

TERMS AND CONDITIONS OF FINANZAUTO, S.A.U. (JULY 2020)

A. GENERAL CONDITIONS

1. The Contract

1.1. These General Conditions shall be applicable to any contract entered into by FINANZAUTO, S.A.U. with its Customers ("the Contract"). The term "Contract" covers whatsoever document agreed by and between FINANZAUTO, S.A.U. and its Customers (jointly, "the parties") that involves one or more obligations for one or both parties to give, to do or not to do (by way of example, obligations deriving from contracts of sale or rental of equipment or spare parts or the provision of repair or maintenance services) even if such document does not bear the name of "Contract", but whatsoever other such as, inter alia, that of "offer", "quotation" or "valuation", once it has been accepted by both parties.

1.2. If the Contract entails repairs or other interventions by the technical service of de FINANZAUTO, S.A.U., the "Contracting Conditions of FINANZAUTO, S.A.U. in Repairs and other Interventions by the Technical Service", mentioned in section B. of this document shall additionally be applicable. If the Contract entails the sale of replacement parts and accessories, the "Contracting Conditions of FINANZAUTO, S.A.U. in the Sale of Replacement Parts and Accessories", mentioned in section C. of this document be shall additionally applicable. If the Contract entails the rental of machinery without operator the "Contracting Conditions for the Rental of Equipment without Operator" mentioned in section D. of this document shall additionally be applicable. All of these General Conditions, together, shall be referred to hereinafter as the "Terms and Conditions of FINANZAUTO, S.A.U.".

1.3. The Contract and the Terms and Conditions of FINANZAUTO, S.A.U. constitute the entire agreement applicable to any Contract, and as such any clauses, terms and conditions that the Customer may incorporate in its documents (inter alia, an order document or acknowledgement of receipt) shall in no case be applicable, unless accepted expressly and in writing by FINANZAUTO, S.A.U. In no event shall said acceptance be deemed to have been granted via the sending of a mere e-mail. In no event shall such acceptance be deemed to have been granted tacitly.

1.4. Any contradictions between that set forth in this document and those conditions that, if applicable, may be incorporated by the Customer in the documentation relative to the goods or services that form the object of the Contract (when, pursuant to that set forth in the foregoing paragraph, they are accepted by FINANZAUTO, S.A.U. expressly and in writing) shall be resolved in favour of that set forth in this document, unless expressly agreed otherwise, in writing, and signed by the parties. Whatsoever clause that contradicts the foregoing shall be deemed not to be included.

1.5. The Contract shall enter into force when the first of the following events takes place:

1. The signing of the Contract.
2. The issue of an order document, once expressly accepted by FINANZAUTO, S.A.U., when the Contract has not been signed by the Customer
3. The acceptance, by FINANZAUTO, S.A.U. of a total or partial payment made by the Customer.
4. The delivery of material or the commencement of the provision of services by FINANZAUTO, S.A.U.

1.6. Whatsoever technical specification, illustration, graph, plan, design, price list, performance figures or tolerances or any other technical data supplied by FINANZAUTO, S.A.U. in relationship with any Contract, whether in writing or in any other form (the "Data") do not form part of the Contract and shall be deemed to have been delivered to the Customer merely for information purposes, except when the parties have agreed expressly, unambiguously and in writing to grant them contractual value. FINANZAUTO, S.A.U. in no case guarantees the accuracy of the Data or the absence of errors therein. The Data supplied by the Customer likewise do not form part of the Contract, unless the parties have agreed expressly, unambiguously and in writing to grant them contractual value. The authorisation or approval of Data supplied by the Customer via e-mail shall be deemed null and invalid.

1.7. In the event of any inconsistency between the documents that form part of the Contract, they shall be interpreted in the following order of preference:

1. The Contract.
2. The Terms and Conditions of FINANZAUTO, S.A.U.
3. The Terms and Conditions of the Customer, when they are applicable owing to their having been accepted expressly and in writing by FINANZAUTO, S.A.U. In any case, the existence of a clause, term or condition of the Customer, contrary to that set forth herein, owing to its incorporating a different rule of preference, shall be deemed null and not included, even though the document of the Customer that includes said clause, term or condition has been accepted by FINANZAUTO, S.A.U., unless specific agreement has been given thereto expressly and in writing, additionally
4. The Data, when, pursuant to that declared above, they have contractual value

1.8. The deadlines established in the Contract, whether for delivery or those contemplated for the termination of the repair and maintenance services, shall be considered approximate and shall not be deemed essential terms of the Contract, unless the parties have granted them, expressly, unambiguously and in writing, the nature of essential.

2. LIMITATIONS AND EXCLUSIONS OF LIABILITY (THE CUSTOMER MUST READ THIS CLAUSE CAREFULLY)

2.1. The maximum aggregated liability of FINANZAUTO, S.A.U. for any concept, including contractual liability and whatsoever penalties that the purchaser and FINANZAUTO, S.A.U. may have agreed, shall in no event exceed the lowest of the following amounts: 1. That invoiced by FINANZAUTO, S.A.U. for the goods or service from which said liability derives, excluding indirect taxes. 2. Three hundred thousand euros (€300,000). 3. In the case of regular maintenance services, the amount resulting from the sum of six-monthly instalments, excluding indirect taxes. 4. In the case of the sale of goods, 50% of the cost of their replacement. Any clause contradicting the above-mentioned global limit shall be deemed not included.

2.2. FINANZAUTO, S.A.U., shall in no case respond for present or future loss of profit or indirect or consequential damages.

For the purposes of interpreting this clause, the following definitions shall apply:

- a) Direct damages or emergent damages are all damages suffered on the goods or equipment object of the contract (sale, supply or repair service), that would have to be compensated to a claimant to replace them to the state that they had before the damage occurred or, if it is the case, to compensate for their destruction.
- b) Indirect or consequential damages are all damages caused to other goods, other than the machinery or equipment sold, supplied or repaired, (i.e. any damage that does not affect the substance or matter of the machinery or equipment sold.

c) Loss of profits is the foreseeable future loss that has been lost as a result of the damaging event, such as any loss of income, profit, productivity or production, business interruption, loss or reduction of goodwill or business opportunity termination, cancellation of contracts, shares depreciation, loss of opportunity or use or any losses arising from delay.

2.3. FINANZAUTO, S.A.U. is not liable, in any event, for whatsoever damages, expenses or costs, that the Customer or its employees, managers or officers may have suffered as a consequence of activity of FINANZAUTO, S.A.U. carried out pursuant to instructions given by the Customer in relationship with the Contract. The Customer is exclusively liable for any damages, expenses or costs deriving from error, omission or defects in such instructions.

2.4. FINANZAUTO, S.A.U. shall in no case respond for the impossibility of meeting contractual obligations as a consequence of unforeseeable events or force majeure. For these purposes an unforeseeable event is deemed to be that which, according to that which is habitually deemed reasonable, cannot be foreseen but which, if foreseen, would have been avoidable, and force majeure is that which, even if foreseen, would be inevitable. Among others, causes of force majeure are, inter alia, strikes, riots, scarcity of materials on the market, lack of supply or delay in delivery by the manufacturer (hereinafter, "OEM", acronym for "Original Equipment Manufacturer"), electrical power cuts, fire, flood, earthquake, war, delays by land, air or sea transport companies (whether national or international), occupational accidents or those of any other nature, delay or breach of contractual obligations by companies subcontracted by FINANZAUTO, S.A.U. or suppliers of the latter, sabotage, explosion, blockages, embargos, coups d'état, invasions or acts of terrorism.

2.5. FINANZAUTO, S.A.U. is not liable, in any way, for damages deriving, directly or indirectly, from the lack of maintenance or defective maintenance by the Customer of the goods supplied, pursuant to the tasks described in the manuals and technical information of the OEM. Lack of maintenance or defective maintenance of the goods supplied, by the Customer, shall entail the automatic loss of any type of guarantee that may have been granted, as well as the waiver, in the terms most amply accepted by law, of the claim for any type of liability of FINANZAUTO, S.A.U. related directly or indirectly with the lack of functioning or defective functioning thereof, or with possible damages caused thereby

2.6. FINANZAUTO, S.A.U. shall not be liable, in any event, for damages that may derive, directly or indirectly, either from the Data supplied by FINANZAUTO, S.A.U. or those supplied by the Customer, unless they have been given contractual value according to that agreed by the parties pursuant to the provisions of clause 1.6. In this latter case, the resulting liability shall likewise be subject to the exclusions and limitations of liability described in the foregoing paragraphs.

2.7. The Customer acknowledges and accepts that the foregoing provisions have been clearly expressed, and understands and accepts them. The Customer knows that the price and contractual conditions of FINANZAUTO, S.A.U. are conditional upon said acceptance, and that without it no goods or service would have been offered.

2.8. The limitations and exclusions of liability contained in this section are also deemed to be granted in the benefit of any employee, manager, officer or company of the TESSA Group.

2.9. Any clause that contradicts the foregoing shall be deemed not to have been included, unless its modification is expressly and specifically agreed by the parties, in writing.

3. Guarantee and term for inspection of that delivered

3.1. Unless expressly agreed otherwise by FINANZAUTO, S.A.U., and provided it is permitted by law, the goods supplied are delivered or provided with no guarantee.

3.2. When the supply is offered of specific goods with a specific guarantee, FINANZAUTO, S.A.U. guarantees that such goods are free from defects with the contents and exclusions mentioned in the certificate of the OEM. The guarantee will cover, exclusively and when applicable and at the discretion of FINANZAUTO, S.A.U., the repair or replacement of the product. In no event shall the guarantee include any indirect costs such as, inter alia, expenses of travel, board, towing, leasing of cranes and/or scaffolding, except in cases expressly contemplated in the guarantee of the OEM.

3.3. The Customer has a period of one day, as from delivery, to perform an in-depth inspection of the goods. At the end of such full day (24 hours), the goods or service shall be deemed to be accepted, and the Customer may in no case allege that a different item has been delivered from that agreed (*aliud pro alio*). Any inconsistency or nonconformity of said goods or service with regard to that agreed, must be declared within such non-extendable term. The Customer knows that the products supplied by FINANZAUTO, S.A.U. are complex, and that on occasion they incorporate minor ancillary material (such as air lines) the specifications of which, on occasion, may not coincide exactly with the technical specifications offered. Therefore, it is important for the Customer to perform the aforesaid in-depth inspections, within said term, especially if some element is especially important or relevant for its business. The customer knows and accepts that, upon elapsing of said term, FINANZAUTO, S.A.U. will not correct or replace the product or service delivered, unless it has a defect under guarantee, if the latter is applicable.

3.4. The Customer has the non-extendable term of one week, as from delivery, to verify the existence of any hidden vice or defect in the goods delivered or service provided and expressly waives the requirement to remedy hidden vices beyond this term, without prejudice to the coverage of the corresponding guarantee, when applicable.

3.5. The Customer is a professional in its activity sector, and is exclusively responsible for knowing whether what it is acquiring is valid for the purpose of its activity. FINANZAUTO, S.A.U. merely delivers that which is requested, without guaranteeing in any way that the goods supplied are valid or useful for such purpose or activity, even though it may know the purpose or activity of the Customer. In particular, by way of example, FINANZAUTO, S.A.U. does not guarantee the functioning of locomotives, buses, forklift trucks or vessels in which its engines are to be installed, since FINANZAUTO, S.A.U. is not a professional specialising in such sectors but exclusively in the functioning of its engines, in particular conditions that are detailed in the operation and maintenance manuals and technical documentation supplied by the OEM thereof.

3.6. Regarding the purchase of engines, propulsion equipment and their ancillary material, such as, inter alia, propellers, reducers, shaft lines, controls, soundproofing and mechanical and electrical installations, FINANZAUTO, S.A.U. may voluntarily perform engine inspection tests to verify that their installation has been performed following the minimum recommendations of the OEM. These tests reflect a situation and status, at the time and in the conditions in which they are performed, and are limited to ensuring that said engine has been installed in test conditions that are not and need not be those of real operation, following the installation practices of the OEM, and that it performs as expected in such particular test conditions on site. The performance of said tests and the possible validation of the installation, even express, by FINANZAUTO, S.A.U., does not guarantee in any way the subsequent functioning of the machine in which the engine is installed, or that it fulfils the regulatory, legal or contractual requirements of any type, something that

corresponds only to the Customer, as a professional of the sector and solely responsible for knowing its functioning, operation and requirements. In view of the above, the Customer knows that FINANZAUTO, S.A.U. expressly declines any liability that may derive from the performance of such voluntary test.

3.7. To the widest extent permitted by law, when the Customer acquires used or rebuilt goods from FINANZAUTO, S.A.U., it must understand that no guarantee is applicable to such goods. FINANZAUTO, S.A.U. does not guarantee the certificates, permits, or official licences that accompany used or rebuilt goods as ideal for use in a specific territory or in which they may be required. In no event shall FINANZAUTO, S.A.U. pay the direct or indirect costs or modifications necessary in said used or rebuilt goods for the obtaining of such certificates, permits or licences.

3.8. In no event shall the guarantee be deemed to cover, when it is granted, failures due to the breach, by the Customer, of operation or maintenance recommendations given by FINANZAUTO, S.A.U. or by the OEM, or contained in the respective operation and maintenance manual, or deriving from the use of fluids not specified in such manual, or from the use of non-original replacement parts, or from the lack of control of alarms, inspection thereof, or lack of control of their data records.

4. Compensation

4.1. The Customer declares that it has received and understood the manuals and technical information of the goods supplied. The Customer declares that it has been able to clarify any question relative to such manuals and information that it may not have understood. The Customer undertakes to follow the instructions and recommendations issued by the OEM in such manuals and information, and to perform, pursuant thereto and when applicable, the corresponding regular maintenance operations. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with any claims or damages deriving, directly or indirectly, from the failure to follow said instructions and recommendations by the Customer, or by its employees, managers, officers, agents or subcontracted third parties.

4.2. The Customer must ensure that the goods supplied are installed, operated and maintained by qualified companies and personnel, and shall compensate FINANZAUTO, S.A.U. and hold it harmless from any damages deriving, directly or indirectly, from a defective installation, operation or maintenance thereof even if FINANZAUTO, S.A. has been present during such installation, operation or maintenance activities. In no case shall the presence of personnel of FINANZAUTO, S.A. during installation, operation and maintenance activities performed by the Customer, or by third parties subcontracted by the latter, be deemed to mean that FINANZAUTO, S.A.U. has provided tasks of technical advice, supervision or management of these activities. This presence must only be seen as an activity of support or commercial attention, with no commitment as to results or, therefore, assumption of liability.

4.3. The Customer must ensure that the replacement parts and material used for any maintenance or repair tasks of the goods supplied have been manufactured by the OEM or by FINANZAUTO, S.A.U., or recommended thereby. FINANZAUTO, S.A.U. shall not respond for damages to the goods supplied or to third parties deriving from the use by the Customer of material not manufactured by an OEM or by FINANZAUTO, S.A.U. The use, by the Customer, of material not manufactured by an OEM is a cause for termination (only by FINANZAUTO, S.A.U.) of possible contracts for maintenance or repair in force between the parties. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with any claims or damages deriving directly, or indirectly, from the use, by the Customer, of replacement parts and material not manufactured or not homologated by an OEM or by FINANZAUTO, S.A.U.

4.4. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless, in relationship with any claims or possible damages, including personal harm (death, psycho-physical damages and moral damages strictly speaking) caused to third parties by the goods supplied, as a consequence of lack of maintenance or defective maintenance of the goods supplied, by the Customer. "Defective maintenance" shall be deemed to be that which does not fully respect the recommendations issued in writing by the corresponding OEM or by FINANZAUTO, S.A.U. In any case, "defective maintenance" shall be deemed to be that which does not respect that set forth in the corresponding maintenance manual of the corresponding OEM.

4.5. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless regarding any claims or possible damages deriving directly or indirectly from the use, by the Customer, of used or rebuilt goods that do not have the certificates, permits or licences required for their use in a specific area. The Customer shall hold FINANZAUTO, S.A.U. harmless, inter alia, from damages caused by said goods to third parties, or from possible fines or sanctions that may be imposed on FINANZAUTO, S.A.U., as a consequence of said use.

4.6. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with any claims or possible sanctions and interests that FINANZAUTO, S.A. may have had to bear as a result of the failure by the Customer to pay possible taxes, interests or sanctions to which the supply of the goods or provision of the service in question may be subject.

4.7. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with any claim addressed to FINANZAUTO, S.A.U. connected, directly or indirectly, with the delay in the receipt, or lack of receipt, of the good or goods and services to be supplied by the Customer.

4.8. The benefits of compensation and indemnity granted to FINANZAUTO, S.A.U. in this clause shall also be deemed to be granted to its employees, managers, officers, agents, and any company of the TESSA group.

5. Form of payment

5.1. The price shall be paid by the Customer in euros, with no deduction for bank or financing charges, on the spot, by means of SEPA direct debit, irrevocable bank transfer, cash (with the limit established by law), bank draft or cheque certified by the bank made out to FINANZAUTO, S.A., or credit card; after delivery has been made or the service provided by FINANZAUTO, S.A.U., unless different conditions have been agreed expressly and individually.

5.2. The price shall only be deemed paid when received by FINANZAUTO, S.A.U. with no possibility of cancellation or retraction by the Customer

5.3. Although FINANZAUTO, S.A. may have accepted a certain payment method, all the risks deriving from such method shall be borne by the Customer.

5.4. The Customer authorises FINANZAUTO, S.A.U. to assign whatsoever sum of money received from the Customer to the payment, in the first place, of debts of the Customer corresponding to goods or services supplied in the past (including the payment of possible penalties or liabilities).

5.5. The prices offered do not include any discount, unless granted by FINANZAUTO, S.A.U. expressly and in writing. The granting of discounts in one or more contracts in the past shall not be deemed in any way a commitment to the granting of discounts in future operations.

5.6. Any possible discounts shall be deemed granted, unless agreed otherwise, against the price of the goods or service, excluding taxes, and shall not be applied against any other charges that may correspond, additionally, to the supply of the goods or the provision of the service in question.

5.7. The discounts that may, possibly, have been granted, shall be deemed automatically revoked in the event of failure or delay in the payment of the price.

5.8. FINANZAUTO, S.A. may require from the Customer prior to the delivery of the goods or the provision of the service in question, a sufficient provision of funds to cover the cost thereof, the amount of which shall be applied to the final invoice when issued.

5.9. In the event of purchase of new engines and their ancillary material, as well as new or used machinery for public works and construction, the price of sale shall be paid pursuant to the following milestones, unless agreed otherwise expressly and in writing:

1. 20% upon signing of the Contract by the Customer. This 20% shall be considered as earnest money or deposit. Once the Contract has been signed, the cancellation or termination of the sale, for any cause not attributable to FINANZAUTO, S.A.U., shall mean the irrevocable loss of the deposit, without prejudice to the possibility of claiming the total payment of the price and the compensation for corresponding damages, if applicable.
2. 80% prior to delivery or simultaneously with the making available of the engine or machine.

5.10. FINANZAUTO, S.A.U. may agree with Customers the deferment of payment by mutual consent, which may not exceed 60 days, pursuant to that which is established in the Law 15/2010 on the fight against late payment in commercial transactions. Whatsoever deferment of payment beyond the maximum terms established in the legislation in force at any time shall have a financial cost for the Customer, which shall be established in the corresponding deferment agreement.

5.11. The price agreed by the parties, relative to the sale of engines that include expenses of a Classification Society only include the expenses necessary for the inspection of the engines in the facilities of FINANZAUTO, S.A. The price agreed by the parties shall in no case include the approval of documents, plans, inspections or any other expenses required by the corresponding Classification Society outside the facilities of FINANZAUTO, S.A.U.

6. Taxes

6.1. The prices offered by FINANZAUTO, S.A.U. shall always be deemed net of whatsoever taxes, such as, inter alia, VAT or Canary Islands purchase tax (IGIC), which shall increase the final invoice payable by the Customer.

6.2. The Customer is responsible for the payment of any taxes levied on the supply of the goods or the provision of the service in question. The Customer undertakes to pay to FINANZAUTO, S.A. whatsoever taxes, interests and sanctions that FINANZAUTO, S.A.U. may have had to bear owing to the failure of the Customer to do so.

7. Delivery, transfer of risks

7.1. Unless expressly stated otherwise in the Contract or expressly agreed in writing by the parties, the goods supplied for the Spanish domestic market (including the peninsular territory, The Balearic Islands and Canary Island and excluding Ceuta and Melilla) shall be made available to the Customer and delivered at the facilities of FINANZAUTO, S.A. on truck, the Customer being liable for all the expenses and risks inherent to the transport and subsequent unloading.

7.2. Goods for countries belonging to the European single market shall be made available to the Customer and delivered thereto on truck at the facilities of FINANZAUTO, S.A., the Customer being responsible for the expenses and risks of transport as well as the issue of the documentation justifying the exit by the goods from national territory, which the Customer is obliged to provide to FINANZAUTO S.A.U.

7.3. Goods for third countries or territories of European countries that do not form part of the common customs territory (inter alia, Ceuta and Melilla) shall be made available to the Customer, alongside the ship or aircraft, at the port or airport agreed for embarkation thereof. FINANZAUTO S.A.U. shall be the exporter of the goods and shall issue the corresponding export declaration to the agreed customs authority, the loading and embarkation of the goods in the means of transport for exit from the common customs territory being for the account of the Customer. The Customer is not authorised by FINANZAUTO, S.A.U. to issue any export declaration in which FINANZAUTO, S.A.U., or any of the companies of the TESYA Group is included as exporter. The Customer shall be liable and shall hold FINANZAUTO, S.A.U., or any of the companies of the TESYA Group or Caterpillar Group harmless, in the event of breach of that set forth in this paragraph.

7.4. Although ownership of that delivered shall be deemed transferred with the delivery (not with the possible commissioning, when applicable, even if this corresponds to FINANZAUTO, S.A.) FINANZAUTO, S.A.U. reserves the right to terminate the sale in the event of non-payment of the price, the Customer undertaking to return the goods supplied, at the Customer's expense, to the facilities of FINANZAUTO, S.A., in the same condition in which they were received.

7.5. Unless otherwise agreed expressly and in writing, the Customer must collect the good or goods to be supplied in the maximum term of five calendar days as from notification by FINANZAUTO, S.A.U. to the Customer that the good or goods are available for delivery.

7.6. Upon elapsing of the term stated in the foregoing paragraph, the goods shall remain in deposit at the facilities of FINANZAUTO, S.A.U., and the Customer shall assume the risks of deterioration or loss. The Customer must pay to FINANZAUTO, S.A.U. the reasonable costs of deposit and a penalty equivalent to the rental price, according to the public retail price (PVP for rent) of the good or goods to be supplied or, when this price does not exist since the assets in question are not rented, a penalty per day of delay, equivalent to 0.1 % of the public retail sale price of the good or goods to be supplied.

7.7. At the time of delivery, the Customer must perform an in-depth visual inspection of each and every one of the visible elements of the object of delivery. For such task, at the time of delivery an employee, representative or agent of the Customer must be present, with sufficient knowledge to acknowledge receipt of that which is delivered and to make, *in situ*, the observations, declarations or nonconformities that he may deem it appropriate to make. Reception by the Customer of the good or goods to be supplied, without having made any observation, declaration or nonconformity, shall imply the acceptance of the supply, so that it will thereafter only be possible to allege, if applicable and in the conditions and terms described in this document, hidden vices or defects, but in no event may the existence be alleged of patent vices or defects, or those which are visible. Therefore, it is important, for the Customer, to perform this visual inspection in depth. The Customer shall be exclusively liable for the lack of inspection or absence of the presence of qualified personnel of the Customer to perform the inspection.

7.8. Physical delivery with no declaration of nonconformity shall be evidence that the Customer has received the good or goods in perfect condition, complete, and pursuant to that agreed in the Contract (or with non-essential deviations accepted by the Customer). Should FINANZAUTO, S.A. so require, the Customer shall sign an acknowledgment of receipt confirming the lack of nonconformity with that received.

7.9. With the delivery of the good or goods to be supplied, the corresponding manuals and technical information shall likewise be delivered. However, in the case of used equipment or replacement parts (new or used), it will not always be possible to deliver said manuals and technical information to the Customer. The Customer is responsible for ensuring the receipt of this documentation, and for conserving it throughout the whole useful life of the good or goods delivered. Unless the Customer declares otherwise at the time of delivery, said manuals and technical information shall be deemed to have been delivered together with the good or goods delivered, and the Customer may not subsequently allege that it has not received them, unless FINANZAUTO, S.A. expressly acknowledges not having delivered them. It is the obligation of the Customer to provide said manuals and technical information to all who require them for their use, operation and maintenance as well as to third party acquirers.

7.10. FINANZAUTO, S.A.U. shall contract the services of loading, transport or unloading and insurance on behalf of the Customer, unless expressly agreed otherwise. FINANZAUTO, S.A.U. may freely choose the company or companies to be subcontracted. Likewise, and unless expressly agreed otherwise, in these cases the risk of the loading, transport and unloading shall be borne, exclusively, by the Customer. The Customer waives the possibility of demanding from FINANZAUTO, S.A. whatsoever liability deriving directly or indirectly from the contracting, by FINANZAUTO, S.A.U. and on behalf of the Customer, of the services of loading, transport or unloading. The Customer shall compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with any claim deriving, directly or indirectly, from the appointment, by FINANZAUTO, S.A.U. and on behalf of the Customer, of the company or companies responsible for providing the services of loading, transport or unloading, and/or from the breach by this company or companies of their obligations, including, among other breaches, delay in delivery.

7.11. Six months from the communication of the making available of the goods subject to supply, if the physical delivery has not taken place, for any cause that is not attributable to FINANZAUTO, S.A.U., the latter may decide to terminate the Contract, taking as its own the goods subject to supply, and return the price, discounting therefrom the quantities that may be applicable for damages, prejudice, costs, expenses and penalties, pursuant to that set forth in the previous sections.

7.12. On occasions, the delivery of jet engines includes that of a lifting beam, property of the OEM, and which is delivered on loan to the Customer to perform loading and unloading operations thereof. Said lifting beam must be kept by the Customer in perfect condition, and be returned to FINANZAUTO, S.A.U. in a maximum term of 24 weeks from its delivery.

7.13. On occasions, the Customers themselves supply material, for the purpose of its assembly. In these cases, the material supplied by the Customers must comply with the conditions specified in the document of the OEM "Customer Supplied Equipment", or that which may replace or amend it at any time, of which the Customers declare that they are aware. It is the exclusive responsibility of the Client to ensure the compatibility of said material with the equipment supplied by FINANZAUTO, S.A.U., even if FINANZAUTO, S.A.U. has been entrusted with its assembly or installation. FINANZAUTO, S.A.U. will not be liable for material supplied by the Clients, nor for any damage it may cause, especially in cases of its compatibility with the equipment supplied by FINANZAUTO, S.A.U.

8. Delay or lack of payment

8.1. The delay or lack of payment of part of the agreed price shall entitle FINANZAUTO, S.A.U. to consider as due and outstanding any possible future instalments agreed for the total payment thereof.

8.2. Delay or lack of payment of all or part of the price shall entitle FINANZAUTO, S.A.U. to:

1. Charge the Customer interests on the outstanding debt (outstanding debt also being deemed to mean that resulting from the early maturity of future instalments, when FINANZAUTO, S.A.U. exercises the power referred to in the previous section) as well as collection costs, pursuant to that contemplated in the Law 3/2004, of 29 December, which establishes measures to fight against late payment in commercial transactions, or equivalent rule by which it may be replaced.
2. Retain the delivery of the goods to be supplied, delay the provision of the services, or stop them if they have commenced. In this case, the Customer must pay the reasonable costs of deposit of the goods retained, or the materials required for the provision of said services, the Customer assuming the risk of deterioration or loss thereof. This power will also be in force in the case of delay or lack of payment of any amount due to FINANZAUTO, S.A. either as part of the Contract or otherwise.
3. Demand from the Customer, at the choice of FINANZAUTO, S.A.U., performance of the Contract, or its termination, with compensation for damages in both cases.

8.3. The acceptance, by FINANZAUTO, S.A.U., of partial payment instruments, such as, inter alia, bills of exchange, cheques or promissory notes, may not be deemed in any way as indicative of the granting of any deferment of payment, or represent the waiver, by FINANZAUTO, S.A.U., of the exercise of the powers available to it pursuant to the preceding paragraphs.

9. Causes of termination

9.1. Unless the parties expressly agree otherwise in writing, the Contract may be terminated, at the request of FINANZAUTO, S.A.U. for the following causes, among others, which proceed alternatively pursuant to the law:

1. The declaration of Bankruptcy Proceedings (or those by which they are legally replaced) unless automatic termination is imperatively prohibited by law.
2. The impossibility, for the Customer, to pay its current obligations, even if it has not entered Bankruptcy Proceedings.
3. The breach, by the Customer, of any of its contractual obligations.
4. The failure of the Customer to be up to date with its tax and Social Security obligations, or the failure to deliver the corresponding certificate showing that it is up to date, when requested to do so by FINANZAUTO, S.A.U.
5. The suspension of the activity of the Customer, for whatsoever cause.
6. Criminal liability of the Customer, for any of the offences contemplated in article 31 bis of the Spanish Criminal Code.

9.2. Termination for any of the above causes shall entail the payment, by the Customer, of any damages, prejudices, costs and expenses that this may have caused to FINANZAUTO, S.A.U.

10. Ethics and Compliance

10.1. The Client is aware that FINANZAUTO, S.A.U. abides by high international standards regarding money laundering, finance of terrorism and against corruption. FINANZAUTO, S.A. requires its Customers to comply with the imperative regulations on these matters and, in particular, those relative to European Union and United States sanctions against certain countries and persons, to which the Customer shall refrain from providing goods and services

10.2. The parties declare that, to the extent of their knowledge, neither FINANZAUTO, S.A., nor the Customer, nor any of their employees, managers, officers or agents, has offered or promised any type of compensation or reward with the objective of obtaining the signing of the Contract, beyond the commissions that, if applicable, the salespersons of FINANZAUTO, S.A. or its agents may be contractually entitled to receive from FINANZAUTO, S.A.U.

10.3. The Customer undertakes to notify FINANZAUTO, S.A. of the circumstance of having become aware that FINANZAUTO, S.A.U., the Customer, or any of their employees, managers, officers or agents has offered or promised any type of compensation or reward of those mentioned in the foregoing paragraph.

10.4. The Customer shall protect and compensate FINANZAUTO, S.A.U. and hold it harmless in relationship with whatsoever claim or possible damages deriving from the breach, by the Customer, of the obligations to which it has committed in the foregoing paragraphs

11. The Environment

11.1. Whenever the supply of goods or the provision of services is to take place outside the facilities of FINANZAUTO, S.A. the Customer shall be obliged to undertake on its own account the correct management of any waste generated pursuant to regulations in force.

12. Voidability

12.1. The nullity of any of the clauses of the Contract or of the Terms and Conditions of FINANZAUTO, S.A.U. shall not entail the nullity of the Contract or of the Terms and Conditions of FINANZAUTO, S.A.U., but only of the clause affected by the nullity.

13. Joint and several liability

13.1. If for any reason the Contract should be signed by and between FINANZAUTO, S.A.U. and two or more Customers, the liability corresponding to the latter pursuant to the Contract, or to these Terms and Conditions of FINANZAUTO, S.A.U. shall be joint and several.

14. Assignment

14.1. The Customer may not assign, delegate or transfer the rights and obligations that correspond to it pursuant to the Contract, without the previous, written consent of FINANZAUTO, S.A.U.

15. Intellectual and industrial property

15.1. The intellectual and industrial property rights corresponding to the goods, documentation and information supplied to the Customer (inter alia, trademarks, patents, designs, models or industrial drawings, plans or graphs) belong, as applicable, to FINANZAUTO, S.A.U. or to the corresponding OEM.

15.2. In no case may the supply of goods, documentation and information be interpreted as a tacit transfer to the Customer of the rights mentioned in the preceding paragraph. The Customer acknowledges that it has no intellectual and industrial property rights with regard to the goods, documentation and information supplied by FINANZAUTO, S.A.U.

15.3. The Customer shall in no case declare that it is the owner or holder of the rights mentioned in the foregoing paragraphs.

15.4. Should the Customer become aware that any person alleges that the supply of goods or the provision of services that form the object of the Contract infringes any intellectual or industrial property rights of third parties, it will immediately make this known to FINANZAUTO, S.A.U.

15.5. All the documentation and information delivered to the Customer must be deemed as intended to ensure adequate compliance with the obligations of the parties pursuant to the Contract. Furthermore, such documentation and information shall be deemed confidential, and may not be communicated in any way to third parties, except that which is inherent to the goods supplied, such as the operation and maintenance manuals.

16. Telemetry systems

16.1. The goods supplied may have telemetry systems incorporated for the purpose of transmitting to FINANZAUTO, S.A.U. or to the corresponding OEM certain data relative to such goods, such as, inter alia, the model and series of the goods, their location and operational information of all kinds (for example: emissions, alarms, Hobbs meter).

16.2. The Customer authorises FINANZAUTO, S.A.U. and the corresponding OEM to activate said telemetry systems and to process the resulting information, for the following purposes:

1. To improve Customer service.
2. To help the Customer to manage its equipment.
3. To provide information for statistical purposes for the performance of market studies.
4. To enable FINANZAUTO, S.A.U. or the OEM to advise the Customer regarding the acquisition of new goods or services related to them.

16.3. FINANZAUTO, S.A.U. shall take reasonable precautions to protect the privacy of the Customer, when it processes the information referred to in the previous paragraphs, and it undertakes to use said information exclusively for the purposes described in the previous paragraph.

17. Communications

17.1. Unless the parties agree otherwise expressly and in writing, the communications of the parties in relationship with the Contract shall only be valid and effective if issued in writing.

17.2. In no event shall communications exchanged via the use of digital social communication tools or instant messaging applications, such as *WhatsApp*, *Facebook*, *Instagram*, *Snapchat* and similar applications be contractually valid.

17.3. The addresses of the parties communicated in the Contract, whether or not they are the registered office thereof, are valid addresses for the purposes of communications relating to the Contract.

18. Independent parties

18.1. The parties declare that each party, its employees, agents or subcontractors, is independent from the other party, and that that which is agreed in the Contract may not be interpreted as constituting a company, temporary or permanent business union, joint venture, agency or association of any type.

18.2. Each party is responsible for the management and administration of its personnel and employees, for technical, professional or employment purposes, and it may in no way be considered that the personnel of one party has been under the supervision, control or management of the other owing to the circumstance of the latter having been present during the provision of services or work by such personnel.

19. No waiver of rights

19.1. The commercial concessions or waiver of rights, benefits or penalties by FINANZAUTO,S.A.U. in relationship with a specific Contract may not be deemed, in any way, as constituting a tacit agreement, for future contracts, by which FINANZAUTO,S.A.U. undertakes to grant the same or similar concessions, or to waive said rights, benefits or penalties.

19.2. The fact that FINANZAUTO,S.A.U. has allowed temporarily, in relationship with any Contract, the total or partial breach of obligations by the Customer, or has not required said compliance, may not be interpreted as meaning that FINANZAUTO,S.A.U. waives the requirement of compliance or full compliance with said obligations.

19.3. Likewise, the fact that FINANZAUTO,S.A.U. has not made use of its power to require the Customer to pay quantities in the concept of contractual or extra-contractual civil liability, costs, expenses, interests or penalties, shall not be interpreted as meaning that FINANZAUTO,S.A.U. has waived its right to require the Customer to make said payment.

19.4. The termination of the Contract, for any cause, shall not entail the waiver of FINANZAUTO,S.A.U. to require the payment, by the Customer, of whatsoever quantities owed for whatsoever concept, including contractual or extra-contractual civil liability, costs, expenses, interests or penalties.

19.5. The agreement regarding penalty clauses in benefit of FINANZAUTO,S.A.U. does not entail the waiver of the requirement of the contractual or extra-contractual civil liability of the Customer.

19.6. The agreement regarding penalty clauses in benefit of the Customer shall entail its waiver of the requirement for contractual or extra-contractual civil liability of FINANZAUTO,S.A.U., unless agreed otherwise expressly and in writing.

20. Jurisdiction and applicable law

20.1. The Customer and FINANZAUTO,S.A.U. expressly submit to the Courts of the city of Madrid the resolution of whatsoever divergences as may arise between them, which in any case shall be resolved according to Spanish regulations unless expressly agreed otherwise in writing.

B. CONTRACTING CONDITIONS OF FINANZAUTO,S.A.U. IN REPAIRS AND OTHER INTERVENTIONS BY THE TECHNICAL SERVICE

1. Scope of application

1.1. These general conditions shall be applicable to any Contract for repair and any other provision of technical service entered into by FINANZAUTO,S.A.U. with its Customers.

2. Applicable prices

2.1. The price of the accessories, replacement parts and labour shall be that contained in the official price list of FINANZAUTO,S.A.U. in force at the time of provision to the Customer of the work performed.

2.2. Any interruptions to the repair work owing to causes beyond the control of FINANZAUTO S. A. shall be invoiced as hours worked. Such interruptions shall entail, moreover, the subsequent modification of the completion period estimated in each offer, quotation or valuation.

3. Contract for repair or relative to other interventions by the technical service

3.1. Any offer, quotation or valuation for repair, or relative to other interventions by the technical service, shall be valid for thirty calendar days as from the date of its communication. The expenses caused by the preparation of the offer, quotation or valuation (quotation, diagnosis, working hours for disassembly and assembly of elements, among others) shall be for the account of the Customer should the latter finally opt not to carry out the corresponding repair or technical service.

3.2. If, during the performance of the services, the need is detected to perform additional or different work, or to use additional or different materials from those initially contemplated, the Customer shall be informed previously, in order that it may decide whether to continue with the performance of the services, paying, if applicable, in addition to the price contemplated in the Contract, that corresponding to said additional services or material, or whether to stop the performance of the services, paying proportionally the price corresponding to the services already provided or materials already delivered. However, if the amount of said additional or different work or materials does not exceed 10% of the price offered, FINANZAUTO,S.A.U. may complete the performance of the services contracted without the need to obtain the prior authorisation of the Customer.

3.3. The completion time estimated in each offer, quotation or valuation may vary in the event that, during the performance of the services, the need arises to perform additional or different work or to use additional or different material from those initially contemplated.

3.4. Unless expressly contemplated in the Contract, the Customer is responsible for the replacement of the necessary protection and regulation elements (such as sensors, thermostats, thermocouples and/or pressure switches) to enable operation of the goods subject to the provision of the services upon completion of the tasks described in the Contract, as well as the insulation of hot spots and compliance, if applicable, with the SOLAS regulations in force at any time, or those by which they may be replaced.

4. Form of payment

4.1. With the limit established by law, the price shall be paid by the Customer on the spot (by bank transfer, in cash, bank draft, cheque certified by the bank or credit card) upon completion of the corresponding repair or intervention by the technicians of FINANZAUTO,S.A.U. unless different conditions have been agreed expressly and individually.

5. Service outside the facilities of FINANZAUTO,S.A.U.

5.1. Whenever the provision of services subject to this regulation is to be performed outside the facilities of FINANZAUTO,S.A.U., the Customer shall be obliged to:

- 1) Confirm the request for the required intervention by technical personnel, in writing.
- 2) Make available to the personnel of FINANZAUTO,S.A.U., at times within the working day, the goods that will be subjected to their intervention.
- 3) Remove any solid, liquid or gaseous waste (oils, brake fluids, hydraulic fluids, batteries), respecting applicable regulations at all times.

5.2. In the event that in the opinion of the technical service of FINANZAUTO,S.A.U. the repair or intervention requested cannot be performed in the place designated by the Customer and the latter opts to transfer the equipment to the workshops of FINANZAUTO,S.A.U., the Customer shall bear the risks of transport and the expenses arising therefrom shall be for its account.

5.3. When the service is provided on vessels, the price in no event contemplates the expenses of embarkation and disembarkation of the materials and tools necessary for the provision of the repair services and other interventions of the technical service of FINANZAUTO,S.A.U., or the time used in the movement of parts from/to the engine room, or inside it.

5.4. FINANZAUTO,S.A.U. shall be responsible for sending the replacement parts necessary for the provision of the repair services and other interventions of the technical service of FINANZAUTO,S.A.U., unless expressly agreed otherwise in writing. The Customer shall be exclusively responsible for enabling the necessary means of access for the provision by FINANZAUTO,S.A.U. of the repair services and other interventions of its technical service, as well as preparing the facilities, to enable FINANZAUTO,S.A.U. to provide said services. In particular, when the corresponding services are provided on a vessel, the Customer undertakes to prepare a clean and sufficiently ample space both in the engine room and in the space used for storage and movement of the replacement parts. The Customer is also responsible for the supply of electricity, water, gas, fuel and compressed air necessary for the provision of said services. Likewise, the Customer is responsible for informing the technicians of FINANZAUTO,S.A.U. of the specific personal hazards in the place in which the services are provided, such as gases, asbestos, toxic products, fall of objects, working at height, as well as whatsoever personal risks as may derive from the use of the tools provided by the Customer. Any possible points or elements of risk in the facilities where the services are to be provided must be duly signalled. The Customer shall provide the safety means necessary in all aspects related to the work to be performed by the technicians of FINANZAUTO,S.A.U. The technicians of FINANZAUTO,S.A.U. may interrupt the provision of the service should they consider that the continuation of the work entails any personal risk. Any possible interruptions or suspensions of the work for the reasons contemplated above shall not be considered

interruptions or suspensions caused by FINANZAUTO,S.A.U., but by the Customer. In no event shall it be deemed that the price includes the costs necessary to prepare the aforesaid means of access and facilities.

5.5. The price of the repair services, or other interventions of the technical service of FINANZAUTO,S.A.U. does not contemplate the cost of obtaining and / or using specialized and specific tools for the intervention on property owned by the Customer that have not been provided by FINANZAUTO, SA, which are not part of the ordinary tooling for the requested intervention or, even being part of the requested intervention, cannot be reasonably transported by the technical service of FINANZAUTO,S.A.U. until the point of execution of the intervention requested. The Customer is responsible for making such tools available to FINANZAUTO,S.A.U.

6. REMAN rebuilt parts or sets

6.1. The Customer consents to the assembly of REMAN rebuilt parts or sets.

6.2. In the event of use in a specific service of REMAN rebuilt parts or sets, the Customer must return the replaced parts or sets (hereinafter, the "cores"), for which it will receive a refund, provided that they are original and they are in a state compliant with OEM minimum acceptance requirements. Said refund shall be made once the faulty part or assembly delivered has passed the corresponding inspection controls at the facilities of FINANZAUTO,S.A.U. or the installations of the OEM, and the amount of the refund shall depend on the acceptance criteria published in this respect by the corresponding OEM supplier. The period for receipt of cores shall be 15 days from delivery or installation by FINANZAUTO,S.A.U. of the corresponding rebuilt part or set; after this term, FINANZAUTO,S.A.U. reserves the right to accept or reject them. The customer is liable for expenses and handling when sending the cores to FINANZAUTO,S.A.U.

7. Return of replaced accessories and parts

7.1. The parts replaced by FINANZAUTO,S.A.U. as a consequence of any intervention by its technical services in workshops of FINANZAUTO,S.A.U., shall be available to the Customer during a period of 15 days from the date of the corresponding invoice, unless the parts used in the intervention were rebuilt. If at the end of the term stated, the Customer has not claimed the replaced parts, FINANZAUTO,S.A.U. may proceed with their scrapping, destruction, recycling or disposal as applicable in each case and according to the type of waste.

8. Guarantee

8.1. The guarantee period for the replacement parts and accessories sold, when the replacement parts and accessories sold have a guarantee pursuant to the Contract, and always with the contents and exclusions of the guarantee granted by the corresponding OEM, shall be: i) 12 months in the case of new or REMAN spare parts and accessories of the Caterpillar brand, ii) 6 months for new spare parts and accessories of the MaK brand, iii) 6 months for assemblies of the corresponding Exchange Programme of FINANZAUTO,S.A.U., iv) 60 days for used spare parts and accessories v) 1 month for turbo compressors, iv) 1 month for injection systems (injectors, pumps). That of labour shall be three months from the date of completion, unless a longer term has been agreed expressly and in writing. However, the guarantee period for labour in turbochargers and injection systems shall be one month. The guarantee for spare parts and accessories of the brands or providers Sandvik, Konrad, Prinoth and NOE, as well as labour for repairs and other interventions of the technical service will be, exclusively, that stated in the Contract, if applicable, or by the corresponding manufacturer.

8.2. The parts and accessories replaced under the conditions of the guarantee shall be covered for the remaining time of the guarantee of the initial supply. The Customer acknowledges that guarantee work will be carried out during the normal working hours of FINANZAUTO,S.A.U. If, at the Customers request, work is carried out outside normal working hours, FINANZAUTO,S.A.U. will charge the difference between the standard guarantee and that applicable, according to official rates applicable at the time.

8.3. In no event shall the guarantee, when granted, be deemed to cover failures of parts or accessories not replaced in a particular intervention of the technical service of FINANZAUTO,S.A.U., or those reused, or those handled or installed by the Customer or by third parties.

8.4. The guarantee excludes any deterioration or breakage of parts and accessories that have been conserved in inappropriate conditions, or those that do not comply with the instructions of the OEM or of FINANZAUTO,S.A.U. or with that set forth in the corresponding manuals. In any case, inappropriate conditions are deemed to include, among others, saline or corrosive environments or those which in any other way may have a negative impact on the substance or form of such parts and components. Likewise, FINANZAUTO,S.A.U. declines all liability for damages that derive directly or indirectly from the breakage or failure of parts and accessories that have been conserved in inappropriate conditions or contrary to said instructions or manuals Neither will parts or accessories that have been manipulated by the Customer without prior authorisation of FINANZAUTO,S.A.U. be covered by any guarantee.

8.5. Should the Customer require intervention by the technical service of FINANZAUTO,S.A.U. during the guarantee period, whether or not such interventions are under guarantee, they must request such intervention in writing. Upon receipt of the document, FINANZAUTO,S.A.U. will perform a diagnosis, the cost of performance of which shall be for the Customer's account, unless, as a consequence thereof, application of the corresponding guarantee is applicable.

8.6. FINANZAUTO,S.A.U. shall in no event pay for the work performed by third parties, even if it is under guarantee, without having given its compliance thereto in advance.

8.7. Exclusively for the purposes of this clause, REMAN rebuilt parts and accessories shall be deemed new parts and accessories.

9. Delivery

9.1. The goods subject to intervention by the technical service of FINANZAUTO,S.A.U. in the workshops of FINANZAUTO,S.A.U. shall be delivered thereat on truck, the contracting of the transport being for the account and risk of the Customer.

9.2. Should the Customer require the goods subject to intervention by the technical service of FINANZAUTO,S.A.U. to be sent to the address or place designated by the Customer, the expenses and risks of the transport shall correspond to the Customer, FINANZAUTO,S.A.U. complying with its obligation of delivery upon handover of the goods to the transport company that will deliver them to the Customer.

10. Storage expenses

10.1. Once the Customer has been made aware that the requested intervention by the technical service of FINANZAUTO,S.A.U. has been completed, if after five working days the former has not withdrawn the goods subject to intervention from our facilities, FINANZAUTO,S.A.U. shall accrue for each repair in the concept of storage expenses amounting to €15 per day or €3 (three euros) per m² of area occupied and day, whichever is greater.

10.2. Such storage costs shall also be applicable when, the Customer having been informed of the quotation for repair, three working days elapse without the Customer accepting the quotation or withdrawing the goods subject to intervention from the facilities of FINANZAUTO,S.A.U.

11. Permits and licences

11.1. When the intervention of the technical service of FINANZAUTO,S.A.U. at the place designated by the Customer requires the request of any type of permit, licence or concession from any public or private body, the Customer shall be responsible for the obtaining thereof, and the expenses caused in this respect shall be for its account.

12. International service and services during voyage

12.1. In international services, deemed to be those not provided in Spanish territory, FINANZAUTO,S.A.U. shall invoice a minimum of 10 hours of work per day for each technician who intervenes in the corresponding work.

12.2. When the services are to be provided during a voyage, "service during voyage" being deemed to be that which is provided on any vessel that is away from port (or in the port, when the services require an overnight stay), even if it is in Spanish territorial waters or exclusive economic zone, or on any maritime platforms, FINANZAUTO,S.A.U. shall invoice a minimum of 12 hours of work per day per technician who intervenes in the corresponding work, and each hour invoiced shall be subject to a supplement of €9 above the official hourly rate. i) The real hours of work, when the technicians are on board less than six hours, ii) at least 12 hours of work per day for work in the national territory lasting longer than six hours, iii) At least 12 hours in international services while navigating or platform for each technician intervening in the corresponding work.

12.3. The Customer shall always be responsible for the travel, board and accommodation expenses of the personnel of FINANZAUTO,S.A.U. (both outbound and return) and FINANZAUTO, S.A will invoice them increased 7%, including work done under guarantee. The hours consumed by technicians intervening in the services will be considered as working hours and will consequently be invoiced. In the case of services during navigation, the Customer shall allow the technicians of FINANZAUTO,S.A.U. to use the mess hall of the vessel and will provide them with the necessary cabins for overnight stays. In no case shall personnel of FINANZAUTO,S.A.U. share cabins with persons from not belonging to FINANZAUTO,S.A.U.

12.4. Customers are responsible, at their expense, for sending, administrative handling and customs clearance (in customs at the destination) and logistics of the materials, replacement parts and tools to the facilities at which the corresponding technical service shall be provided. If these administrative procedures are handled by FINANZAUTO, S.A.U., they will be invoiced with a 7% surcharge.

12.5. FINANZAUTO,S.A.U. is not obliged to provide technical service, including in the event of a service deriving from the application of a guarantee, in facilities located in regions for which the Spanish Ministry of Foreign Affairs has published safety recommendations. In the event of services during voyage, FINANZAUTO,S.A.U. technicians shall not embark if the forecast during the voyage, according to the National Meteorological Institute or the local service, is for a sea state of heavy surge and winds of above force 4. Should the state of the sea reach these levels when sailing has already commenced, technicians shall not be obliged to remain in the engine room.

12.6. In services during voyage, the captain of the corresponding vessel shall include the names of the technicians of FINANZAUTO,S.A.U. in the list of persons embarked.

12.7. For security reasons, FINANZAUTO,S.A.U. technicians will in no event work alone in the engine room without the Customer personnel direct supervision. Should FINANZAUTO,S.A.U. have appointed a single technician to provide services in a specific engine room, he/she must always be accompanied by at least one crewmember.

C. CONTRACTING CONDITIONS OF FINANZAUTOS.A.U. IN THE SALE OF REPLACEMENT PARTS AND ACCESSORIES

1. Scope of application

1.1. These conditions shall be applicable to any contract of sale for replacement parts and accessories entered into by FINANZAUTO,S.A.U. with its Customers

2. Applicable prices

2.1. The price of the replacement parts and accessories shall be that contained in the official price list of FINANZAUTO,S.A.U. in force at the time of delivery of the parts to the Customer.

3. Return of replacement parts or accessories

3.1. FINANZAUTO,S.A.U. reserves the right to accept returns of replacement parts or accessories sold for causes other than defect or guarantee of the replacement part or accessory in question. If FINANZAUTO,S.A.U. accepts the return of the replacement parts or accessories that have previously been acquired from it, presentation of the corresponding delivery note or invoice shall be essential, as shall the correct condition of the packaging of the replacement parts or accessories subject to such return, which shall not have been used and shall be in a perfect state of repair. In general, the return of material supplied will not be accepted 15 days after its delivery; in any event, the returns of replacement parts or accessories shall be subject to the corresponding price reduction, charged to the Customer who makes the return, according to the type of part or accessory in question, which is identified in the delivery note, and the time that has elapsed since its delivery, according to the following table:

TYPE OF ACCESSORY OR REPLACEMENT PART (specified in the reference of each accessory or replacement part in the documents of sale or delivery)	PERCENTAGE OF REDUCTION OF THE PRICE OWING TO RETURN		
	UP TO 15 DAYS	BETWEEN 16 AND 30 DAYS	BETWEEN 31 AND 90 DAYS
1	0	5	15
2	0	15	30
3	0	5	10
4	0	10	15

4. Guarantee

4.1. The guarantee period for the replacement parts and accessories sold, when the replacement parts and accessories sold have a guarantee pursuant to the Contract, and always with the contents and exclusions of the guarantee granted by the corresponding OEM, shall be: i) 12 months in the case of new or REMAN spare parts and accessories of the Caterpillar brand, ii) 6 months for new spare parts and accessories of the MaK brand, iii) 6 months for assemblies of the corresponding Exchange Programme of FINANZAUTO,S.A.U., iv) 60 days for used spare parts and accessories v) 1 month for turbo compressors, iv) 1 month for injection systems (injectors, pumps). That of labour shall be three months from the date of completion, unless a longer term has been agreed expressly and in writing. However, the guarantee period for labour in turbochargers and injection systems shall be one month. The guarantee for spare parts and accessories of the brands or providers Sandvik, Konrad, Prinoth and NOE, as well as labour for repairs and other interventions of the technical service will be, exclusively, that stated in the Contract, if applicable, or by the corresponding manufacturer.

4.2. In the event of failure of a specific replacement part or accessory the Customer shall be supplied, at no cost, with another part or accessory in substitution for the previous one. The parts and accessories replaced under the conditions of the guarantee shall be covered for the remaining time of the guarantee of the initial supply. In the event that the parts and accessories warehouse of FINANZAUTO,S.A.U. has no stocks of the part to be replaced under guarantee, the Customer will be given a refund of the amount corresponding to the purchase price. The guarantee period for the assembly of the parts and accessories supplied shall be three months from the date of completion thereof. In any case, the liability of FINANZAUTO,S.A.U. for failure of the parts or accessories sold or for their assembly shall be limited to the guarantee period and to the price paid by the Customer to FINANZAUTO,S.A.U. for the part or accessory that fails, or for its assembly, and FINANZAUTO,S.A.U. may not be made liable for any other damage, indirect or consequential, or loss or earnings.

4.3. Exclusively for the purposes of this clause, REMAN rebuilt parts and accessories shall be deemed new parts and accessories.

5. Delivery

5.1. All the parts and accessories sold by FINANZAUTO,S.A.U. shall be delivered at the facilities of FINANZAUTO, S.A.U. Should the Customer require the material requested to be sent to the address it designates, the expenses and risks of transport shall correspond to the Customer, FINANZAUTO, S.A.U. complying with its obligation for delivery upon handover of the goods on truck at the facilities of FINANZAUTO, S.A.U., to the transport company that will deliver them to the Customer. Pursuant to Law 11/1997 and Royal Decree 782/1998, as well as complementary regulations and/or those by which the foregoing may be replaced, the final holder is responsible for delivery of the waste, package or packages used for their correct final disposal.

6. REMAN rebuilt parts or sets

6.1. In sales transactions for REMAN rebuilt parts or sets in which the Customer delivers the failed part or set, the refund for the faulty part or assembly shall be made once it has passed the corresponding inspection controls at the facilities of FINANZAUTO, S.A.U. or OEM installations, and the amount of the refund shall depend on the acceptance criteria published by the OEM supplier.

6.2. The period for reception of the failed parts or assemblies shall be 15 days from delivery of the rebuilt part or assembly, after which FINANZAUTO, S.A.U. reserves the right of acceptance or rejection.

7. Exchange Programme assemblies

7.1. When the parties agree to be subject to an Exchange Programme, FINANZAUTO, S.A.U. shall replace the Customer's failed assembly with another of the same class, either repaired or new.

7.2. The Customer will take as its own the assembly it receives from FINANZAUTO, S.A.U., for the mere fact of delivering the failed assembly to the company and paying the amount of its repair.

7.3. The Customer shall have 10 days as from the date of the delivery note of the repaired assembly, to deliver the failed assembly to FINANZAUTO, S.A.U. If after such term it has not done so, FINANZAUTO, S.A.U. shall invoice 90% of the retail price of the new set, or said price in full, depending on whether the assembly delivered was repaired or new.

7.4. Should the failed the Customers failed assembly be technically or economically impossible to repair, FINANZAUTO, S.A.U., shall invoice the Customer for the set provided, that is 90% or 100% of the retail price, pursuant to that set forth above, according to whether it is a repaired or new set Furthermore, it will make the failed assembly available to it during 10 days as from the date of its communication, after which FINANZAUTO, S.A.U. shall deem that the Customer relinquishes the failed set and, for reasons of waste management, shall proceed to dispose thereof in the manner it deems appropriate, and the Customer may not claim restitution or compensation of any kind.

D. CONTRACTING CONDITIONS FOR THE RENTAL OF EQUIPMENT WITHOUT OPERATOR

1. Deposit

1.1. In guarantee of its obligations by virtue of the Contract, the Customer shall hand to FINANZAUTO, S.A.U. prior to receipt of the goods that form the object of the Contract (hereinafter, "the Equipment") the quantity established in the Contract in the concept of DEPOSIT. The deposit shall be returned to the Customer within 8 calendar days following the last payment of the sums owed by the Customer in application of that stipulated in the Contract.

1.2. Should the deposit be applied to the responsibilities of the contract, the Customer must re-establish it in the term of two working days. Should it not do so may terminate the Contract.

2. Term of duration and rental fee

2.1. The minimum duration of the Contract shall be ONE MONTH. Once said term or, if applicable, the term of duration specified in the Contract, has elapsed, it may be extended:

Expressly by a new agreement of the parties, or

- Tacitly by the mere fact of the Equipment remaining in the possession of the Customer with the authorisation of

2.2. Unless expressly agreed otherwise between the parties, the rental includes a maximum use of 8h/day, 40h/week or 160h/month. At the end of the rental period, shall invoice the hours over and above this limit at the price established in the Contract per hour or in its absence, proportionally to the established price.

3. Delivery of the Equipment, start-up and maintenance

3.1. Unless a written protest is received by within the 24 hours subsequent to the delivery of the Equipment, the Customer accepts that the Equipment has been received in perfect state of repair, functioning, safety and exterior appearance, together with a copy of the safe working and operation manual, and it must contact to solve whatsoever doubt regarding its use, maintenance or safety, either by telephone, fax or via its web page (<http://www.finanzauto.es/es/contacto>).

3.2. The cost of replacement of the ignition key, due to causes attributable to the Customer, will be 150 euros, to be paid in cash.

3.3. The Customer is responsible for ensuring that the Equipment is always handled by a duly qualified operator, legally authorised for its operation and for the application for which the Equipment is used in each case.

3.4. shall be responsible for performing inspections and regular maintenance for the purpose of maintaining it in a correct state of repair and operation, the amount of such inspections and the repairs that must be made to the Equipment being for its account, provided that they are a consequence of normal failures deriving from its correct use by a qualified operator and that the Customer makes the Equipment available to perform the necessary maintenance.

3.5. If the Equipment fails or suffers any anomaly, it shall be obligatory to notify immediately by telephone, ratifying the notice in writing within 24 hours of the first notification. Stoppage owing to failure shall only be considered as from the time of receipt of said notification, ratified in writing; no other claim being accepted.

3.6. The Customer must inform as soon as possible, of any failures or damage suffered by the Equipment and stop its use when so indicated by FINANZAUTO, S.A.U. either so as not to worsen the failure or for safety reasons, and the Customer will be liable for any damages caused by failure to stop the rented Equipment.

3.7. Fuel, wearing parts and all lubricants, oils, grease, electrolytes and consumables needed by the Equipment for its normal functioning shall be for the account of the Customer, as will the performance of daily maintenance pursuant to the operating manual, which includes:

- a) Daily checking and maintaining fluid levels in the engine, gearbox, hydraulic system, lubrication and other parts of the Equipment, battery electrolyte levels and coolant level in the cooling system, according to OEM specifications.
- b) Weekly checking and maintaining tyre air pressure as recommended by the OEM (should it have them).
- c) Appropriate repair of any puncture or other breakage of Equipment tyres (should it have them), assuming the expense of replacing them should they be damaged by the Customer or its employees.

3.8. Likewise, the Customer shall be responsible for paying for repairs that the Equipment may need caused by damages and failures derived from incorrect use, negligence or lack of skill of the Customer, its personnel authorised to use the equipment.

4. Insurance.

4.1. The Customer will have taken out an insurance policy guaranteeing "Civil liability" covering possible damage caused by the equipment referred to in the contract to third parties as a result of a manufacturing fault, the customer is responsible for including said equipment in their civil liability policy, to cover damages caused to third parties as a result of its use, or by the rented equipment itself.

4.2. The rented vehicles must hold the corresponding Compulsory Vehicle Insurance (SOV by its Spanish acronym) that covers exclusively damages caused while driving on public roads. The Customer knows that said insurance does not cover first and/or third party damages in processes of operation, manoeuvres and placements other than those established by the legislation that regulates the insurance in the circulation of motor vehicles, and therefore whatsoever damage or imperfection during the work shall be for the Customer's account. The Customer shall be liable for its own damages, for those caused to third parties or those suffered by the Equipment

4.3. In case of total loss of the rented equipment, its value will be taken as the value stated overleaf; and lacking this, the cost of replacement with new equipment if less than 18 months old and 70% of the new value if older.

4.4. If the customer were to request it from, they may subscribe, at the price indicated overleaf under the paragraph titled "coverage for damages", coverage, at the expense of the customer, for accidental damage to the rented equipment, with the following exclusions: Misuse, negligence or lack of skill using the

equipment, theft or non-violent robbery of the unit or any of its components, vandalism, terrorism or sabotage. This coverage will have an excess of FIVE THOUSAND EUROS per accident, payable by the customer. If the customer does not wish to subscribe said damage coverage, they must supply covering damage and loss of the Equipment up to its value, as stated in the Contract. Said insurance policy must be valid for the entire rental period.

4.5. reserves the right to terminate the rental contract, even before it starts, if it believes that the insurance coverage is insufficient, or its validity period has expired without having been validly extended or replaced. In any case, it is the customers responsibility to include the equipment in their third-party policy to cover damages caused by its use.

5. Use of the Equipment

5.1. The Equipment may only be used in the place and for the application indicated in the Contract, and in any case and unless expressly authorised by ., only on territory of the Kingdom of Spain. The use in any other place or for any other application or the sending of the Equipment outside Spanish territory without the written authorisation of . shall be considered incorrect and abusive use, and shall entitle . to terminate the contract in the terms contemplated in the eighth clause and/or, at the discretion of ., to apply a surcharge of up to 400% to the rental payments received and pending receipt up to the termination and return of the Equipment to . The Equipment shall be used exclusively by the Customer, and may not be assigned or rented to third parties without the express authorisation of .

6. Transport of the Equipment

6.1. Unless expressly agreed otherwise, transport of the Equipment from the facilities of . to the point of work, its unloading in this point and subsequent loading and return to the facilities of . shall be for the account and responsibility of the Customer and must comply with current regulations. The Customer shall respond for any damage to the Equipment during transport, and the insurance during said process from start to finish shall also be for its account.

7. Ownership of the Equipment

7.1. The Customer acknowledges at all times the ownership of FINANZAUTO, S.A.U., of the Equipment. Therefore, in the event that a seizure or any other act originated by the authorities or legal or administrative bodies or even individuals, affects the ownership or possession of the Equipment that forms the object of the Contract, the Customer shall be obliged to declare its condition to such third parties and to notify FINANZAUTO, S.A.U. irrefutably, as soon as possible, of the events in question.

7.2. Should the Customer be declared legally in bankruptcy, FINANZAUTO, S.A.U. shall be deemed a creditor that claims title by virtue of that which is established in the Bankruptcy Law 22/2003, of 29 July 2003, and may exercise the action of separation of the Equipment from among the assets of the Customer and abstain from attending the Creditors Meetings that may be called, without being affected by the agreements or settlements that may be adopted.

8. Termination of the contract

8.1. FINANZAUTO, S.A.U. may terminate the contract unilaterally if the Customer ceases to pay the agreed rent, uses the Equipment for an application other than that declared or breaches any of the obligations assumed by virtue of the Contract, with no other requirement than that of express notification by FINANZAUTO, S.A.U. sent to the address stated in the Contract. Termination shall entitle FINANZAUTO, S.A.U. to detain or immobilise the Equipment remotely, to recover it immediately and to take as its own the rental payments already received. Furthermore, FINANZAUTO, S.A.U. shall be entitled to claim the rental payments pending payment until the time of termination of the contract, 50% of the rental payments remaining until the contemplated expiration of the contract as well as the withdrawal costs.

8.2. In case of early termination of the contract at the request of the Customer, FINANZAUTO, S.A.U shall be entitled to receive 50% of the amount pending until the planned termination of the contract, as well as withdrawal costs. In the event of non-payment of the amounts owed by virtue of the Contract, a monthly interest for late payment shall be accrued of 1.5%.

9. Return of the material and penalty clause

9.1. Upon expiry of the term of the contract or upon termination of the Contract, the Customer shall be obliged to return the Equipment to FINANZAUTO, S.A. in the same condition in which it received it, except for normal wear and tear owing to use, which for the tracks and tyres is established at 3% for every 200 hours of work for wheeled machines and 3,5% for every 200 hours in the case of machines on chains. Cleaning and elimination of mud will be at the expense of the Customer and charged in the final invoice as follows:

- Standard wash, included in the rate
- Medium wash € 200 + VAT
- Heavy wash € 400 + VAT

9.2. Notwithstanding the customer's obligation to return and transport the equipment to the installations of FINANZAUTO, S.A.U., FINANZAUTO, S.A.U. may choose to remove it by their own means from where the Customer has it, and the Customer must authorise FINANZAUTO, S.A.U. to enter their installations for this purpose.

9.3. Should the Customer, upon expiry or termination of the contract, refuse to return the Equipment to FINANZAUTO, S.A.U., and without prejudice to the actions that may correspond in such case to FINANZAUTO, S.A.U. for the recovery of the Equipment, the Customer shall be obliged to compensate FINANZAUTO, S.A.U. with a quantity equivalent to triple the monthly rent established, per month or fraction during which it has unduly retained the Equipment.

10. Canon for waste management

10.1. For each unit rented, a canon of 1% shall be accrued for waste management, which shall be charged to the Customer and included in the last invoice.

11. Stoppages, failures and theft

11.1. If the Equipment fails or suffers any anomaly, damage or theft, it shall be obligatory to notify immediately by telephone, ratifying the notice in writing within 24 hours. Stoppage owing to failure shall only be considered as from the time of receipt of said notification, ratified in writing; no other claim being accepted.

11.2. No claim shall be accepted for stoppages, including, inter alia, stoppages deriving from bad or adverse conditions of the land where the Equipment is working, those deriving from climatological situations, the stoppage of the work for any other reason, those deriving from force majeure or which may be the responsibility of the Customer. Should the stoppage caused by ., the rental contract shall be suspended for the duration thereof.

11.3. The loss of the Equipment owing to theft, larceny or its non-usability owing to damages caused by criminal activities, shall not suspend the validity of the Contract or produce its termination until the Customer has delivered to . a copy of the corresponding complaint to the police or legal authority of the criminal events that justify such damages or disappearance.

12. Inspection and control

12.1. The Customer shall allow , at all times and without the need for previous communication or authorisation, access to the place where the Equipment is located for its inspection, repair, control and maintenance operations. Refusal by the Customer to grant such permission shall entitle . to terminate the Contract and release it from any liability for the damages suffered by the Equipment or those that the latter may cause to persons or things, deriving from the lack of such maintenance, inspections and controls.

13. Compliance with legal regulations

13.1. The Customer will be responsible for compliance with the legal and administrative regulations for the safe use of the Equipment and for the use of the authorised fuel, being liable for whatsoever damages and sanctions as may be caused by the breach thereof.

14. Taxes

14.1. All the taxes that may accrue for the rental of the Equipment shall be for the account of the Customer, unless they must be paid by Law by FINANZAUTO, S.A.U. Pursuant to the Law. Generation of electricity shall be subject to the Tax on Electricity. FINANZAUTO, S.A.U. is not, pursuant to the Law, a producer of electricity, and therefore is not subject to such tax. The Customer shall be solely liable for the obligations relative to said tax, including its payment, provided that, pursuant to the Law, it must be considered a producer of electricity and/or in the event of self-consumption.

ACCEPTANCE OF THE TERMS AND CONDITIONS OF FINANZAUTO, S.A.U.

I declare that I have read and understood the Terms and Conditions of FINANZAUTO, S.A.U., I accept them, and declare that I have the authority to represent the Customer, undertaking to compensate FINANZAUTO, S.A.U. for any damages that may derive from the lack of truth of the foregoing declaration.

I declare that I have been free to request legal advice for the purpose of understanding the nature and effects of all the provisions of these Terms and Conditions of FINANZAUTO, S.A.U., and that I have requested such advice, or I have waived it at my will, owing to my not deeming it necessary.

I expressly acknowledge having received, prior to the signing of the contract, information on the terms and conditions of the contract; I also declare that I have examined and understood the content and scope of all the clauses of this contract and I express my agreement and acceptance of them, especially those that imply a limitation of my rights and an imposition of responsibilities.