond the need for disaster recovery or similar operations.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions and each Agreement are governed by the common laws of Spain. The application to any Agreement of the United Nations Convention on Contracts for the International Sale of Goods (*Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías*) is excluded.

18.2 Unless expressly agreed otherwise between the Parties in writing, any dispute, claim, or controversy relating to these Terms and Conditions or an Agreement, or to the breach, termination, enforcement, interpretation or validity thereof, whether contractual or non-contractual, that cannot be resolved amicably shall be exclusively referred for adjudication by the competent courts of the city of Valencia, Spain.

Lastly amended: 1 July 2025

SCHEDULE 1

Definitions

1. In addition to terms defined elsewhere in these Terms and Conditions, the following terms with an initial capital shall have the following meanings throughout these Terms and Conditions (including its recitals and Schedules) unless the context apparently requires otherwise:
 - (a) "**Affiliate**" means, with regard to Enstall Solutions, any other Person directly or indirectly controlling, controlled by, or under common control with Enstall Solutions, and the term "control" (and conjugations thereof) shall in this context be interpreted in accordance with article 42 of the Spanish Commercial Code.
 - (b) "**Agreement**" means any agreement, including a confirmed purchase order, for the sale and delivery of Products by Enstall Solutions to any Customer.
 - (c) "**Business Day**" means any day of the week, except Saturday and Sunday and any day on which commercial banks are required by applicable laws to be closed in Valencia, Spain.
 - (d) "**Confidential Information**" means (i) the terms of an Agreement, and (ii) all information about a Party or pertaining to the business affairs of a Party or its Affiliates which, in relation to or in connection with an Agreement, is (directly or indirectly) disclosed to or otherwise acquired by the other Party in any form (whether orally, electronically, in writing or by another means), including information on products, services, operations, processes, plans or intentions, developments, trade secrets, knowhow, (works protected by) Intellectual Property Rights, market opportunities, personnel, customers, suppliers, and subcontractors, and all information derived from the foregoing, in each case insofar as such information would, under the circumstances, appear to a reasonable person to be of a confidential nature or is expressly stated to be confidential or proprietary.
 - (e) "**Consumer**" means a natural person whose activities must be interpreted in accordance with the Spanish Consumers Act.
 - (f) "**Customer**" means each Person to whom Enstall Solutions has submitted an Offer or with whom Enstall Solutions has concluded an Agreement.
 - (g) "**Data Protection Laws**" means (a) the GDPR, (b) the LOPD, and (c) any other applicable data protection and privacy laws.
 - (h) "**Defects**" and "**Defective**" means a demonstrable failure of a Product to conform to the warranties under Clause 13.2(b).
 - (i) "**Disclosing Party**" has the meaning given to in Clause 11.1.
 - (j) "**Enstall Solutions**" means Enstall Solutions S.L.U.
 - (k) "**Enstall Solutions Trademarks**" means any registered or unregistered trademark, trade name, product name, service name, domain name, brand, logo, or other mark owned or used by or on behalf of Enstall Solutions.
 - (l) "**Force Majeure Event**" means an event which could not have been foreseen or that, if they were foreseen, were beyond the reasonable control of the relevant party, including any strike, lock-out or labour disputes, act of God, fire, flood, storm and other extreme weather conditions, war, military action, acts of governmental authorities, riot, terrorism, epidemic, pandemic, explosion, material breakdown or malfunction of plant, machinery or software, failure of delivery or material lack or shortage of essential supplies and services (including raw materials, waste processing, electrical power, fuel, or water), and including where any such event arises in respect of the relevant party's suppliers or subcontractors.
 - (m) "**GDPR**" means 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- (n) "**Intellectual Property Rights**" means (i) any and all intellectual or industrial property rights anywhere in the world, whether registered or unregistered and whether having a statutory basis or existing under equity, common law or otherwise, including, without limitation, patents, utility model rights, rights in layout-designs (topographies) of integrated circuits, rights in trade secrets, rights in confidential information and know-how, design rights, copyrights (including rights in software), neighbouring rights, database rights or other rights in compilations of data, and any and all rights of a similar nature, and (ii) all applications and rights to apply for any of such aforementioned intellectual or industrial property rights, including registrations, renewals and extensions, anywhere in the world.
- (o) "**LOPD**" means the Spanish Law 3/2018, of 5 December, on data protection and guarantee of digital rights.
- (p) "**Loss**" or "**Losses**" means any and all claims, losses, damages, liabilities, penalties, fines, taxes, charges, costs (including internal costs), and expenses of whatever nature (including attorneys' fees and court fees) howsoever arising.
- (q) "**Offer**" means any offer or quotation made by or on behalf of Enstall Solutions by an authorised representative of Enstall Solutions for the sale and delivery of Products by Enstall Solutions.
- (r) "**Parties**" means Enstall Solutions and Customer.
- (s) "**Person**" means any individual, firm, partnership, trust, limited liability entity, joint venture, company, corporation, body corporate, unincorporated body, association, organization, government, state, agency of a government or state, local or municipal authority or other governmental body, in each case whether or not having separate legal personality, and includes that person's legal representatives, successors, permitted assigns and permitted nominees in any jurisdiction.
- (t) "**Products**" means mounting materials and systems for solar panels, and any other goods (including spare parts) that Enstall Solutions may offer for sale from time to time.
- (u) "**Receiving Party**" has the meaning given to it in Clause 11.1.
- (v) "**Spanish Civil Code**" means the Spanish Royal Decree of 24 July 1889 approving the Civil Code.
- (w) "**Spanish Commercial Code**" means the Spanish Royal Decree of 22 August 1885 approving the Commercial Code.
- (x) "**Spanish Consumers Act**" means the Spanish Royal Decree 1/2007 of 16 November 2007 approving the revised text of the General Law for the Defence of Consumers and other complementary laws.
- (y) "**Specifications**" means, in respect of each Product, the written functional and technical specifications of such Product as set forth in the documentation provided by Enstall Solutions in respect of such Product, and as may be further specified in an Agreement.
- (z) "**Terms and Conditions**" means the present general terms and conditions of sale, including the Warranty Conditions, as the same may be amended from time to time in accordance with the provisions herein.
- (aa) "**VAT**" means (i) any tax imposed in compliance with the EU Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, and (ii) any similar sales or use tax, or tax of a similar nature imposed in any jurisdiction, and (iii) any tax imposed in substitution for, or levied in addition to, such tax referred to in the aforementioned items (i) or (ii).
- (bb) "**Warranty Conditions**" means the warranty conditions of Enstall Solutions in respect of the Products which apply at the date of delivery thereof under an Agreement, as set forth from time to time on the Website.
- (cc) "**Warranty Period**" has the meaning given in the Warranty Conditions.

(dd) "**Website**" means XXX or any other website that may be notified by Enstall Solutions to the Customer from time to time.

2. In these Terms and Conditions:

- (a) the words "include", "including" and "includes" shall be deemed to be followed by the words "without limitation";
- (b) a reference to a "Clause" or a "Schedule" shall mean a clause of or schedule to these Terms and Conditions;
- (c) a reference to any statutory law shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same; and
- (d) the headings are inserted for convenience and reference purposes only and do not affect the interpretation of the Terms and Conditions.

3. Where in these Terms and Conditions any information, confirmation, offer, order, acceptance, approval, or consent is required to be "written" or to be provided "in writing", such shall include the provision thereof in a generally accessible, reproducible and storable digital format, and the communication thereof by email or any other form of electronic communication set forth in these Terms and Conditions or otherwise agreed between the Parties.