



GENERAL TERMS & CONDITIONS OF CONTRACT

REFRIGERACIÓN DE RIVEIRA, S.L.

1. - SCOPE OF APPLICATION.- The following terms and conditions of contract will be applicable to all contracts between the company REFRIGERACIÓN DE RIVEIRA, S.L. (hereinafter referred to as "The Company") and any other party (hereinafter referred to as "client", "provider" or "subcontractor") that requests a service, unless otherwise agreed in written form by the parties.

Terms and conditions can only be modified if expressly agreed in written form by the parties. Therefore, terms or conditions (handwritten or printed) listed in orders, estimates, letters or any other document issued by the client, provider or subcontractor shall be deemed invalid. General terms and conditions listed by the client, the provider or the subcontractor that collide, contradict or diverge from the present general terms and conditions will not be applied unless previously agreed upon in written form by the Company. Even if the Company should know of these other terms and conditions and should perform contractual transactions, this shall under no circumstances be understood or perceived as a tacit acceptance of them.

Any change or modification affecting these terms and conditions by REFRIGERACION DE RIVEIRA, S.L. shall have no effect on concluded contracts. These general terms and conditions of contract are public and identical in every operation, and shall therefore be communicated to the client only once and not with each contract unless otherwise agreed in written form.



In all events, these General Terms and Conditions are at the disposal of the clients in the offices of the company in Rúa Deán Pequeno, 113, Riveira (A Coruña), as well as in the URL: <http://climafrio.gal/es/> and in the Personal Property Registry of A Coruña in the section of "Registry of General Terms and Conditions of Contract" under the title "General Terms and Conditions of Contract of REFRIGERACION DE RIVEIRA, S.L.".

2.- CONDITIONS FOR RENTAL AND PURCHASING.-

2.1- Quotation - The CLIENT has the right to a written quotation which includes the overall price, breakdown of costs and details of service.

Its validity shall not exceed 90 days from the moment it is at the disposal of the client.

The veracity of measures and data given to the company are the sole responsibility of the client to all effects.

The company shall not receive remuneration for the quotation as long as the service offered is executed by REFRIGERACION DE RIVEIRA, S.L. However, if the client should decide to desist from the quoted services, the client shall have to pay for the work hours spent on the quotation and on other expenses required in its making: trips, measurement taking, administrative tasks, or any other procedure undertaken by the company.

If the CLIENT requests the order directly and does not ask for a quotation, it shall be understood that the client chooses not to receive a quotation.

Therefore, the Company will continue forth with the solicited service when the client chooses not to receive a quotation by requesting an order directly or when the client accepts the quotation, either with a written signature or by e-mail, fax or telephone. If the service is solicited by telephone, the data sheet filled in by the company with the data of the client shall be sufficient evidence of acceptance.



When the company requests an advance payment, the service will not be provided until payment is verified.

2.2.- Time and Place of Delivery - The lead time will be that agreed upon by both parties.

Conditions on account of the client:

- Accessibility for the means of transport needed to carry out the service.
- Freedom of movement in the facilities for the personnel of REFRIGERACION DE RIVEIRA, S.L. designated to carry out the planned work and for subcontractors as necessary.
- Supply of water and electricity.
- Means for loading and unloading merchandise.
- A connexion to a drinking water supply and an evacuation point for de-freezing residue or surpluses.

The lead time shall be extended:

- When the requirements of the company have not been met.
- When the client provides the company with inaccurate data.
- When there are reasons beyond the control of the company that prevent the adherence to the delivery data, such as the breakdown of a transporting vehicle, the responsibility of the courier company, etc. (...)
- When the CLIENT changes the original service or delays the contractual obligations, especially those relating to the submission of documentation needed to advance with services or relating to the agreed payments.

2.3.-Price - All prices must be considered as net in the established currency, with no deduction of any kind, except when there is an agreement to the contrary. Prices do not include taxes, rates or other charges, unless otherwise agreed in written form, taking into account the required Incoterms and/or the conditions of delivery of merchandise, and they not influenced by fluctuations in price.



2.4.-Method of payment - All payments must be made in cash unless otherwise agreed prior written approval. Deductions, compensations or retention of payment by the CLIENT shall not be permitted. The payment shall be verified by direct debit, after the client provides the COMPANY with all the required data.

The CLIENT must comply with established payment dates even if the transport or the delivery is delayed due to occurrences beyond the reasonable control of the company.

The company can request the guarantees deemed necessary to ensure due enforcement of the contractual obligations of the CLIENT, while withholding services.

In case of an express agreement between the parties in the deferral of contractual obligations, especially in the payments, the delay in compliance shall accrue interests to the legally permitted limit.

2.5.- Late Payment Interests and Compensation for Collection Costs. The service provider shall have the right to charge the CLIENT late payment interests in accordance with the Law 15/2010 on combating late payment in commercial transactions. These interests are set with the acceptance of these terms and conditions of contract to the maximum extent permitted by applicable law. In the event of default on the part of the CLIENT all payments due and overdue shall be regarded as liquid and enforceable.

Apart from these late payment interests in the event of default on the part of the CLIENT, the service provider shall have the right to claim recovery costs as stated in Law 15/2010.



2.6.-Acceptance.-

Sales.- The proof of delivery and the settlement statement must be signed by the client or an authorised person. In the absence of such persons, the CLIENT, having accepted the present terms and conditions, shall accept the signature of another person located in the premises, who must in turn provide a name and a national identification number.

The company reserves the right to charge for the storage of goods.

Rentals.- A product subject to a contract of rental is accepted once the rental contract is signed or once the product is available.

The leaseholder shall receive the material stated in the contract of rental in perfect condition and fully functional, with handling instructions that facilitate the technical, legal and safety preventions needed for normal use. The product must be returned in the same condition it was delivered, without taking into account normal wear and tear, and with no change in condition caused by negligence on the part of the leaseholder.

The material is handled by the personnel of the leaseholder, and therefore the leaseholder is responsible for the following;

For any malfunction caused by inadequate usage and damages caused to third parties due to an accident originated by inadequate use of the material or the negligence of the manipulator, including the nature of the soil or subsoil.

- For any infringement of public domain regulations.
- For occupational hazards and lack of hygiene in the workplace.
- For ignoring the work setting, the environmental pollution standards and other applicable regulations.



The material is the property of the lessor, and it cannot be sublet nor lent to a third party without express consent from the lessor. The identity signs or brand of the lessor cannot be substituted or concealed in any way.

Rented material that is not returned because of theft or any other causes that renders it unusable shall be regarded as a sale of new material and shall be charged at market price. The leaseholder has the responsibility of making a claim with information of the material.

Once the rental period is over, the movement of the equipment and its return to the lessor's machinery park as well as the expenses incurred in the loading and unloading of the equipment or its assembly or dismantling, shall be borne by the leaseholder. Because of this, transportation shall be the sole responsibility of the leaseholder. The sitting and installation of the equipment shall be done under the sole responsibility of the leaseholder and according to current legal and administrative regulations.

The leaseholder of any material shall have to be in possession of liability insurance during the validity of the contract, and must provide proof of said insurance to the lessor.

For the use of certain types of materials, the leaseholder must have the necessary qualifications and/or training.

2.7.-Guarantee- The Company shall adhere to the guarantee provided by the manufacturer or the prevailing law regarding its manufacture and assembly. The company shall not guarantee or take responsibility for any deficiencies out of its control such as those resulting from inappropriate maintenance, any external action or normal wear from usage.

Should the client state that guaranteed technical specifications are not up to par, the guarantee shall only be valid if the company, through its department of quality control, has the opportunity to confirm that the guaranteed parameters have not been reached.



Under any circumstance, the guarantee given by the company shall only be valid if the conditions of payment agreed upon with the CLIENT have been fulfilled.

The CLIENT shall never have the right to lodge a complaint on agreed services or claim deficiencies if the period for the presentation of complaints has expired.

2.8.-Insurance- The risk and reward of the solicited service shall be the CLIENT'S once it is at the disposal of the client.

2.9 - Client Default - In the event of non-compliance or lack of adequate compliance on specific points of any of the obligations of the CLIENT or in the event of the purchaser declaring bankruptcy, liquidation, or resolution of the company, REFRIGERACION CLIMAFRIO SL shall have the right to declare the total or partial termination of the contract or the total or partial suspension of its execution.

This shall be done via a notification without need for further warning or legal intervention and the company shall not be responsible for the damages that may arise, and without prejudice to other rights for/of the company.

As soon as any of these circumstances mentioned occur, all payment claims, due or undue, financing shares or any other obligation that the Company may have with the CLIENT shall become demandable and payable immediately.

Bills of exchange or any other formal document of stipulated payments to pay for the contractual obligations agreed upon by both companies must be sent to the Company with the delivery of the invoice.

A delay in delivery is considered by both parties as a breach of contract.

2.10- Retention of Title. The COMPANY shall at all times maintain full ownership of the material supplied to the client until full payment is made.



Should the client fail to honour a contractual obligation, the company shall remove said material without need of consent.

2.11.- Compensation. The company has the right to compensate any amount of money due from the CLIENT (understanding as CLIENT all firms that form part of the company group) with an existing debt the company may have with said CLIENT.

3.- CONDITIONS OF PURCHASE

3.1.- The Provider must deliver the goods and/or products purchased in accordance with that agreed in the order or offer, as well as the applicable laws and regulations. The provider shall be able to subcontract with authorisation given by the company.

3.2.- The provider shall provide all the information required by the client in the delivery. It shall be on time, form or quantity, as well as any other information or document of any kind required in accordance with current regulations.

3.3.- The provider shall comply with the current regulations at all times, especially those regarding Labour, Social or Fiscal Security, and those relative to the Environment, Health and Security, Prevention of Occupational Hazards. The Provider shall have the obligation to certify compliance with said regulations in the form and time established by the company.

The Provider must also comply with the regulations and internal practices of the company relevant to the Order.



3.4.- The Provider guarantees the following:

Ownership of all goods or products of purchase, which shall be new, made from materials or products of the required quality; meet the security and environmental requirements, the specified quality and, if needed, fit for consumption. The Provider is solely responsible for the veracity of these requirements and of the damages caused should these requirements not be met. The company can return said items in all cases.

That goods are free and clear of all charges, liens or any other real rights, encumbrances, obstacles or conditions, and there are no restrictions on the free movement of goods, on the Provider or on the goods or products themselves.

That goods and products meet the specifications agreed on by the parties. They also meet the conditions established in the Order, and have no imperfections whatsoever, visible or concealed, as the result of handling, design, manufacture or of the materials themselves.

That all goods and/or products to be purchased or supplied have intellectual or industrial property rights or, when appropriate, the required licenses for their manufacture or sale, having the provider to pay for the expenses and costs derived from them.

That all works of reparation, alteration, reconstruction, replacement, rectification and correction of deficiencies in all goods and products purchased are the responsibility of the provider within the warranty period.

If the company observes a breach in the obligations of the provider or in the level of quality agreed, the provider must take the needed rectifying measures. Otherwise, the company can terminate the order or contract and/or contract the services of a third party, the expenses of which must be covered by the subcontractor. The company can charge the providers with additional costs, chargebacks and penalties imposed as a consequence of non-compliance by the providers.



No project, order or extension of an order will be accepted without the signed consent of the director of sales or the manager of REFRIGERACIÓN DE RIVEIRA S.L. Both the head of sales and the manager of the company cannot delegate said acceptance to any other person inside or outside of the company, unless otherwise explicitly indicated.

4.- SUBCONTRACTOR OBLIGATIONS.-

To follow, during the execution of their services, the security and health policies and procedures included in Article 10 of Royal Decree 1627/1997. They must also follow the rules of preventive measures included in Article 15 of Law 31/1995 on prevention of occupational hazards.

To comply and enforce on their personnel the rules established in their specific Safety and Health Plan. To comply with the Prevention of Occupational Hazards regulations and, especially, their obligations regarding coordination, as stated in Article 24 of Law 31/1995.

To inform their own personnel the measures that need be adopted in regards to safety and health.

To comply, where applicable, with the requirements of Annex IV of the Royal Decree 1627/1997 regarding norms for the workplace at construction sites and the workplace in the interior and exterior of buildings.

To inform their direct workers of occupational hazards in accordance to their type of work as established in Articles 18 et seq. of the Law 31/1995. Also, to provide them with the necessary protective equipment for their safety during working hours and to ensure the proper usage of said equipment. To provide and undertake collective security measures which shall have priority over individual ones, only resorting to the latter when a possible risk has not been completely eliminated (subcontractor).

To use personal protective equipment as stated in the Royal Decree 773/1997 (self-employed worker).

To authorise, through the corresponding act, workers to use vehicles, special machines and special tools (subcontractor).



To use equipment that complies with the Royal Decree 1215/1997 (self-employed worker).

To inform the Health and Safety Coordinator in written form of any modification of the Health and Safety Plan for the approval of said modification. No project unit that modifies the Health and Safety Plan shall be carried out without consent from the Health and Safety Coordinator.

To inform the Department of Occupational Safety. Of the recruitment of workers who are either under age and/or are especially sensitive to certain risks.

To have the required formation to manipulate machinery and/or specific materials.

To maintain in force at its expense an appropriate liability insurance and provide the company with proof that the insurance covers the time period of the service provision.

The company will not delegate its obligations to third parties.

The subcontractor shall adapt to the time limits established for the service, the subcontractor is responsible should the work not be completed within the time of completion. The Company is exempt from any liability in this respect.

If the company observes a breach in the obligations of the subcontractor or in the level of quality agreed, the subcontractor must take the needed rectifying measures. Otherwise, the company can terminate the order or contract and/or contract the services of a third party, the expenses of which must be covered by the subcontractor. The company can charge the subcontractor with additional costs, chargebacks and penalties imposed as a consequence of non-compliance by the subcontractor.

Must take specific environmental measures and guarantee the quality of the materials used.

In case of manufacturing faults in the material used by the subcontractor in the installation, the expenses of the assembly and disassembly must be covered by the subcontractor.



Ensure that workers under their charge fulfill their obligations regarding risk preventions in the workplace, contemplated in Article 29 or the Law 31/1995.

No project, order or extension of an order will be accepted without the signed consent of the director of sales or the manager of the company. Both the head of sales and the manager of the company cannot delegate said acceptance to any other person inside or outside of the company, unless otherwise explicitly indicated.

5.- FORCE MAJEURE. - 'Force Majeure' means the existence of any occurrence beyond the reasonable control of a Party that prevents or substantially interferes with the performance by the Party of any of its obligations hereunder, including, but not limited to, laws, regulations, decrees, orders or any kind of request from an authority (national, state, autonomous, provincial or municipal), confiscations, riots, wars, disturbances, fires, floods, earthquakes, storms, explosions, strikes, shut-downs, machine or factory breakdowns, lack of raw materials, equipment, petrol or transport for reasons outside the control of the provider.

If due to Force Majeure any of the Parties cannot fulfill any obligation of the current contract excluding payment, said obligation is exonerated from compliance as long as the Party notifies the other party and indicates the nature of the situation and when it began. The Party that claims Force Majeure must send an immediate notification after the end of the cause of Force Majeure.

The company shall not be held responsible by the CLIENT for any loss or damage derived from the non-compliance or lack of adequate compliance on specific points due to Force Majeure.

This clause is applicable to the company and its staff and the CLIENT and its staff. However, if the CLIENT is affected by an event of Force Majeure, this shall not mean he/she is relieved from his/her obligation to accept and pay for the deliveries made prior the arrival of the written notification explaining the nature of such an event to the company.



Nor can the CLIENT rely on an event of Force Majeure to delay payment of the required sums. In the event of Force Majeure, the company shall have the right to distribute in whichever way is deemed reasonable the quantity of useful products between the CLIENTS after fulfilling the company's own requirements.

Likewise, the CLIENT authorises REFRIGERACION DE RIVEIRA, S.L. to take back the goods from the installations or domains of the CLIENT, even if the material is subject to a contract of sale or subject to a contract of rental, without previous warning or authorisation from the first contractual default, considering the acceptance of these terms and conditions as an express authorisation for the aforementioned actions.

6.-NOTIFICATIONS- All notices, modifications and communications from the Company to the CLIENT shall be deemed effective for all purposes when made via ordinary mail to the address of the CLIENT, e-mail, sms, mms, fax, WhatsApp, a telephone call to the number indicated by the CLIENT or, by default, to the authorised representatives of the CLIENT.

For these purposes, the CLIENT declares that all data provided to the Company is truthful and correct, and is obliged to inform the Company of all future changes, updates and notifications regarding information for the management and maintenance of the contractual relationship between Company and CLIENT.

7.- CONFIDENCIALITY AND PROTECTION OF DATA. Pursuant to that provided in the Organic Law 15/1999 on the Protection of Personal Data (LOPD), personal data provided by the client shall be processed and stored in a database of the company for the purpose of managing the contractual relationship, the control and management of sales and collections. The company shall treat the personal data with confidentiality and use it only for the services stated above.



Additionally, all personal data shall be protected against loss or theft, as well as unauthorised access or alteration.

The Company is subject to professional confidentiality even upon termination of the contract.

The CLIENT authorises the company to retain identification records for five years after their contractual agreement.

The CLIENT has the possibility to exercise the rights of access, rectification, cancellation and opposition by writing to the Data Protection Officer.

8.- SEPARABILITY. Each of the provisions of this agreement is a separate and distinct agreement and independent of others, therefore, if any provision hereof should be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions which shall remain in full force and effect.

9.- APPLICABLE LAW. These Terms and Conditions shall be construed in accordance with the Spanish Legislation without regard to conflicts of law principles. Furthermore, the Parties hereby attorn to and agree irrevocably to submit to the exclusive jurisdiction of the Spanish legal system as regards the law applicable to the operations performed by REFRIGERACION DE RIVEIRA, S.L.

10.- JURISDICTION. Any dispute, controversy, difference or claim arising in the development of the contract shall be amicably resolved by the parties.

If a dispute cannot be resolved amicably, the parties shall resign from any other jurisdiction and submit all contract conflicts, litigations and disagreements caused by the compliance, interpretation or execution of the contract, to the Court of the Association for Commercial Arbitration (TAM), in the frame of its regulations, which are entrusted with the administration of the arbitration and the designation of the umpire or arbitral court.



The arbitral award shall be final and binding upon the parties hereto.

As regards litigation, all parties are subject to the Spanish legislation and jurisdiction though these general terms and conditions of contract.