

TERMS AND CONDITIONS OF SALE

1. Scope of Application

These Terms and Conditions of Sale (hereinafter referred to as "TCS") are applicable to all sales of goods made by any company that is part of Grupo Cuiñado (*) (hereinafter referred to as "SELLER") and shall govern the relationship between the SELLER and the BUYER. "BUYER" is the entity issuing the purchase order. SELLER and BUYER are each a "Party" and collectively the "Parties".

These TCVs constitute the entire agreement agreed between the Parties, and supersede any other terms appearing in any other document, unless otherwise specifically stated and accepted in writing by SELLER. Thus, the present T&Cs cancel and exclude any other stipulation incorporated by the BUYER in the order or purchase order itself that could be in contradiction with the present T&Cs.

In case of contradiction between what is established in the present TCV and any other document that marks the terms and conditions of the BUYER, these TCV will prevail.

Being in different places, the parties agree and give their consent for the conclusion of the contract to take place and be fully effective, from the moment the SELLER knows the acceptance of the offer by the BUYER or from the moment the BUYER expresses its acceptance of the same. Both parties agree, for example, among others, that the e-mail sent by the person who received the offer, expressing his agreement to it, is sufficient proof for the conclusion of the contract.

2. Purchase Orders

Purchase orders, including any amendments thereto, supplements or specifications, shall only be binding on the SELLER after acceptance in writing.

3. Prices

3.1. Prices shall be fixed for the quantities agreed upon in the purchase order.

3.2. For additional quantities, prices shall be agreed in writing between both parties in accordance with the market situation.

3.3. Cancellations of quantities, total or partial, shall only be effective after prior negotiation and subsequent express written acceptance by the SELLER. In case of cancellation, such cancellation shall be subject to cancellation charges.

4. Warranty Conditions

4.1. SELLER warrants that the Materials will be supplied in accordance with the scope and specifications included in the Purchase Order. In this regard, the BUYER is solely responsible for the choice of the Materials, and the SELLER shall not be held responsible for the suitability of such Materials for the purposes for which the BUYER decides to use them, nor shall the SELLER be held responsible for any error made by the BUYER in the selection of such Materials.

4.2. The responsibility of the SELLER in relation to the Materials that prove to be defective shall be limited to their repair or replacement, at the option of the SELLER, according to the same delivery terms (Incoterms) agreed in the Purchase Order/Contract. In no event shall the SELLER be liable for any de-installation or re-installation costs.

4.3. The warranties do not cover any damage resulting from negligence, mishandling, improper storage or installation or improper operation and maintenance of the equipment and/or Materials by the BUYER, as well as those resulting from normal wear and tear of the equipment and/or Materials.

4.4. The warranty period for the Materials supplied in all cases shall be 12 months from commissioning of the plant or 18 months from delivery of the Materials, whichever is earlier.

5. Limitation of Liability

5.1. SELLER's total liability to BUYER for any non-compliance relating to the Purchase Order shall be limited to an amount corresponding to one hundred percent (100%) of the total value of that Purchase Order. In this sense, each Purchase Order revision/supplement shall be considered as an independent order, with no cumulative values.

5.2. In any event, neither the BUYER nor the SELLER shall be liable to the other for any indirect or consequential damages, which may be suffered by the other in connection with the performance of the Purchase Order, including, but not limited to loss of use, loss of profit, loss of production, loss of profits or business interruption.

6. Transfer of Risk and Property

6.1. The risk of loss or damage to the goods shall pass from the SELLER to the BUYER at the time of delivery or according to the INCOTERM agreed in the purchase order.

6.2. The SELLER reserves ownership of the goods covered by the Purchase Order until their price has been fully paid by the BUYER. If the goods have already been delivered or made available, it shall be understood that they are on deposit with the BUYER, at the latter's exclusive risk, and the SELLER shall have the right to withdraw them from the place where they were deposited at any time, prior written notice to the BUYER, provided that the price thereof has not been fully paid by the BUYER.

6.3. The loss for any reason whatsoever or deterioration of the goods shall not exonerate the BUYER from its obligation to pay the total price agreed upon.

7. Force Majeure

7.1. Force majeure shall be considered to be any unforeseeable event beyond the reasonable control of the Parties, or, if foreseeable, an event which cannot be avoided and which therefore makes it extremely difficult or impossible for either party to comply with its obligations. No liability for breach of contract may be claimed when the cause is due to force majeure and the SELLER shall not be liable for any delays that may occur in the delivery of the goods. Causes and events constituting force majeure shall include, without limitation, acts of God, war (whether declared or not), insurrection, hostilities, strikes or lockouts, riots, fire, interference or impediments of governmental authority (including any subdivision thereof).

7.2. After the termination of the Force Majeure cause, the Parties shall negotiate in good faith the terms of the resumption of the performance of the Order.

7.3. In the event that, due to Force Majeure, the Purchase Order is suspended for a period of more than sixty (60) days, the SELLER may request the termination of the Contract, and the BUYER shall pay the SELLER: (a) The amount of the price the goods delivered and manufactured to date, valued according to their unit price; (b) The expenses incurred by the SELLER to date due to the manufacture of the goods that are not in a condition to be delivered; (c) A lump sum equivalent to 5% of the deliveries pending at the time of termination. The payment of this amount shall be considered as full indemnity and extinguishing any claim for damages.

8. Modifications/Changes

8.1. With respect to Modifications/Changes to the Purchase Order made by the BUYER, the SELLER undertakes to comply with the BUYER's instructions provided that the parties agree in writing on the impact on prices and delivery time of such Modification/Change.

8.2. The SELLER may not carry out the BUYER's instructions for Modifications/Changes to the Purchase Order, conveying its reasons to the BUYER.

9. Termination for convenience

In the event of voluntary termination of the Contract/Purchase Order, in whole or in part, by the BUYER, the SELLER shall not only be entitled to be paid the price of the work already performed, but also the cost of termination that the SELLER may owe to its subcontractors and/or suppliers, as well as the reasonable costs incurred in connection with such termination.

10. Suspension

In the event of suspension of the Purchase Order by the BUYER, during the period of suspension, and in the absence of Force Majeure or default by the SELLER, the BUYER shall compensate the SELLER for all reasonable, auditable and verifiable costs incurred by the SELLER as a result of the suspension.

11. Penalties

No penalties shall apply for late delivery of the Materials, unless expressly agreed between the parties. In any case, such penalties shall never exceed 0.5% per week of delay, of the value of the delayed equipment and/or Materials, with a grace period of two weeks and with a maximum of 5% of the value of the delayed equipment and/or Materials. Each revision/supplement to the original Purchase Order shall be considered as a separate Purchase Order, with no cumulative values.

Such penalties shall be the sole and exclusive compensation available to PURCHASER in connection with such delayed delivery, but shall be without prejudice to PURCHASER's rights to claim damages related to other aspects of SELLER's defective performance of its other obligations under the Purchase Order.

12. Non-payment

Should any delay in payment occur or should any of the invoices be unpaid, the SELLER shall be entitled to apply, until actual payment, default interest at the legal rate of default interest for commercial transactions published every six months in the Spanish Official State Gazette. In addition, the SELLER shall be entitled not to make any delivery after the verification of such non-payment, and to terminate the contract with the corresponding application of the damages suffered in the event that the situation of non-compliance by the Buyer is not remedied within a period of 15 days.

13. Applicable Law and Dispute Resolution

The parties, by mutual agreement, decide that the requirements for the conclusion of contracts by electronic means, established by the regulations on services of the information society and electronic commerce, will not be applicable in this case. The commercial relationship between the Parties shall be governed and interpreted by Spanish law and any dispute shall be submitted to the Courts and Tribunals of Madrid.

(*) These TCS are applicable to sales made by Grupo Cuiñado and its dependent companies, among which are, but not limited to, the following companies: Cuiñado, S.A.U., Cuiñado Internacional, S.A.U., Comercial de Tubos e Accesorios, Lda. and Vector & Wellheads Engineering, S.L.