

General Terms and Conditions of Sale and Warranty

1. DEFINITIONS:

- 1.1 **“Buyer”** refers to the entity to which the Seller supplies the Products under the Contract.
- 1.2 **“Contract”** refers to the purchase order signed by the Buyer and accepted by the Seller in writing, or the contractual agreement signed by both parties for the sale of Products, together with these Terms and Conditions, the Seller’s final offer, and the Seller’s order confirmation.
- 1.3 **“Contract Price”** refers to the price indicated in the Contract for the sale of the Products, including adjustments (if any) in accordance with the Contract.
- 1.4 **“Insolvency Proceedings”** (Concurso de acreedores) occurs when a party becomes insolvent and unable to meet all of its outstanding payments. This includes situations of bankruptcy and suspension of payments.
- 1.5 **“Products”** refers to the equipment, parts, materials, supplies, software, and other goods that the Seller has agreed to supply to the Buyer under the Contract.
- 1.6 **“Standard Products”** refers to the Products included in the Seller’s catalog and price list.
- 1.7 **“In-Stock Standard Products”** refers to Standard Products available in inventory and without a minimum order requirement by the Seller.
- 1.8 **“Non-Standard Products”** refers to Products not included in the Seller’s catalog and price list, custom-manufactured for the Buyer.
- 1.9 **“Seller”** refers to ECOHIDRO, located at Polígono Industrial El Arreaque, Mod.10, Parcelas 4/8, 30170 Mula (Murcia), Spain, with CIF B-73488868, or the entity supplying Products under the Contract.
- 1.10 **“Terms and Conditions”** refers to these “Product Sale Terms and Conditions, as well as any annexes that may be incorporated into the Contract, along with all modifications or additional provisions indicated in the Seller’s final offer or agreed upon in writing by the Seller.

2. ACCEPTANCE:

- 2.1 The acceptance of the purchase order by the Buyer, the signing of the contractual agreement by the parties, or the sale of any Product implies the Buyer’s express acceptance of these Terms and Conditions.
- 2.2 Any acceptance of the Seller’s offer is expressly limited to the acceptance of these Terms and Conditions, and the Seller expressly rejects any additional or different terms proposed by the Buyer.
- 2.3 No facility entry form shall modify these Terms and Conditions, even if signed by the Seller’s representative.
- 2.4 Unless otherwise indicated in the offer, the Seller’s offer shall expire 30 days from its date and may be modified or canceled by the Seller before receiving the Buyer’s acceptance.
Civil works, trenching, electrical connections, and physical/chemical water treatment are not included in the Seller’s offer.

3. CANCELLATION:

- 3.1 The Seller will not accept cancellations of purchase orders and/or Contracts unless the Seller expressly consents in writing.
- 3.2 Cancellation of Purchase Orders or Contracts for Standard Products; cancellation may be requested prior to the shipment of the Products to the Buyer. The Buyer shall pay the Seller 0% if the goods have not been manufactured, up to 20% if the goods are in the process of being manufactured, and up to 50% if the goods are already manufactured.
- 3.3 Cancellation of Purchase Orders or Contracts for Standard Products in Stock; cancellations may be accepted by the Seller prior to the shipment of the Products to the Buyer. When the amount to be cancelled is less than or equal to ten thousand euros (€10,000), it shall be processed at no cost to the Buyer. When the amount to be cancelled exceeds ten thousand euros (€10,000), the Buyer shall pay the Seller 0% if the goods have not been manufactured, up to 20% if the goods are in the process of being manufactured, and up to 50% if the goods are already manufactured.
- 3.4 Cancellation of Purchase Orders or Contracts for Non-Standard Products; such cancellations shall be subject to the Seller’s discretion. The Buyer shall pay the Seller up to 25% if the cancellation occurs before the start of the manufacturing process or the purchase of goods by the Seller, up to 50% if it occurs after the start of the manufacturing process or the purchase of goods by the Seller, and up to 100% if the goods have been manufactured and are ready for delivery to the Buyer.
- 3.5 The expense percentages referred to in clauses 3.2, 3.3, and 3.4 shall be determined by the Seller and shall be calculated based on the total amount of the purchase order or Contract.
- 3.6 The Seller may, unilaterally and without prior notice, cancel purchase orders or Contracts if the Buyer fails to collect the Products within a maximum period of three (3) months starting from the agreed shipment and/or delivery date. In such cases, the Buyer shall pay the Seller expenses in accordance with clauses 3.2, 3.3, and 3.4.

4. PRICES AND PAYMENT:

- 4.1 Prices are always Ex Works (EXW), including packaging.
- 4.2 The Seller reserves the right to modify prices at any time without prior notice.
- 4.3 Payments shall be made in Euros (€) according to the payment schedule in the Contract.
- 4.4 Late payments will incur a monthly charge of 2% on the outstanding balance.
- 4.5 If requested, the Buyer must provide a “Payment Guarantee” (irrevocable Letter of Credit or on-demand Bank Guarantee).
- 4.6 The Seller is not obligated to perform until all Payment Guarantees and partial payments are received. Delivery schedules will be extended by the duration of any delay.

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4.7 If the Buyer's financial status is deemed insufficient, the Seller may demand advance payment, restructure terms, or terminate the Contract.

5. TAXES AND FEES:

The Buyer is responsible for all taxes, levies, fees, or charges related to the Contract, except those expressly assumed by the Seller in writing.

6. DELIVERIES:

6.1 Delivery terms are EXW Mula (Murcia), Spain (Incoterms 2020).

6.2 Discrepancies in quantity, type, or price must be reported within ten (10) days of receipt.

6.3 Delivery times are non-binding. Seller's liability for delays is limited exclusively to these Terms.

6.4 Delays do not authorize the Buyer to cancel the Contract, especially if caused by Force Majeure (Clause 10).

7. RETURNS:

7.1 No returns are accepted without express written consent from the Seller.

7.2 Return requests must be made within 15 days of delivery. Accepted returns require a Return Goods Authorization (RGA) number, must be sent freight prepaid by the Buyer, and delivered within 30 days of the RGA issuance.

7.3 Products must be returned new, unused, in original packaging, and in resalable condition.

7.4 Accepted returns incur a restocking fee of up to 50% of the Product value.

7.5 An additional 25% fee applies if the requirements of clauses 7.2 and 7.3 are not met.

8. RISK OF LOSS AND TITLE:

8.1 Title and risk of loss pass to the Buyer upon delivery (Clause 6.1). However, in installment payments, the Seller retains title until full payment is received.

8.2 If the Buyer cannot receive the Products when ready, the Seller may store them at the Buyer's expense. In such cases: (i) risk of loss passes immediately, (ii) delivery is deemed complete, and (iii) storage costs are payable by the Buyer.

9. LIMITED WARRANTY:

9.1 The Seller warrants that the Products comply with the mutually agreed specifications and shall be delivered free from defects in materials and workmanship.

9.2 The warranty for Products shall expire one (1) year from the date of shipment. After such period, no claims or returns of any kind will be accepted for this reason.

9.3 If the Products do not satisfy the aforementioned warranties, the Seller shall, at its option, repair or replace the defective Products, provided that the Buyer notifies the Seller of such non-conformity in writing before the end of the warranty period and within thirty (30) days of the discovery of the anomaly or defect. Repair, replacement, or new performance under warranty by the Seller shall not extend or renew the corresponding

warranty period.

9.4 The Buyer shall obtain the Seller's approval regarding the specifications of any test it intends to perform to determine if a non-conformity exists. In any case, the Seller may previously verify the alleged defects by the means it deems appropriate, and the Buyer shall not hinder the actions of the persons designated by the Seller to verify such non-conformity.

9.5 The Warranty shall not cover:

(a) defects and/or malfunctions caused by storage, installation, commissioning, use, or maintenance of the Products performed by the Buyer or third parties;

(b) defects and/or malfunctions caused by installation or use not complying with the Seller's specifications and instructions for the recommended purpose;

(c) defects and/or malfunctions due to the use or disposal of the Products for purposes other than those indicated by the Seller;

(d) defects and/or malfunctions arising from misuse and/or negligence by the Buyer, as well as those arising from alterations, tampering, and/or use of the Products in conjunction with parts and/or components without the Seller's express approval;

(e) defects and/or malfunctions caused by inadequate installation or maintenance, or use not in accordance with the user manuals provided by the Seller;

- (f) defects and/or malfunctions caused by incoming water that does not meet the physical, chemical, and/or biological parameters agreed upon and/or indicated by the Buyer and used for the Product design, and/or those caused by substances or components in the incoming water unknown to the Seller prior to the technical offer;

- (g) defects, damages, and/or malfunctions when chemical concentrates are used or applied internally or externally causing damage to the Products;

- (h) defects and/or malfunctions caused by the use of consumables other than those authorized by the Seller in writing;

- (i) defects and/or malfunctions caused by operating conditions different from the intervals or parameters indicated by the Seller, including but not limited to: working pressure conditions, water source quality, electrical supply voltage, and/or exposure to aggressive environments (saline, acidic, basic, etc.);

- (j) repairs, modifications, or alterations performed by the Buyer or third parties without the Seller's written consent, or not following the Seller's instructions;

- (k) repair of damages resulting from the use of Products in locations, environments, or for purposes where the appropriate factors or conditions for optimal performance are not met;

- (l) normal wear and tear;

- (m) consumables required for the operation of the Products;

- (n) losses and/or damages to property or persons related to the installation, commissioning, use, and/or maintenance performed by the Buyer or third parties;

- (o) damage to systems or equipment in which the Products are integrated during periods of defective

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- operation;
 - (p) damages and defects attributable to fortuitous events or Force Majeure (as described in Clause 10);
 - (q) losses and/or damages caused by inadequate operating conditions outside the intervals or parameters indicated by the Seller.
 - For the entire range of irrigation products, in addition to the above, the warranty shall not cover: (a) defects, malfunctions, damages, or clogging caused by amphibians, insects, ants, rodents, animals, or external elements; (b) clogging of drippers not attributable to a manufacturing defect; (c) malfunctions caused by decantation, precipitation, accumulation of bacteria or algae, suspended silt or clay, and chemical precipitation; (d) malfunctions caused by the failure to install a pre-filter or other hydraulic or electrical events; (e) malfunctions caused because the irrigation water has not been filtered or treated within the levels/limits specified by the Seller.
- 9.6 The warranty shall not cover access costs necessary to carry out the Seller's warranty rectification work (including removal or replacement of parts, structures, or other parts of the Buyer's facilities), assembly/disassembly, decontamination, and installation/reinstallation.
- 9.7 This warranty shall not extend to products, materials, components, or accessories not manufactured by the Seller or not purchased directly from the Seller, even if used in conjunction with the Products. This is not a warranty for consumers or end-users and extends only to customers who purchase the Seller's products directly.
- 9.8 These limited warranty terms and conditions establish the exclusive rights and remedies for all claims based on Product failure or defects, regardless of when the failure appears and whether the claim is based on contract, warranty, indemnity, tort (including negligence), or any other type of liability. The warranties in this clause supersede all other warranties and conditions, whether written, oral, implied, or statutory. The Seller will not accept any warranty terms other than those expressed herein.

10. FORCE MAJEURE:

- 10.1 The Seller shall not be held liable or deemed to be in breach of its obligations under the Contract if the Seller's performance is delayed or hindered, directly or indirectly, by a cause beyond its reasonable control, or by any unforeseen event, or one which, being foreseeable, could not have been avoided. These include, but are not limited to: armed conflict, meteorological phenomena, storms, heat or cold waves, floods, snow, landslides, fire, hail, thunderstorms, earthquakes, acts or threats of terrorism, epidemics, strikes or other labor disputes, acts or omissions of a state authority, the Buyer, or the Buyer's contractors or suppliers, acts or omissions of the Seller's suppliers, disruption of the Seller's manufacturing/production/assembly process for any reason, malfunction of the Seller's production/manufacturing/assembly machinery and/or tools for

any reason, validation and testing of the Products by the Seller, electricity or power outages, power surges, water cuts, etc.

- 10.2 If a Force Majeure event occurs, the Seller's performance schedule shall be extended by the amount of time lost due to the event, plus any additional time that may be necessary to overcome the effects of said event.

11. TERMINATION AND SUSPENSION:

- 11.1 The Seller may suspend or terminate the Contract (or any affected part thereof) immediately for just cause if the Buyer: (i) enters into Insolvency Proceedings, or (ii) substantially breaches its material obligations under the Contract, including, but not limited to, the Buyer's inability or delay in delivering the Payment Guarantee, making any payment when due, or fulfilling any payment condition.
- 11.2 If the Contract (or any part thereof) is terminated for the reasons specified in Clause 11.1, or for any cause other than a breach by the Seller, the Buyer shall pay the Seller for all Products completed and/or in the process of manufacture prior to the effective date of termination, as well as any expenses incurred by the Seller in connection with said termination.
- 11.3 Both the Buyer and the Seller may terminate the Contract (or the affected part thereof) by providing twenty (20) days' notice if a Force Majeure event (as described in Clause 10) lasts longer than one hundred and twenty (120) days. In such event, the Buyer shall pay the Seller the amounts due under Clause 11.2.
- 11.4 The Buyer shall pay all reasonable expenses incurred by the Seller in connection with a suspension. The schedule for the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. INDEMNIFICATION:

Both the Buyer and the Seller (as the "Indemnifying Party") shall indemnify the other party (as the "Indemnified Party") from and against all claims brought by a third party for personal injury or damage to the tangible property of that third party, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. For the purposes of the Seller's indemnification obligation, no part of the Products or the facilities in which the Products are used shall be considered third-party property.

13. COMPLIANCE WITH REGULATIONS:

- 13.1 The Buyer shall comply with all applicable laws regarding the application, operation, use, and disposal of the Products.
- 13.2 The Seller's obligations are conditioned upon the Buyer's compliance with all trade control laws and other applicable regulations. The Buyer shall not transship, re-export, divert, or direct Products except to the final country of destination declared by the Buyer and specified as such on the Seller's invoice.
- 13.3 Notwithstanding any other provision, the Buyer shall

timely obtain, process, and maintain in effect all permits, licenses, exemptions, documentation filings, registrations, and other authorizations required for the sale of the Products.

14. LIMITATION OF LIABILITY:

- 14.1 The Seller's total liability for all claims of any kind arising out of or related to the formation, performance, or breach of the Contract, or for any Product or Service, shall not exceed (i) the Contract Price, or (ii) if the Buyer places multiple orders under the Contract, the price of each individual order for all claims arising out of or related to that order, and ten thousand euros (€10,000) for all claims not forming part of a specific order.
- 14.2 In no event shall the Seller be liable for loss of profit, loss of use of the Product, loss of time, loss of revenue, business interruption, cost of replacement power, cost of capital, downtime costs, increased operating costs, and/or third-party claims against the Buyer.
- 14.3 All liability of the Seller shall terminate upon the expiration of the corresponding warranty period. However, the Buyer may pursue a claim that was notified before that date by initiating legal action or arbitration, as applicable under this Contract, before the expiration of any statute of limitations or other legal time limit, but under no circumstances later than one year after the end of said warranty period.

15. GENERAL CLAUSES:

- 15.1 The Products sold by the Seller are designed for use in connection with the activities and/or facilities indicated in the Contract, and the Buyer warrants that it will not use or allow other parties to use the Products or Services for other purposes without the Seller's prior written consent. If such use occurs in violation of this clause, the Seller disclaims all liability for damage, injury, or contamination, and the Buyer shall indemnify and hold the Seller harmless against all such liability.
- 15.2 The following clauses shall survive the termination or cancellation of the Contract: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.
- 15.3 No modification, revision, termination, or waiver of the Contract shall be binding upon the parties unless agreed upon in writing.

16. GOVERNING LAW AND DISPUTE RESOLUTION:

- 16.1 This Contract shall be governed by and construed in accordance with the laws of the Spanish State.
- 16.2 All disputes arising in connection with the Contract, including questions regarding its existence and/or validity, shall be submitted to the jurisdiction of the Courts and Tribunals of the city of Murcia (Spain).