

**1. OBJECT**

- 1.1. The present General Terms and Conditions regulate the sale of products and/or services by InCom offered to the Client.
- 1.2. The present T&C, as well as prices, amounts, delivery plans and timing will be referenced in the Order Confirmation forms.
- 1.3. In case of inconsistency between the Client's purchase conditions and the present T&C, the latter shall prevail.
- 1.4. 2.1 The present Terms and Conditions (T&C) are at all times included in any Purchase Agreement and they will be applicable to all further purchase contracts without the need for specific notice of such applicability.
- 1.5. 2.6 Acceptance of delivered materials and/or services constitutes complete acceptance of the present Terms and Conditions by the Client.
- 1.6. The following will be considered as a final order: purchase order, purchase forecast, delivery plan, delivery contract and any other document of a similar nature.

**2. PRICE**

- 2.1. The selling price for Goods and/or Services offered by InCom will be the price established in a valid custom offer sent by InCom or, in lack thereof, the price established in the order confirmation issued by InCom, even when that price is different from the one indicated by the Client on their purchase order.
- 2.2. Sale prices will be net, without including VAT or any other tax, right, fee, input or any other cost of such nature, all of which will be subsequently included in the invoice receipt according to the corresponding applicable laws, unless it is otherwise stated in the previous offer or commercial agreement between InCom and the Client.
- 2.3. Unless otherwise agreed in the previous purchase order, contract or commercial agreement in lack thereof, offered prices will be valid for 30 days from their written notice by InCom.
- 2.4. Once the purchase order has been accepted by InCom, prices will be considered final, but they may be subject to reconsideration whenever:
  - The order has been modified by the Client and, in general, there is any variation and/or modification to the conditions previously offered or agreed on, according to Condition 6.
  - Prices offered in currency other than Euro suffer variations in their exchange rate in respect to the one established in the offer from the order date to the dates established in the contract for each instalment, according to Condition 4.
- 2.5. Whenever the costs considered for the creation of the offer or agreement in prices vary, if these are considered out of InCom's control, such as variation in the price of raw materials, auxiliary materials, transport, insurance, customs, exchange rate variations according to Condition 4, etc. InCom will be entitled to add the increment in these costs to the final price.
- 2.6. In the case when the delivery of services by InCom is impeded or delayed by the Client, their employees or agents, directly or indirectly, any loss or damaged suffered by InCom will be appraised and paid for by the Client.
- 2.7. Prices are valid for the initial offer and therefore any modification of the product or service ordered to InCom by the Client will imply a new sale price and, additionally, will entitle InCom to charge any additional amount that may be derived from the previous order (e.g. engineering developments).
- 2.8. In the case when the Client shall request the variation of any of the components in the products that are being manufactured or of any process for testing of the ordered product, this will imply a cost of 50% over the standard fixed price.

**3. METHOD AND CONDITIONS OF PAYMENT**

- 3.1. The method and conditions of payment will be, in general, through bank transfer, to the account provided by InCom in the corresponding invoice receipt, within 30 natural days from the date on the invoice unless other conditions and method has been agreed in writing between the Client and InCom within an agreement for a continued commercial relationship.
- 3.2. Generally, no discounts, compensations or subsidies will be applied, unless otherwise agreed in writing by InCom.
- 3.3. Whenever goods and/or services are provided in instalments or in different moments (partial deliveries), they may be invoiced separately and in the percentage of the supplied products in each moment, as long as it has been previously agreed so in writing.
- 3.4. Whenever InCom is delayed in the delivery or reception of goods or services due to causes imputable to the Client, the conditions of payment established in the contract shall be followed.
- 3.5. Lodging of a complaint by the Client will not entitle them to the suppression or deduction of any payment previously agreed.
- 3.6. Whenever the Client fails to fulfil the previous payment conditions, without affecting any other rights that may be applicable, InCom is entitled to immediately interrupt delivery to the Client without incurring in any liability. Moreover, after such interruption and before the acceptance of the contract termination, InCom is entitled to issue invoices and the Client hereby agrees to pay for any costs that InCom may have incurred into, as well as the total profit that would have been made minus the disposal value of undelivered elements.
- 3.7. Regarding delayed payments, InCom will be entitled to charge delay interests over unpaid invoices until these are satisfied. InCom may charge a delay fee with an interest of 9%. Failure to fulfil payment conditions will entitle InCom to stop the purchase agreement without any period of grace and to demand damages in case of failure to fulfil. The Client will not be entitled to withhold payments against alleged counter claims which have not been explicitly recognised by InCom, or to compensate payments against said counter claims.
- 3.8. *InCom will be entitled to establish a credit limit for each Client and to subject the delivery of products or services according to such limit and/or submission of a payment guarantee.*

**4. EXCHANGE RATES IN GUARANTEES**

- 4.1. *InCom uses the average exchange rate of the previous 3 months in general for offers made in currency other than Euro. This criterion is also applied when any base component in the offer has been purchased in currency other than Euro.*
- 4.2. *InCom will be entitled to update prices whenever the average exchange rate of the previous 3 months varies by more than 5% of the rate established in the initial offer.*

**5. DELIVERY CONDITIONS AND TIMING**

- 5.1. Delivery of goods or services hired by the Client to InCom will be made in the conditions and periods previously agreed upon as stated on the order confirmation issued by InCom upon reception of the purchase order. The Client must be up to date in all payments.
  - 5.2. *InCom could deliver the goods or services in a period different to the one stated on the order confirmation if any of the following circumstances should occur:*
    - a) Whenever the Client does not deliver the necessary information, such as certified suppliers' information, etc. within the established timing for the timely delivery of the ordered products or services.
    - b) Whenever the delivery of raw materials needed for manufacturing of the ordered products has been delayed, in the cases when such materials can only be supplied by a specific supplier selected by the Client.
    - c) Whenever the Client requests modifications to the order and, after these being accepted by InCom, the latter shall deem it necessary to extend the delivery date.
    - d) Whenever it is necessary for the Client or their contractors to develop works prior or as part of the process and these have not been carried out in time (such as delays in transportation).
    - e) Whenever the client fails to fulfil any of their obligations by contract of any order made to InCom, especially those related to payments.
    - f) Whenever, by causes not imputable to InCom, delays happen in the production or reception of all or any of the elements which are necessary for the delivery of goods or services. As examples, but not limited to, the following causes of delayed are included: strikes in supplies, transports and services; failures in delivery from third parties; failure in transportation systems; floods; strikes; temporary disturbance; stoppage by InCom personnel or its contractors; sabotage; accidental and unforeseen stops due to machine malfunctions, etc. as well as force majeure included in the applicable laws, especially those established under Condition 1 of the present T&C.

Given any of these cases, InCom will be exempt from any responsibility in face of the failure to deliver goods or services on time.
  - 5.3. Should delays in the delivery of goods or services due to reasons only imputable to InCom, The Client may apply a delay penalty previously agreed to in written by both parts, this penalty being the only compensatory action applicable for this reason. Condition 10 must be observed regarding InCom limited responsibility.
  - 5.4. Should the sale conditions agreed to between the parties involve InCom's responsibility to manage transportation of the goods to the Client's premises or any other place previously agreed to in writing, InCom is entitled to choose the method of transportation, which will generally be the most inexpensive option. Should the Client require delivery by any other means of transport, additional costs will be paid for by the Client and charged by InCom in the corresponding invoice.
  - 5.5. Should the sale conditions between the parties include the responsibility by the Client to manage transportation:
    - *InCom must inform the Client at least two days in advance of the estimated date and time the goods will be available for collection.*
    - The Client must confirm with InCom details of collection at least two days in advance, providing the shipping company's data, lorry licence plate if necessary, purchase order number and the amount and concept to be collected.
    - Transport must be read for loading at InCom's facilities at the date and time previously notified to the Client by InCom.
    - *InCom holds the right to load the goods should the transport hired by the Client not be present at the time previously agreed with the Client or outside the normal loading times for InCom: 9:00 to 13:30 and 16:00 to 18:30, Monday through Friday.*
    - The driver must duly identify themselves as having been hired by the Client to provide the collection service of the corresponding goods.
    - Should the shipping company fail to collect the goods, the Client will be charged all additional costs for storing.
  - 5.6. The Client hereby agrees to accept and collect the goods at the place and within the agreed timeframe, being InCom exempt from any cost that may be derived from the Client's delays.
  - 5.7. Should the Client to provide InCom with the necessary instructions for proper shipping of the goods within 14 days of the date in which they were notified availability for shipping, the products will be collected at the premises where they are available for shipping or stored. Should they fail to do so, shipment will be considered as finished and all costs will be charged to the Client: storing, insurance and demurrage might be charged. All payments will be made as if the delivery has been made. Up until the moment when the Client has duly paid all instalments, InCom will preventively seize all ordered goods. Should the Client send transport to collect the goods from InCom's premises, InCom shall abide by what is established by Condition 5.5.
- All complaints from the Client due to late handling are excluded, regardless of their nature.

**6. MODIFICATIONS TO THE DELIVERY CONDITIONS**

- 6.1. Due to everything involved in the cancellation of an order regarding the buying of raw materials, management of resources, planning, agreements, etc. InCom will not accept cancellations of any order unless it has been explicitly agreed upon in writing.
- 6.2. However, should an order be reduced or cancelled, InCom will be entitled to charge the cost of the raw materials plus storage fees and any other costs inherent to this concept. Should the Client reduce or cancel the order in such short notice that it is impossible to call off purchase orders for raw materials, InCom will charge their cost to the Client, while

consigning them until a new order is placed for a period of up to 2 weeks; after that period InCom may charge the Client for consignment.

**7. SHIPPING AND RISK TRANSFER**

Unless otherwise agreed in writing:

- 7.1. The shipping method and route will be decided by InCom.
- 7.2. The risk suffered by the merchandise in transaction will be determined by the Incoterm agreed to in writing by the parties.

**8. CHANGES IN SPECIFICATIONS**

- 8.1. In the area of continuous improvement of the product, InCom holds the right to suggest changes in design or specifications of any of the products provided. Such changes will only be effective after written authorisation by the Client. Additionally, all documents containing drawings, specifications, information about weight, dimensions or blueprints of the product will not be considered as part of the contract, unless otherwise agreed to in writing.
- 8.2. For any modification by the Client regarding the initial offer, the Client must suggest this to InCom together with the new technical specifications, timing, etc. Moreover, InCom will be the one to accept or not such modifications and to set a new delivery date.

**9. NON-COMPLIANCE**

- 9.1. Under no circumstances will InCom accept returns without a previous agreement with the Client in this regard and previous signature and delivery of the document authorising returns by InCom.
- 9.2. Merchandise will be considered as correct and accepted by the Client unless they notify by electronic mail with acknowledgement of receipt or notification to the address agreed on Condition 12 (Notifications and Communication) stating the nature of the defect within 7 days from the delivery of the merchandise to its destination or, exceptionally, within 30 days should the defects be deemed as difficult to detect.
- 9.3. *InCom will not accept any claims for defects which are imputable to the raw materials used in the manufacturing of the goods sold if such defects (i) have not been previously identified as such by the Client, with specific written instructions; and (ii) if such defects cannot be identified during a common manufacturing process.*
- 9.4. Notification of defects will be sent together with a sample of the faulty products or pictures or other evidence that InCom may consider in each moment according to the nature of the product or of the defect.
- 9.5. Notification of defects will not release the Client of their payment obligations.
- 9.6. Should the Client deny InCom's representatives access to their premises to check such defects, InCom will not consider the notification of non-compliance.
- 9.7. *InCom will proceed to check the defects notified in time and form and, should they be indeed considered as defects, InCom may choose to lower the price, improve the product, offer a replacement or remove the merchandise.*
- 9.8. Regarding all other complaints against the Company, especially for direct or indirect damages concerning non-compliance, InCom, in turn, will be responsible, at most, for the amount agreed by the insurance company.
- 9.9. The Client must forward such limited responsibility from InCom to their Clients, as well as what is agreed on Condition 10, thus ensuring InCom's limited liability is respected until the products reach their final destination.

**10. LIMITED LIABILITY**

InCom's liability for claims derived from the fulfilment or failure to fulfil obligations under contract will never exceed the total basic price of the contract and will not include under any circumstance damages derived from loss of profit, decrease in invoices, manufacturing or use, capital costs, costs derived from stoppage in production, delays and claims from the Client's clients, or any especial indirect damages or consequences or losses of any nature. However, InCom will be responsible, at most, for the amount agreed by the insurance company. Limited liability specified in the present clause will prevail over any other specified in any other contract whenever there is disagreement or contradiction with it, unless such clause shall further limit InCom's liability.

**11. FORCE MAJEURE**

Should any event happen that is foreseen as force majeure by InCom or their suppliers in case they are directly affected, this will entitle InCom to either interrupt deliveries for the duration of the obstruction plus a period of proper set into motion, or to rescind the purchase contract, in part or all, according to the consequences for this type of obstructions. Should the delivery be delayed by more than three months due to force majeure, the Client will be entitled to rescind the purchase contract.

Force majeure includes, as examples, but not limited to: all natural catastrophes such as earthquake, lightning, frost, fog, storms, floods; estate of alert, emergency and siege; the law; official intervention; transportation disruptions; prohibition for import, export and transit; international restrictions for payment; failure in raw materials and energy; malfunction such as mechanics on the road, explosions, fire, strikes or labour conflicts, sabotage, blockage, accidents; as well as any incident that may have only been avoided with disproportionate expenses and means which are not economically justifiable.

**12. NOTIFICATION AND COMMUNICATION**

The parties hereby agree that for any notification or communication, the following addresses will be considered as valid for notifications, summons and injunction:

- For the Client: whatever is specified in the Purchase Order or contract.
- For InCom: as stated on the footnote.

Any change in address by the parties while the present contract is valid must be notified in writing within a period of seven days from the date the address is changed.

**13. LICENCE AND AUTHORISATION**

- 13.1. Should a licence or consent be required from the government or any other authority for the supply, transport or use of the products by the Client, the latter will be responsible for obtaining such licence or consent, and for any costs this may imply; they will also need to provide InCom with a copy of such permits.
- 13.2. The Client acknowledges that the products sold by InCom may be subject to local or international regulations regarding their import and that the Client is responsible for fulfilling such regulations; therefore, the Client must inform InCom in reasonable time of the necessary procedures for export and, if necessary, of the requirements regarding procedures or documentation.
- 13.3. *InCom will not be liable for delays, additional costs or any other damage suffered due to the failure to comply with any requirement or document that the Client should have provided for the import and which has not been previously notified to InCom in writing at least 30 days prior to the export procedures.*
- 13.4. The Client will not be entitled to stop or delay payment if they cannot obtain the necessary licence or consent, and they will also be responsible for the payment of any additional costs incurred into by InCom as a result of such failure, regardless of the Incoterm.

**14. PARTIAL NULLITY**

Should any of the dispositions in the present sale conditions be considered as invalid or inapplicable, this will not affect the rest of the document. Invalid or inapplicable dispositions will be replaced by others which are valid and applicable and which will legally and economically satisfy the original sections as far as possible.

**15. CANCELLATION**

- 15.1. The PO may be cancelled upon request of any of the parties in the following cases:
  - a) Mutual agreement between the Parties.
  - b) Serious and reiterated failure to fulfil any of the clauses included in the present T&C by any of the parties, among others, as examples and not limited to:
    - To InCom, in case on reiterated failure to fulfil payments by the Client.
    - To the Client, in case of delays by InCom which, annually, add up to over two (2) weeks in at least 10% of the sales in the last trimester or once the maximum number of penalties is reached according to the present T&C.
  - c) In the case when one Party learns about judicial, administrative or tax repossessions against the other party, whenever that reduces their ability to fulfil the PO.
  - d) Whenever force majeure makes it unable for any of the Parties to fulfil the obligations in the present T&C.
  - e) Due to unauthorised cession by the Client of its role in the PO according to the present T&C.
  - f) Due to the failure by the Client to abide by the confidentiality obligation required by the present T&C.
- 15.2. Any cause of cancellation hereinbefore described, except for letters a) and d), will automatically entitle the other party, not responsible for it, to annul the PO should the parties not solve the situation within sixty (60) working days from the reception of written notification which specifies the failure; the party which did not incur in failure will also be entitled to any penalties that may be granted by the present T&C, as well as compensation for damages and loss.
- 15.3. Under no circumstances shall the Party failing to comply request the cancellation.

**16. APPLICABLE LEGISLATION AND REGIONAL CODE OF LAWS**

- 16.1. Unless otherwise agreed in written, contract resolutions will abide by the most recent applicable version of the Incoterms (issued by the Chamber of International Commerce in Paris in 1953).
- 16.2. The present T&C are of mercantile nature and will abide by their own conditions and, in the cases not hereby regulated, by the Spanish law.
- 16.3. To solve controversies that may arise as a consequence of the interpretation, efficacy or annulment of the present T&C, the Parties are hereby subject, expressly waiving other regional code of laws that may correspond, to the Legal Arbitration Rules of the Chamber of International Commerce by three arbitrators nominated according to said rules and whose decision will be final and binding to all Parties. Arbitration will be held in Alicante (Spain). However, we hold the right to sue the Client at their own Courts of Justice, at our discretion.