

GENERAL TERMS CONDITIONS OF SALE

1. PURPOSE, SCOPE AND PREVALENCE

- 1.1 These General Terms and Conditions of Sale ("GTCS") govern the sale and/or supply by 360 ZOLUTIONS EUROPE, S.L. (hereinafter "360 ZOLUTIONS") of goods, equipment, materials, spare parts and/or associated services (hereinafter the "Products") to the customer ("Customer").
- 1.2 These GTS apply to the exclusion of any other terms and conditions of the Customer (including those printed on orders, emails, websites or documents of the Customer), unless expressly accepted in writing by 360 ZOLUTIONS.
- 1.3 In the event of any conflict between: (i) the commercial offer or proposal from 360 ZOLUTIONS ("Offer"), (ii) the order confirmation ("Confirmation"), and (iii) these GTC, the following order shall prevail: Confirmation → Offer → GTC, unless otherwise expressly stated.

2. DEFINITIONS AND COMMUNICATIONS "IN WRITING"

- 2.1 "In writing" includes a signed document, a letter, an email, or any other means agreed between the Parties that provides a written record.
- 2.2 No employee or representative of 360 ZOLUTIONS is authorised to amend these Terms and Conditions or to make any additional warranties, unless expressly authorised in writing by 360 ZOLUTIONS.

3. FORMATION OF THE CONTRACT AND ORDERS

- 3.1 The Offer does not constitute automatic acceptance of the Customer's order. The contract is only concluded when 360 ZOLUTIONS issues a written Confirmation.
- 3.2 The Customer's order must include, at a minimum: the Customer's full details, a sufficient technical description of the Products, quantities, destination, Incoterms (if applicable), desired delivery dates and any regulatory or administrative requirements.
- 3.3 Any product, scope, service or requirement not included in the Confirmation shall be regarded as additional and may incur an extra charge and require an extended timeframe.

4. PRICES

- 4.1 Unless otherwise agreed, prices are quoted net and in accordance with the Incoterm specified in the Quotation/Confirmation. In the absence of an agreed Incoterm, delivery shall be made EX WORKS (Incoterms® 2020) from the premises of 360 ZOLUTIONS.
- 4.2 The Offer shall remain valid for the period specified therein. If the order is not received within the validity period, 360 ZOLUTIONS may revise its prices and terms and conditions.
- 4.3 Once the Confirmation has been issued, prices shall remain fixed for the agreed delivery period, except in the event of changes requested by the Customer or in cases of force majeure or hardship in accordance with clause 17.

5. TAXES

5.1 Prices do not include VAT or any other applicable taxes, duties or surcharges, which will be charged on the invoice in accordance with current legislation.

6. TERMS OF PAYMENT

6.1 The terms of payment shall be as set out in the Confirmation (e.g. advance bank transfer, milestone payments, letter of credit, payment on due date, etc.).

6.2 In the event of non-payment or delay, 360 ZOLUTIONS may: (i) suspend deliveries and/or services, (ii) withhold documentation, (iii) demand advance payments, and (iv) terminate the contract in accordance with these GTC.

6.3 Overdue amounts shall accrue interest at a rate of Euribor + 3% per annum (or the maximum permitted by law if lower/higher), from the day following the due date until full payment, plus reasonable collection costs.

7. DELIVERY, TIME LIMITS AND TRANSFER OF RISK

7.1 Delivery shall be interpreted in accordance with the current Incoterms® (Incoterms 2020) agreed in the Confirmation. If no agreement exists, EX WORKS shall apply.

7.2 Unless expressly agreed otherwise, delivery times are estimated and not essential. They shall commence from the latest of the following dates: (i) receipt of the complete order with final specifications and full instructions, or (ii) receipt of the agreed deposit, or (iii) approval of drawings/documentation where applicable.

7.3 The risk of loss or damage shall pass to the Customer in accordance with the agreed Incoterm (or, failing that, at the time of delivery EX WORKS).

7.4 If 360 ZOLUTIONS anticipates a significant delay, it shall notify the Customer in writing, stating the reason and providing a revised estimate.

8. INSPECTION, ACCEPTANCE AND CLAIMS

8.1 The Customer must inspect the Products upon receipt and notify 360 ZOLUTIONS in writing of any apparent non-conformity or damage caused in transit within a maximum of 7 calendar days from delivery/receipt, providing evidence.

8.2 Claims do not suspend the obligation to pay undisputed amounts.

9. RETENTION OF TITLE

9.1 The Products shall remain the property of 360 ZOLUTIONS until full payment of all sums owed by the Customer to 360 ZOLUTIONS for any reason, to the extent permitted by applicable law.

9.2 Until title passes, the Customer must: (i) store the Products diligently and separately, ensuring they are identifiable as the property of 360 ZOLUTIONS, (ii) not alter any labels or packaging, (iii) keep them insured for their replacement value against standard commercial risks, providing proof of cover upon request by 360 ZOLUTIONS.

9.3 The Customer's right of possession shall cease automatically if: (i) non-payment occurs, (ii) the Customer encumbers or disposes of the Products contrary to these GTC, or (iii) insolvency or similar proceedings are initiated.

9.4 In such cases, 360 ZOLUTIONS may recover the Products and the Customer shall provide reasonable access to the premises where they are located.

10. DOCUMENTATION, MANUALS AND SUPPORT

10.1 360 ZOLUTIONS shall provide the necessary documentation for installation/use in the language specified in the Confirmation (by default, English or Spanish, as agreed).

10.2 Where agreed, 360 ZOLUTIONS may provide reasonable remote support. On-site support, if requested, will be invoiced separately (travel, subsistence, accommodation and labour).

10.3 The Customer is solely responsible for any permits, licences, certifications and formalities required by local regulations at the installation site, unless it is expressly agreed that 360 ZOLUTIONS shall assume this responsibility.

11. WARRANTY

11.1 360 ZOLUTIONS warrants that the Products shall be free from defects in design, materials and workmanship for 12 months from the date of delivery as per clause 7, provided that: (i) they are used properly, (ii) they are installed in accordance with manuals/instructions, and (iii) maintenance is carried out in accordance with specifications.

11.2 The Customer must notify 360 ZOLUTIONS in writing of the defect within 7 calendar days of its discovery.

11.3 The warranty is limited, at the discretion of 360 ZOLUTIONS, to the repair or replacement of the defective Product or part. It does not include dismantling, reassembly, civil engineering works, auxiliary equipment, production downtime or indirect costs, unless expressly agreed.

11.4 The following are excluded from the warranty: normal wear and tear, consumables, damage caused by misuse, incorrect installation, unauthorised modifications, accidents, force majeure, power supply outside the specified parameters, unsuitable environmental conditions or poor maintenance.

12. LIMITATION OF LIABILITY

12.1 Except in cases of wilful misconduct or liability that cannot be waived by law, 360 ZOLUTIONS shall not be liable for indirect, special or consequential damages, including loss of profit, loss of production, loss of contract, loss of use or loss of data.

12.2 360 ZOLUTIONS' total liability arising from the contract shall not, in aggregate, exceed the amount actually paid by the Customer for the Products giving rise to the claim, unless the law requires a different limit.

13. CANCELLATION, CHANGES AND RETURNS

13.1 Any modification to the scope, specifications or deadlines requested by the Customer must be approved in writing by 360 ZOLUTIONS and may entail adjustments to the price and deadline.

13.2 If the Customer cancels a confirmed order, 360 ZOLUTIONS shall be entitled to: (i) charge for costs incurred to date, and (ii) apply a handling and cancellation fee of between 10% and 50% of the order value, depending on the stage of completion, customisation and non-recoverable costs.

13.3 Returns will not be accepted unless prior written authorisation has been obtained from 360 ZOLUTIONS, and always subject to agreed logistical and inspection conditions.

14. SUSPENSION REQUESTED BY THE CLIENT

14.1 If the Client requests a suspension or extension of the performance period, they must give written notice at least 30 days in advance.

14.2 360 ZOLUTIONS shall be entitled to reimbursement of any additional costs reasonably incurred (storage, rescheduling, preservation, etc.) and to a review of the deadlines.

15. CONFIDENTIALITY

15.1 All technical, commercial or documentary information exchanged in connection with the Quotation/Contract (drawings, prices, specifications, etc.) is confidential and shall be used exclusively for the performance of the contract.

15.2 It shall not be disclosed to third parties without prior written authorisation, except where required by law or by a competent authority.

16. INTELLECTUAL PROPERTY

16.1 Unless otherwise agreed in writing, all intellectual property rights in plans, designs, specifications, documentation, know-how and materials developed by 360 ZOLUTIONS for the performance of the contract shall belong to 360 ZOLUTIONS.

16.2 The Client's pre-existing proprietary developments shall remain the property of the Client. If the Client proposes improvements requiring intellectual assets of 360 ZOLUTIONS, their use shall require the prior written consent of 360 ZOLUTIONS.

16.3 Each Party shall indemnify the other against claims by third parties for infringement of intellectual property attributable to materials provided by that Party.

16.4 Client references, images and branding. The Client authorises 360 ZOLUTIONS to take photographs and/or videos of the work, equipment and facilities installed or supplied, and to use them for commercial and advertising purposes (website, social media, presentations, trade fairs and promotional offers). The Client also authorises the use of the Client's name and logo as a reference. In any event, 360 ZOLUTIONS undertakes not to disclose any confidential or sensitive information belonging to the Client.

17. FORCE MAJEURE AND HARDSHIP (REBUS)

17.1 360 ZOLUTIONS shall not be liable for any failure to perform due to circumstances beyond its reasonable control: war, fire, flood, strikes, industrial disputes, government restrictions, logistical disruptions, pandemics/epidemics, lack of critical supplies, etc.

17.2 The affected Party shall notify the other Party in writing as soon as reasonably practicable. For the duration of the force majeure event, the affected obligations shall be suspended.

17.3 If unforeseeable events substantially alter the economic balance of the contract, the affected Party may request a reasonable adjustment. If no agreement is reached within 30 days, either Party may terminate the contract in writing.

18. COMPLIANCE WITH EXPORT CONTROLS AND SANCTIONS

18.1 The Customer undertakes to comply with applicable export control and sanctions regulations (EU/Spain and other regulations applicable to the destination).

18.2 The Customer shall not sell, transfer, export or make available, either directly or indirectly, the Products to persons, entities or countries subject to applicable sanctions or restrictions.

18.3 The Customer shall maintain adequate internal controls and, at the request of 360 ZOLUTIONS, shall provide reasonable information regarding the final destination and use where necessary.

18.4 The Customer shall indemnify 360 ZOLUTIONS against any damages, penalties or costs arising from a breach of this clause.

19. GOVERNING LAW AND JURISDICTION

19.1 These GTC and the contract shall be governed by Spanish law.

19.2 In the event of any dispute, the Parties submit to the Courts and Tribunals of A Coruña (Spain), expressly waiving any other jurisdiction to which they might be entitled, unless otherwise required by mandatory law.

20. MISCELLANEOUS

20.1 Partial invalidity: should any clause prove to be invalid, the remainder shall remain in force.

20.2 Waiver: failure to exercise a right shall not constitute a waiver thereof.

20.3 Notifications: shall be made in writing to the addresses indicated in the Confirmation or otherwise formally communicated.