

## GENERAL TERMS OF SALE

### 1. Purpose of the contract and scope

- (i) These general terms of sale (hereinafter "Terms") apply to all business relationships between Burkert Ibérica, S.A.U. (hereinafter BURKERT) and other businesses or merchants (hereinafter the "CLIENT") with respect to the buying and selling of products and services that the CLIENT commissions from BURKERT.
- (ii) The CLIENT expressly acknowledges that it has read and understood these terms and agrees to be obligated by its provisions and stipulations in full and without reservation from the time an order is placed or an offer is accepted. By signing any order, agreement, contract etc., the CLIENT waives its own general terms of sale and accepts these terms of sale.
- (iii) BURKERT exclusively supplies its products to CLIENTS who are physical persons or legal entities operating within the scope of a commercial or professional activity; therefore, they are outside the scope of the regulations concerning consumers and users.
- (iv) These terms apply exclusively for sales by BURKERT on the Spanish market.

### 2. Orders

- (i) All deliveries and services of BURKERT are subject to the terms outlined in this document, which shall apply with respect to any conditions that have not been expressly governed in the specific terms with the CLIENT. Any condition in any order placed by the CLIENT that differs from these terms is expressly rejected. Such conditions shall not be binding for BURKERT unless they have been agreed and signed in writing by both parties.
- (ii) The purchase is formally established when BURKERT accepts the offer by sending the order confirmation (hereinafter the "Order Confirmation") either by fax or by e-mail. Submitting an offer on the part of the CLIENT does not establish a contract even if BURKERT has previously sent an offer.
- (iii) The CLIENT must submit its orders and enquiries by fax, e-mail or on the website (hereinafter the "Portal eShop") following the online purchase process. In exceptional cases where orders and/or enquiries are permitted by phone, no returns or cancellations will be accepted since this medium may give rise to misinterpretations.
- (iv) For purchases made via the Portal eShop, the purchase process is carried out electronically on the website (<https://www.burkert.co.uk/en>). To this end, the CLIENT must: (i) register; (ii) accept these terms along with the terms of use, privacy policy and cookies policy; and (iii) provide the personal data required for proper identification. These are all necessary for being able to register and access the purchase process via the website.

Before establishing a contract and during the purchase process, the CLIENT may access, save and print these terms for consultation.

After registering, the CLIENT must follow the steps to place an order that are outlined in the order process on the BURKERT website by going through the following stages:

- Start session.
- Select product.
- Confirmation of purchase.
- Payment.
- Order confirmation sent together with the relevant invoice and summary of the order that was placed. The CLIENT can consult this information at any time within its client area on the web portal.

If the CLIENT determines that an error has occurred when entering its personal data during user registration for the website or during the purchase process, the CLIENT may modify this data within its client account on the website, or by phone or by e-mail.

- (v) BURKERT reserves the right to reject any order without this implying any liability for BURKERT.
- (vi) Any supplementary agreement or modification and/or variation subsequent to an order requested by the CLIENT that has already been confirmed by BURKERT shall require confirmation, and shall not take effect until accepted expressly by BURKERT in writing. If an order cancellation is requested after BURKERT has sent the order confirmation, BURKERT reserves the right to withhold any advance payments that have been made as a penalty bond or to issue a bill for the expenses incurred due to the cancellation up to a maximum of 50% of the order amount, and/or not to authorize the cancellation for goods that are not circulating in stock or for which a purchase order has been issued which BURKERT is unable to cancel.

### 3. Offers

- (i) All offers made by BURKERT relate to the total quantity of products concerned; the CLIENT is obligated to place an order for the entire quantity offered unless BURKERT stipulates otherwise in the offer. If the CLIENT places an order for a lesser quantity than stipulated in the order, BURKERT reserves the right to review the offer.
- (ii) The offers shall be valid for two months.

#### 4. Price

- (i) BURKERT shall provide its CLIENTS with updated information concerning product prices on the BURKERT website (hereinafter the "Price List"). Prices shall apply in accordance with the applicable Price List on the acceptance date of the order or service.
- (ii) BURKERT can change the established prices at any time and without individual notification in advance, unless a specific contract exists with the CLIENT. The modification of prices will not affect orders that have already been confirmed unless they concern a material error regarding prices.  
  
If a specific contract exists with the CLIENT, the prices established in the Price List shall have priority unless otherwise expressly stipulated in the contract.
- (iii) The values indicated in the Price List provided by BURKERT do not include the cost of shipping, insurance, installation, commissioning or taxes.
- (iv) BURKERT guarantees the price indicated in an offer until the deadline indicated in that offer. If a deadline is not indicated in the offer, it will be understood that the prices remain valid for 60 calendar days.
- (v) In the event of orders for a total net value of goods less than EUR 90 (before tax), BURKERT will apply an additional charge of €15 for administrative costs.

#### 5. Terms of payment

- (i) The first purchase made by any of our CLIENTS must be carried out by advance transfer. Payment of the invoiced price must be made no later than 30 days from the date on which the invoice was issued, unless different terms are stipulated in the invoice itself. Except by written agreement, no deferrals will be accepted of payments owed with due dates during holiday periods. Under no circumstances is it permitted to exceed the conditions stipulated by Law 15/2010 of 5 July, modifying Law 3/2004 of 29 December, which establish measures for combatting late payment in commercial transactions.
- (ii) For purchases made via the Portal eShop with CLIENTS that have registered using the form on the website, payment for the product or service will be made via the website by credit card. Once the payment has been made, the CLIENT will receive the order confirmation together with the relevant invoice and summary of the order that was placed. The CLIENT can consult this information at any time within its client area on the web portal.
- (iii) If the delivery or service is delayed for reasons beyond the control of BURKERT, the agreed terms of payment still apply. No penalties will be accepted for delays in the delivery and/or service for reasons beyond the control of BURKERT.
- (iv) BURKERT reserves the right to charge interest and recovery costs on any pending invoice that is not settled by the agreed due date, in accordance with Articles 5 and 8 of Law 3/2004 of 29 December, which establish measures for combatting late payment in commercial transactions.
- (v) If the CLIENT fails to pay by the due date agreed with BURKERT, BURKERT may suspend its pending deliveries.
- (vi) Failure to pay for goods or repeated delay in the payment of bills will result in an automatic loss of credit with BURKERT and, in consequence, the early maturity of all credits that BURKERT holds with the CLIENT, regardless of their respective due dates.
- (vii) The submission of a complaint by the CLIENT does not entitle the CLIENT to suspend or make any deductions from the agreed payments.
- (viii) In the event of an early termination of the contract for any reason, the CLIENT is obligated to pay without delay for all services and products supplied and to pay the damages suffered by BURKERT.

#### 6. Delivery period

- (i) BURKERT keeps updated information concerning the delivery periods for orders on its website (Client Access) where CLIENTS are able to consult the status of their orders.
- (ii) The delivery period is indicated for the handover of goods to the CLIENT in the agreed location. The risks are transferred to the CLIENT when the goods are handed over.
- (iii) The supply of products can be accomplished in multiple deliveries unless the CLIENT has expressly requested a single delivery.
- (iv) BURKERT agrees to comply with the delivery periods agreed with the CLIENT. Nevertheless, BURKERT may modify the delivery periods for reasons owing to production, though this must be communicated to the CLIENT. The CLIENT acknowledges and accepts these circumstances, which do not establish any right to demand any penalties nor to terminate the contract.
- (v) Unless expressly agreed otherwise, the delivery periods that may be indicated by BURKERT are approximate and therefore non-binding; therefore, BURKERT will not accept any liability as a result of exceeding these periods.
- (vi) In any case, the delivery period may be modified when:
  - The CLIENT requests changes to the order that are accepted by BURKERT and which BURKERT judges to require an extension of the delivery period.
  - The CLIENT has failed to comply with one of the contractual obligations for the order, in particular the obligations related to payment.
  - Delays are produced in the production or disposal of some or all of the supplied products for reasons not directly owing to BURKERT.
  - In cases of force majeure.

#### 7. Transport

- (i) Transport costs are not included in the product prices.
- (ii) BURKERT will manage deliveries associated with the sale of its merchandise with a single transport company designated by BURKERT, optimizing logistics costs and contributing to the preservation and improvement of the environment.
- (iii) All NATIONAL shipments will be handled in accordance with incoterm DAP, except for shipments to the Canary Islands and North Africa, which will be in accordance with incoterm EXWORKS.
- (iv) The BURKERT delivery service has the following economic conditions:

- For orders of MORE than €600: SHIPPING PAID\*
- For orders of LESS than €600: SHIPPING INCLUDED IN THE INVOICE\*\*
  - Catalonia and Zaragoza: €10
  - Peninsula: €15
  - Portugal, Ceuta and Melilla: €21

\*In the case of requesting an advance for a part or the entirety of the order, the shipping rate will be charged additionally for each advance requested if this change involves an additional shipment.

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- URGENT shipments (FEDEX 24H): Starting from 58 € (Spain) and 68 € (Portugal) and by weight.

- (v) It is not permitted to bundle orders in order to reach the minimum amount.
- (vi) For shipments with the condition of incoterm DAP to Spain (except for the Canary Islands) or Portugal, the goods will be insured by BURKERT. If the CLIENT identifies a loss in the delivery of goods or the absence of any package, it is essential to report this circumstance in the transport company's delivery note, and the incident must be notified by e-mail to the address (spain@burkert.com), for the attention of our Logistics Department, within a maximum period of 24 hours. Otherwise, BURKERT cannot accept liability for the damaged goods or the packages not received by the client.

## 8. Warranty and post-sales service

- (i) Unless otherwise stipulated in any specific terms agreed with the CLIENT, the products will have a warranty from BURKERT for hidden original defects for a period of 12 months starting from the date of their receipt, which will be determined by their delivery slip. This warranty exclusively applies to hidden defects of an original nature, that is, from production; this warranty does not extend to defects caused by external agents or by improper use, installation, maintenance or storage.
- (ii) If the CLIENT identifies defective products, this must be reported to BURKERT within a maximum period of seven days from the date on which the defect was identified, in writing and in a reliable manner, specifying at least the serial number of the product and a short description of the defect. Otherwise, the delivered goods will be considered as accepted with the defect in question.
- (iii) The effective application of the warranty will result from an inspection and analysis of the damage and shall depend exclusively on the expert opinion issued by the technical department at BURKERT. The warranty will never be applied before this expert opinion is issued. Once BURKET has confirmed the existence of defective products, they will be repaired or replaced at BURKERT's choice, for no extra charge, as long as this is within the indicated warranty period. This warranty excludes parts that are subject to wear. All warranty rights to which the CLIENT is entitled shall lapse if the CLIENT does not permit, without undue delay, an inspection of the defects mentioned in the complaint. The goods can only be returned after receiving express authorization from BURKERT. Complaints based on the warranty do not release the CLIENT from the obligation of payment.
- (iv) The repaired products have the same warranty period, but liability shall be limited to the repaired parts.
- (v) Once the product has been inspected, if it is determined that it is working properly or that the cause of faulty operation is not due to the product itself, it will be returned to the CLIENT with freight on delivery, together with a minimum charge of €70 and a maximum of 2 hours of labour for handling and verification.
- (vi) The applicable technical information and documentation for the BURKERT products can be downloaded by the CLIENT from the BURKERT web page (documentation).
- (vii) This warranty shall not apply in the following cases:
  - a) If the CLIENT or third party has carried out modifications, repairs or manipulations to the delivered products.
  - b) Negligence in the use of the product. This includes any use not stipulated in the product specifications or that is not in compliance with the instructions.
  - c) Weather events or force majeure (merely for illustrative purposes, including but not limited to floods, frost, overheating, fire, earthquakes, moisture, etc.).
  - d) Wear owing to normal use of the product.
- (viii) The rights derived from the warranty can only be exercised by the CLIENT without the possibility of transfer to a third party.

## 9. Complaints concerning the goods

- (i) BURKERT shall accept complaints concerning the goods delivered to the CLIENT owing to discrepancies in the apparent quantity or quality of the goods, identification and references of the goods concerning the submitted order, as well as complaints concerning any visible or apparent defect that can be assessed by a visual inspection or minimal control when delivering the products to the CLIENT, or which is identified within the first 7 calendar days after the date on which the CLIENT receives the good, as long as the product has not been used and is still in its original packaging.
- (ii) If the CLIENT identifies any defect concerning the quantity or quality of the delivered product, in the terms described in the preceding paragraph, this must be reported to BURKERT within a maximum period of seven calendar days from the date of delivery, specifying at least the number of the delivery slip and at least the serial number of the product and a short description of the defect. Otherwise, the delivered goods will be considered as accepted with the defect in question. If the CLIENT does not report such defects within the indicated period, the goods will be deemed as accepted, notwithstanding the provisions for the possible existence of hidden defects.
- (iii) The effective application of the complaint will result from an inspection and analysis of the complaint and shall depend exclusively on the expert opinion issued by the technical department at BURKERT. Once BURKET has confirmed the existence of defect in the apparent quantity or quality, the products will be repaired or replaced at BURKERT's choice, for no extra charge, as quickly as possible. All complaint rights to which the CLIENT is entitled shall lapse if the CLIENT does not permit, without undue delay, an inspection of the defects mentioned in the complaint. The goods can only be returned after receiving express authorization from BURKERT. Complaints do not release the CLIENT from the obligation of payment.

## 10. Product returns

- (i) BURKERT will accept product returns from the CLIENT within the first 2 months starting from the date on which the CLIENT receives the goods, as long as the following criteria are fulfilled:
  - a) Only returns of standard products will be accepted.
  - b) Under no circumstances will returns be accepted of products that are used, broken, customized (made to measure for the CLIENT) and/or acquired expressly for a specific CLIENT.
  - c) Under no circumstances will returns be accepted of products without all their original components and original packaging.
  - d) Returns will only be accepted within the two months following the receipt of the product, which is defined as the date of the delivery slip issued by BURKERT.
  - e) When requesting the return, the CLIENT must indicate the BURKERT order number and/or delivery slip number and/or invoice number with which the product was purchased.
- (ii) Returns of any goods require the previous authorization of BURKERT, who reserve the right to claim compensation to make up for the possible damages incurred to the goods and to recover administrative costs arising due to the return.
- (iii) BURKERT will accept the return of goods if, for reasons owing to the responsibility of BURKERT, the requested product does not match the product requested by the CLIENT.
- (iv) Any freight cost incurred for the return of products to BURKERT must be paid by the CLIENT in any case.
- (v) BURKERT will apply the following rates of depreciation as long as the cause of the return is not owing to the responsibility of BURKERT:
  - a) If the returned goods, their packaging and all the elements received with the goods are in perfect condition, a 15% demerit will be applied on the invoiced price.
  - b) If the goods are in perfect condition but not the accompanying elements, that is, the packaging, label, certificates and/or manuals, a 20% demerit will be applied on the invoiced price.
  - c) If the returned goods, though not customized or acquired expressly for a client, are of low circulation in BURKERT's stock, an additional demerit of 10% will be applied over the general demerit.
- (vi) As long as the acceptance criteria are fulfilled, BURKERT will send the CLIENT a document listing the products and quantities to be returned and the general terms of return. The CLIENT must sign this document to accept the terms of the return and enclose this with the return of the goods.
- (vii) In cases where, after the returned product has been received, it is established that the acceptance criteria have not been fulfilled, BURKERT will contact the CLIENT to offer the option of returning those products with freight paid by the CLIENT. If the CLIENT does not accept this option, BURKERT may keep the products and the payment for those products.

## 11. Limitation of liability

- (i) BURKERT is released from all liability for losses or damage caused as a result of factors or causes that are not the responsibility of BURKERT.
- (ii) BURKERT is responsible for product defects as long as the CLIENT has reported the defects to BURKERT within the warranty periods specified previously or if BURKERT is expressly liable due to the mandatory applicable law. Liability is limited to performing the necessary repairs in our facilities and/or delivering alternative goods.
- (iii) BURKERT is not responsible for lost profits or other damages that result, regardless of the cause.
- (iv) Where the products have been manufactured by BURKERT according to the design and/or specifications of the CLIENT, BURKERT does not guarantee that these products are suitable for the intended use of the CLIENT.
- (v) The CLIENT bears sole responsibility for choosing the product and service as well as the use and function for which it is intended. BURKERT accepts no liability and does not guarantee that the product or service is suitable for the technical applications intended by the CLIENT, nor the achievement, in part or in full, of the objectives pursued by the CLIENT when making the purchase.

Any recommendation for use made by BURKERT is given on good faith in line with our knowledge, without this constituting an explicit or implicit declaration of suitability.
- (vi) The liability of BURKERT for complaints owing to non-compliance with its contractual obligations shall not exceed, in total, the price of the defective product resulting in the damage.

## 12. Ownership and risk

- (i) All products are at the risk and liability of CLIENT from the moment of delivery.
- (ii) All products continue to be the property of BURKERT, who reserves ownership, until the settlement of all invoices owed by the CLIENT to BURKERT, and the payment of all amounts associated with the order. Consequentially, in the event of a failure to pay for the delivered products, BURKERT may choose to exercise its reservation of title and either recover the goods along with the relevant compensation for commercial depreciation and deterioration, or demand the price plus default interest. If the CLIENT initiates bankruptcy proceedings or similar, it will refrain from including the products purchased from BURKERT in its assets, and inform BURKERT immediately.
- (iii) Merely for the fact of contracting BURKERT, the CLIENT transfers to BURKERT, irrevocably and in full, and of a general nature without requiring any specific additional agreement concerning each specific case, all rights concerning the product subject to reservation of title, in particular the credit rights that the CLIENT holds in its favour with respect to such products and which are derived from the disposal of the products or any other title to third parties. In the event that the CLIENT modifies or processes the product subject to reservation of title in any way, or combines or mixes it with another product, BURKERT shall have



a right of co-ownership to the resulting product as a proportion of the value according to the invoice of the product subject to reservation of title, with respect to the value according to the invoice of the other goods used in the combination or mixture.

### 13. Occupational health and safety

- (i) The CLIENT is responsible for ensuring that the products are installed properly and safely according to the instructions that were provided in advance by BURKERT, following the guidelines of good commercial practice, without any risk to personal health or safety. BURKERT accepts no liability for any failure to comply with this clause on the part of the CLIENT.

### 14. Industrial and intellectual property rights

- (i) The industrial and/or intellectual property rights for the offer and the information contained in the offer, the delivered equipment as well as the elements, plans, drawings, software etc. that are incorporated or related to the delivered product, belong to BURKERT or their respective providers; accordingly, it is expressly prohibited for the CLIENT to use them for any purpose other than fulfilling the order, such as making a total or partial copy or the transfer of use to third parties, without receiving the express consent of BURKERT in advance.
- (ii) The information (weights, dimensions, capacities, technical specifications and configurations relating to the BURKERT products) included in catalogues, leaflet, brochures and technical literature, is of an indicative nature and is not binding. BURKERT reserves the right to carry out the modifications it deems necessary concerning this information.

### 15. Data protection and confidentiality

- (i) The CLIENT authorizes BURKERT to process, in automated and non-automated (documented) form, the personal data included in this contract and subsequent documents derived from this contract, as well as the data provided during client registration on the website, for the purposes arising directly from the business relationship between the two parties – among others, to receive publicity and information concerning the company's services and products via any means of communication – all this within the limits derived from the applicable laws at any given time.
- (ii) In the context of initiating a business relationship with BURKERT, the CLIENT must provide the necessary data for the establishment, performance or termination of this relationship. If the necessary data is not provided, BURKERT reserves the right, ultimately, to either refuse to establish a business relationship, to refrain from concluding the relationship or even to terminate it.
- (iii) The recipients of the information are: (i) a specialist company that will handle all the data corresponding to all areas of the business; (ii) external contractors and service providers, including for example document shredders, printing services, logistics and IT companies etc.); along with (iii) all recipients to whom BURKERT has a legal obligation to send the information (for example police, courts etc.) In particular, and for the company's administrative purposes, the CLIENT's personal data will be communicated to BURKERT WERKE GmbH, the company that centralizes the Group's IT systems in Germany. These accesses will be regulated by the corresponding Data Processing Agreement and Confidentiality Agreement between the company responsible for the file, BURKERT and the collaborating entity, in order to ensure compliance with the applicable legal regulations in this respect at all times.
- (iv) The CLIENT authorizes BURKERT to transfer this data if their transfer is necessary for data processing.
- (v) The CLIENT has the right to exercise the rights of objection, access, rectification, withdrawal, blocking or erasure and portability in the scope provided by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), Organic Law 3/2018 of 2 December on the protection of personal data and digital rights (LOPDGDD) as well as the applicable European and national laws in this respect at all times.

In order to exercise the rights mentioned above, and for any declarations, please contact the following in writing:

BURKERT IBÉRICA, S.A.U.  
Avenida de Barcelona, 40A  
08970 SANT JOAN DESPÍ  
(Barcelona)  
Phone: +34.93.4777980  
Fax: +34.93.4777981  
E-mail: [spain@burkert.com](mailto:spain@burkert.com)

- (vi) BURKERT ensures the CLIENT that it will maintain absolute confidentiality concerning any information, document or product owned by the CLIENT that is handed over to BURKERT during the course of the business relationship. In any case, the CLIENT has the right to object to the processing of its personal data for commercial purposes. If, in the event of data processing for the pursuit of legitimate interests, the CLIENT wishes to object to this processing, this may be done wherever the CLIENT's personal situation results in a conflict with this processing.
- (vii) In any case, the personal information or data provided by the CLIENT will be processed in line with the stipulations of the privacy policy available on the website of BURKERT.
- (viii) Concerning the privacy policy and cookies for this website, the stipulations established by BURKERT shall apply, which can be read at the following link: <https://www.burkert.co.uk/en/Data-Privacy/Data-Privacy>

### 16. Force majeure.

- (i) BURKERT will not be liable for non-compliance or delay in compliance with its obligations to the CLIENT if these are owing to any unforeseeable circumstances or force majeure events that affect BURKERT as well as its providers or transport companies, including strike, other labour-related or industrial incidents, lack or impossibility to obtain raw materials, etc.
- (ii) If the force majeure event extends for more than three (3) months, BURKERT may deem any pending product orders as cancelled and ineffective without this establishing any right of damages or compensation in favour of the CLIENT.

### 17. Severability

- (i) In the event that any of these general terms and sale are declared void and ineffective by a binding resolution issued by a responsible authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of invalidity.



#### **18. Applicable law and jurisdiction**

- (i) This contract, both for its application and for interpretation, is governed by Spanish common law as well as the European regulations concerning the protection of personal data. The official language of the contract is Spanish.
- (ii) The parties expressly waive any other jurisdiction to which they could be entitled and agree to the jurisdiction and responsibility of the courts and tribunals of the city of Barcelona.