

TEXTIL OLIUS: GENERAL CONDITIONS OF SALE

1. Application and acceptance of the General Conditions of Sale ("GCSs").

These GCSs will be applicable to the sales of products made by TEXTIL OLIUS S.A. ("Textil Olius") to the Customer and derived from orders placed by the Customer and accepted by Textil Olius. At the moment when the Customer places the order, the Customer expressly accepts these GCSs and the application thereof to the order and to delivery of the requested products, given that these GCSs have been placed at the Customer's disposal prior to having placed the order. The GCSs are also published on Textil Olius' website at www.textilolius.com.

Any change to these GCSs must be expressly accepted by Textil Olius in writing in order to be applicable.

The application of any general purchasing conditions of the Customer or other conditions of the Customer is excluded.

2. Request for and acceptance of orders.

Only those orders that are placed in writing and sent to the email address, international@textilolius.com / ventas@textilolius.com, in which the Customer must indicate the type and quantity of requested products, as well as the requested delivery date, will be considered valid. The sales agreement of the requested products will only be understood to be perfected and binding if the order is expressly accepted by Textil Olius, which has a maximum period of 10 business days as from receipt of the order to communicate its acceptance. If Textil Olius has not communicated the acceptance of an order by the time that period has elapsed, then the order will be understood to be rejected for all purposes. In this regard, Textil Olius reserves the right to expressly or tacitly reject any order without leading to any liability for Textil Olius. The Customer may not cancel or modify an accepted order, whether totally or partially, without the written consent of Textil Olius.

3. Delivery of Products: deadlines, transport and risks. Transfer of ownership.

Textil Olius will make every effort to comply with the delivery deadline requested by the Customer, although that deadline will not be considered binding or essential. Thus, barring cases of criminal intent or bad faith, Textil Olius will not be liable for any damages caused by delivery delays. The partial delivery of an order will be understood as an independent sale for all purposes.

The delivery of products will be made in accordance with the international commercial terms (Incoterms) of the International Chamber of Commerce, as per the 2020 version and the subsequent adaptations thereof agreed to between Textil Olius and the Customer,

according to which agreed terms the products will be delivered and the risks will be transferred to the Customer.

The Customer will confirm acceptance of delivery of the products by signing the corresponding delivery note. For all purposes, the products will become the property of the Customer at the moment of delivery.

4. **Reception and conformity.**

Any claim for visible defects in the products or due to differences in the type and/or quantity of the requested products must be communicated by the Customer to Textil Olius in writing within 10 days after signing the corresponding delivery note, which, in accordance with the provisions of the preceding General Condition 3, the Customer must proceed to sign in confirmation of receipt of the products. Hidden defects must be communicated within 5 days following the discovery thereof, and in any event within 3 months following delivery of the products proved by signing the delivery note. Once said claim periods have expired, it will be understood that the Customer has accepted the products, and thereafter Textil Olius will not admit any claim and will not assume any liability for defects that might be claimed.

When, in the proper time and manner as set forth in the preceding paragraph, the Customer duly reports any product-related defect, Textil Olius will evaluate the validity of the claim. If Textil Olius accepts the claim, within 30 days following the date of notification by the Customer, Textil Olius will be authorised—at its sole discretion—to pay the Customer the price at which the products were acquired by the Customer or request that the Customer return the products to Textil Olius within 15 days following the date of the return request, with Textil Olius paying for all shipping expenses. In the event of a return within that period, within 30 days following receipt of the defective products, Textil Olius must, at its sole discretion, either pay the Customer the price at which the products had been purchased by the Customer or send replacement products to the Customer at no cost, consequently issuing a credit note against the original invoice of the replaced products and issuing a new invoice. The only compensation or indemnification to which the Customer will be entitled is the aforementioned replacement of the defective items or payment of the price thereof in the indicated manner, and Textil Olius is not liable for any damages that could be derived for the Customer because of the delivery of defective products or the delivery of products in a quantity and/or with a class other than that which was agreed.

The Customer will have no right to submit any claim over products delivered by Textil Olius if, once delivered, they have been modified, manipulated, altered, damaged or stored in any way that could affect them negatively, unless it could be demonstrated that there was a manufacturing defect that had occurred before delivery.

5. **Prices. Expenses and taxes. Revision.**

The sale prices of the products shipped to the Customer will be those contained in the Textil Olius price list in force at the time when an order is placed or, in default thereof, those that

are agreed to between Textil Olius and the Customer and that are recorded in the order confirmation made by Textil Olius. Prices will be established: (i) excluding applicable taxes, which will be applied at the rates in force at the time when the corresponding invoice is issued; (ii) in the event that delivery at a place other than the facilities of Textil Olius had been agreed to and the order amount exceeds the threshold from which shipping costs are included in the price of the goods, including the transport expenses and all other corresponding costs and expenses for delivering the Products in accordance with the agreed Incoterm.

Textil Olius will have the right to modify the prices of the products at any given time, although the new prices will not be applicable to orders placed by the Customer and accepted by Textil Olius prior to said modification, except in the case of orders with a duration of over 3 months. In this latter case, the new prices will be applicable to the delivery or deliveries made after said modification, as long as the modified prices had been expressly accepted by the Customer. For this purpose, if a price revision occurs while an order is in force and the duration of that order is longer than that which is indicated, then Textil Olius must notify the Customer so that the Customer can state their agreement or disagreement within a period of 10 days as from the receipt of said notification. In the event of disagreement or no response from the Customer within the indicated period, then the order will be understood to be cancelled for all purposes with respect to any pending delivery or deliveries.

Pursuant to the applicable Incoterms 2020, where Textil Olius assumes the risk associated with the transport of goods, and damage is sustained by the products or their packaging during transit, the Client shall be solely responsible for duly inspecting the goods upon delivery and for recording any damage or reservations in writing on the carrier's delivery documentation. Failure by the Client to make such written reservations at the time of delivery shall release Textil Olius from any and all liability in respect of claims for damage allegedly caused during transport by the carrier.

6. **Invoicing. Forms of and periods for payment.**

The price must be paid by the Customer to Textil Olius against each delivery of product within the maximum period of thirty (30) days as from the issue date of the corresponding invoice by Textil Olius after having delivered the product, by means of bank transfer into the bank account indicated on the actual invoice or by means of a previously agreed payment method. In the case of first orders or if deemed appropriate for recurring orders, Textil Olius may request payment in advance.

A delay by the Customer in paying the price of each delivery of product made by Textil Olius will, for the Customer, create the obligation to pay the amount of the bank expenses (or any other type) and of any inconveniences caused by such non-payment, as well as the late interest that might accrue in accordance with "*Law 3/2004, of 29 December, which establishes measures to fight against late payment in commercial transactions*", without prejudice to the authority of Textil Olius to cancel any pending deliveries or require advance

payment for the same, as well as make a claim for those damages that it could have been caused.

7. **Liability and warranties.**

Textil Olius only guarantees that the products are in conformity with the specifications and characteristics that are shown in the data sheet thereof. Textil Olius is relieved of any other liability for defects in its products.

Textil Olius will not be liable for the use, application or end purpose of the products. Therefore, the Customer will be liable for assessing and determining the uses, applications and end purposes given to the products, therefore assuming—while holding Textil Olius completely harmless—full liability for such use and for any damages that could be derived from the improper use or application of the same. Textil Olius will not be liable for any defects that could appear on the products after having been manipulated or transformed. Textil Olius also will not be liable for damages to the products derived from improper storage or upkeep.

In any event, Textil Olius will not be liable for any indirect, consequential or incidental damages; for lost profit; or for losses of business, income, production, goodwill or any other loss or stoppage; or for damages sustained by a third party. The liability of Textil Olius is limited, barring criminal intent or serious negligence by Textil Olius, to reimbursement of the price of defective products or replacement of the same (in both cases assuming the return expenses thereby caused), as long as the claim takes place within the periods provided for in these CGVs.

8. **Force majeure.**

Force majeure will include any circumstance beyond Textil Olius' reasonable control that prevents due compliance with its obligations, such as pandemics, government or regulatory measures or limitations, war or hostilities, disturbances, strikes, lockouts or other actions by workers, lack of raw materials, etc., and whose effects cannot be avoided through the appropriate or reasonable measures (at reasonable costs).

In the event that Textil Olius became subject to a total or partial breach of its obligations or to a delay in compliance therewith due to an event of force majeure that affects Textil Olius itself or its carriers or suppliers, then Textil Olius will be relieved of compliance with its obligations while the circumstance that had caused such impediment or delay continues.

The Customer, due to such eventuality, will not be entitled to cancel orders or make a claim for damages against Textil Olius regarding said breach or such a delay in compliance, and deliveries and compliance with obligations will resume as soon as possible after such eventuality has ended or has ceased to exist, unless said eventuality extended for a period of more than 3 months, in which case the Customer may proceed to cancel orders without being entitled to make a claim for damages against Textil Olius.

9. **Cancellation of partial deliveries.**

Without prejudice to any other remedies provided for in these CGVs and in applicable laws, including the claim for damages that could have been caused to it, Textil Olius will be entitled to cancel orders in progress accepted by Textil Olius in the following events:

- The existence of default of payment by the Customer to Textil Olius.
- The Customer declares bankruptcy or has filed a request to initiate bankruptcy proceedings. Likewise, when the Customer fails to meet its payment obligations with third parties, ceases to pay bills duly accepted by it, is subject to the seizure of its assets or, in general, if, as a consequence of any court or administrative proceeding, the temporary or permanent receivership of its assets were declared or if the forced payment procedure over the same were declared, as well as if any other similar legal or private action or procedure took place that could lead to an identical result, or in the event of any other causes clearly leading to bankruptcy in fact or to the threat of bankruptcy of the Customer.
- Due to termination of the Customer's legal personality.
- Whenever a change of control in the Customer might occur. "Control" must be understood as (a) the power to govern the financial and operating policies of a company in order to earn a profit from its activities; or (b) a relationship between two or more persons that is included among any of the circumstances provided for in Article 42 of the Commercial Code. In this regard, the Customer is bound to notify Textil Olius immediately about any change of control that might occur.

10. Intellectual and industrial property.

Textil Olius reserves all intellectual and industrial property rights over its products, as well as over any design documents (such as plans, drawings, sketches, depictions, etc.), software, technical documents, samples, catalogues, brochures, illustrations and similar, know-how, technology, information, services and materials related to the products, all of which is subject to the protection granted by applicable legal provisions on intellectual and industrial property.

11. Confidentiality.

Any information provided by Textil Olius to the Customer regarding its business, regarding the sales of its products or regarding the manufacturing process of the same will be considered confidential. The Customer is therefore bound to not disclose it to any third party and to not use it for a purpose other than that for which the products were purchased from Textil Olius.

12. Applicable law and jurisdiction.

These CGVs and the contractual relations between Textil Olius and the Customer are governed by common Spanish legislation, excluding any rules concerning the conflict of laws.

For any matter or discrepancy that could be derived from the interpretation and/or execution of these CGVs and the contractual relations between Textil Olius and the Customer, they submit to the Courts and Tribunals of Rubí (Barcelona), hereby waiving any other jurisdiction to which they could have a right, unless any other jurisdiction were applicable by law. The aforementioned notwithstanding, in the event of a breach by the Customer of any of its obligations to Textil Olius, the latter may exercise its corresponding legal actions in the competent Courts and Tribunals of the registered address of the Customer.

13. Partial nullity.

The invalidity, nullity or lack of enforcement power of any provision contained in these CGVs will not affect the validity or efficacy of the remainder of these CGVs. In such event, Textil Olius and the Customer will, in good faith, negotiate a valid, legal and enforceable provision for the purpose of replacing the provision in question under terms that are as similar as possible.