

General Terms & Conditions of Sale

Following the specific general Terms and Conditions regarding the sales of products and services on behalf of **ADC, Ingeniería Aeroespacial y Nuevas Tecnologías S.L.U.** in this document, **ADC**, means **ADC, Ingeniería Aeroespacial y Nuevas Tecnologías S.L.U.** with VAT number: B-85886547 and registered office in Polígono Industrial Ventorro del Cano, Calle Loeches 13, 28925, Madrid. Spain.

1. Contract

- a) **ADC** makes all the estimates and accept all orders according to these General Terms and Conditions. Therefore, any other condition will be excluded in any contract between **ADC** and the entity that appears in the quote or order (the "Customer"), including the conditions that appear in any order or similar document. The written estimates that **ADC** provides represent an offer; all orders of products marketed by **ADC** ("Products") and services provided by **ADC** ("Services") made by the customer will be considered an offer by the Customer to purchase Products or Services in accordance with these General Conditions. When the Client formalizes an order, no binding contract will be created with **ADC** unless and until **ADC** has sent an acknowledgement to the Customer. **ADC** is not obliged to accept the Customer's orders. The Customer accepts that he will not be part of the Contract no marketing materials or any other information that **ADC** has provided, and neither the verbal assertions of any **ADC** employee or agent.
- b) These General Conditions and acceptance / confirmation of **ADC's** order constitute the entire agreement between the parties for the supply of the Products and / or Services (the "Contract") unless there is a written agreement between the client and **ADC** that rules the ongoing sale of Products and Services. In this case, and if there is any conflict with these General Conditions, the Conditions of the agreement will prevail.

2. Prices and Payments

- a) The price of the Products & Services will be the one that **ADC** has confirmed in their quotation and does not include VAT or any other tax or rate imposed by Law. The Customer shall bear all taxes, fees and / or other liens that correspond according to the current legislation and the pertinent jurisdiction. In addition, **ADC** may modify the price if the delivery is scheduled for a period of more than three (3) months from the date of the confirmation of the estimate.
- b) Unless the opposite of **ADC's** order confirmation, (i) **ADC** will issue an invoice of the Products at the time of shipment and for the Services before their provision (ii) all the invoices will expire and will be payable within the stipulated period in the estimate accepted by the Customer. **ADC** may issue the invoice applying the current exchange rate on the date of shipment. No payment will be considered received until **ADC** has obtained a confirmation of settlement.
- c) All amounts to be paid by the Customer pending on payment thirty (30) days after the due date may be subject to an interest according to the legal interest rate due to delay valid in the country where **ADC** is located; interests will be accrued from the first day of the due date of payment of the Product and till the date of the payment of the total amount by the Customer, and will accumulate both after and before any trial. The Customer must reimburse **ADC** for all costs and expenses (including legal costs) incurred in the collection of any late payment.
- d) The Customer will not have the right to withhold payment of any amount owed to **ADC** due to a compensation, counterclaim, reduction or other similar deduction.

3. Delivery terms

- a) In **ADC's** order confirmation, the delivery of the Products must be specified. In case the Customer demands another term of delivery (e.g. aerial), must pay the expenses of the freight, regardless the delivery method agreed. Any delivery date of the Products anticipated by **ADC** will be considered an estimate. If no specific date is specified, the delivery will take place within a reasonable time. The quantity of any shipment of Products that **ADC** registers will be considered the amount received by the Customer, unless the Customer can provide conclusive evidence that prove the opposite. **ADC** shall have the right to suspend any delivery of Products and / or provision of Services when any late payment is due.
- b) **ADC** will have the right to make partial deliveries and in any sequence. The non-compliance by **ADC** of one or more partial deliveries will not entitle the Customer to terminate the Contract relating to such deliveries and / or to claim damages. The different deliveries may be retained until the price of the Products included in the previous deliveries that are fully paid.
- c) If the Products cannot be shipped to their destination on the scheduled date due to Customers issues and / or beyond the reasonable control of **ADC** shall have the right to store the Products and the Customer shall assume any expense and risk. In this case, the warehouse receipts will replace the shipping documents in all aspects. Likewise, the Customer undertakes to reimburse **ADC** for all additional expenses within a period of fourteen (14) days from the first request.
- d) The Customer must check the Products immediately after delivery and stamp and sign the corresponding delivery documents. In addition, the Customer must notify **ADC** within five (5) working days from delivery if the Products are damaged or do not meet the contract specifications. Otherwise, it will be considered as the Products are accepted. The Customer must keep the Products intact with the original packaging, will be responsible for any risk and shall (i) keep those Products for a reasonable period of time for **ADC** or its agent to inspect or collect them or (ii) return the Products to **ADC**, if **ADC** considers it appropriate.

4. Risk & Ownership

- a) The risk of the Products will be transmitted to the customer at the delivery time, in accordance with section 3 of this document.
- b) The ownership of the Products (but not the ownership of any software) it will only be transmitted to the Customer when **ADC** has received the total amounts (in available funds) owed under the corresponding order. Until the ownership of the Product has been transferred to the Customer, the Customer, the Customer will only own the Product as a fiduciary agent and depository of **ADC**. The Customer can not destroy, deform or hide identification marks or packaging relating to the Products. If **ADC** would require it, the Customer must store the Products separately from other goods and ensure that they are clearly identified as **ADC** belongings. As soon as the Customer owns any Product with the consent of **ADC**, may sell or rent it in the normal course of its commercial activity without **ADC** assuming any liability to the person with whom the Customer deals with. Customer grant **ADC**, its agents and employees an irrevocable license by which they can access anytime, with or without vehicles, to the storehouses where the Products are or can be storage with

supervision purposes, or, when any of the circumstances mentioned in Section 9 (b) in relation to the Customer, proceed to recover the Products whose ownership has not been transmitted to the Customer.

- c) Property of packages according to Law 11/97 of April 24th, regarding packaging and packaging waste, the packaging whose use is given to the Customer and whose conservation is responsible too, cannot in any case allow their embargo, their selling, their lending or their transferring. The Customer will respond for any loss, misplacement or deterioration of packaging, as well as the damages that could be caused and derived from its use.

5. Guarantees and resources

- a) **ADC** guarantees the Customer that (i) the Products (excluding software) shall be free from defects in materials and labor costs for a period of twelve (12) months from delivery date ("Equipment Warranty") or higher in case is specified in the corresponding budget and (ii) services will be provided with reasonable care and professionalism ("Service Guarantee"). **ADC** guarantees the Customer the repair or replacement of the Products covered by the original warranty for a period of (90) days from shipment date of the Products repaired, or during the rest of the original warranty (whichever period is longer).
- b) In case **ADC** breaches any of the guarantees stipulated in the section 5 (a), the Customer must inform **ADC** within a maximum of ten (10) business days from the date on which the Customer observed the breach and, when **ADC** requests it, the Customer must return the Product to **ADC** and pay the expenses that entails. **ADC** will investigate the breach as soon as reasonably possible and will be responsible for the costs that result from it. The single and exclusive resource of the Customer and **ADC**'s entire responsibility will be for **ADC** to do everything commercially possible to: (i) if it is a breach of the Equipment Warranty, **ADC** must repair and/or replace the Product at its only discretion. If **ADC** no longer sells that Product, will have the right to replace it with products of an equivalent level and quality or (at his choice) refund the price paid for that Product; and (ii) in case of breach of the Service Guarantee, **ADC**, as its sole discretion, may provide once again the Services within a reasonable period or reimburse the price paid by the Client for the Services in question.
- c) Despite the guarantee mentioned in the Section 5 (a), **ADC** won't have any responsibility regarding any defect that may arise for the (i) alteration, misuse, intentional damage, abnormal work condition, breach of **ADC**'s instructions (either oral or writing) or negligence; (ii) accidental damage or any other damage that does not correspond to a normal wastage; (iii) repairs performed on the Product by anyone not belonging to **ADC** or its authorized subcontractors; (iv) any software (other than the software supplied by **ADC**) downloaded in the Product, or (vi) in case the conditions of the Customer's facilities do not adapt to the specifications of the Products.
- d) As far as the applicable legislation allows it, the established guarantees in Section 5 exclude or replace all other guarantees and conditions, whether they are express, implied or legal, included, a merely illustrative title, any quality of guarantee, suitability for a particular purpose, lack of infractions, design or any Products, Services or Contract adaptation.

6. Intellectual Property Rights

- a) The Customer recognizes **ADC** as the owner (or proprietor) of all the patents, registered designs, copyright and other similar rights, regardless they can be registered or not in other countries ("Intellectual Property Rights"), that refer to Products and designs, drawings, tools, equipment and other materials that **ADC** provides to the Customer. Any Intellectual Property Right that arises or it's created with (i) improvement and modifications of the Products, (ii) any derivate created from the products, and (iii) the provision of the Services will be owned by **ADC**, and the Customer won't have any right on them although information, results of studies, designs u other contributions will be provided by the Customer.

7. Confidentiality

- a) "Confidential Information" means that all the information relative to all or part of the commercial activity, the financial activities, Product development plans concepts, pricing policy, the Customers, marketing plans and any other information provided by or on behalf of one part that should be reasonably treated as confidential and / or exclusively owned.
- b) The parties agree in which the Confidential Information received or revealed is used only for the purposes of the Contract, and, in no time, during or after completion, expiration or termination of the Contract, no party shall disclose such Confidential information, either directly or indirectly, to any third party, except (i) for the written previous consent of the revealing part: (ii) that is necessary to comply with any law, legal procedure or current professional standards; (iii) to its auditors, legal advisors and other professional advisors and (iv) in order to enforce the rights under this Contract.

8. Exclusion and limitation of liability

- a) Without prejudice to any provision that indicates the opposite at the present Contract, none of the parts excludes or limits the liability in case of death or personal injury caused by the negligence of the party, nor the responsibility of falsehood or other similar responsibility that cannot exclude or limit by an agreement according to the applicable registration.
- b) UNDER THE PRVIOUS SECTION 8 (a), NONE OF THE PARTIES ARE RESPONSIBLE TO THE OTHER, EITHER THROUGH LEGAL MEANS OR NON-CONTRACTUAL, BY LAW OR ANY OTHER WAY, OF ANY AMOUNT CONCERNING LOSS OF PROFITS, LOSS OF INCOME, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR ANY TYPE OF INDIRECT LOSS RELATED TO ANY CLAIM DERIVED FROM THE CONTRACT OR RELATIVE TO THE PRODUCTS AND / OR SERVICES, BOTH IF THE POSSIBILITY OF SUCH LOSS HAS BEEN CONTEMPLATED AS IF NOT
- c) UNDER THE PREVIOUS SECTIONS 8 (a) y 8 (b), **ADC**'S RESPONSIBILITY TO THE CUSTOMER, IN ACCORDANCE WITH THE CONTRACT OR RELATED WITH ANY ACT OR OMISSION OF **ADC**, IT WILL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO **ADC** FOR THE PRODUCTS AND / OR SERVICES OF THE CORRESPONDING ORDER.

9. Dissolution

- a) Without prejudice to any other applicable law, any of the parties may give written notice to the other of the dissolution to the contract with immediate effect (or subsequent) if the other party commits a serious breach of any of the conditions of the Contract and (if this breach were rectifiable) it is not corrected within thirty (30) days from the notification of non-compliance.
- b) If at any time any of the parties is declared insolvent or become the subject of a liquidation order (of any type) or administrative order, or together with its creditors, subscribes a voluntary liquidation, the other party will have the right to terminate the Contract immediately by means of a written notification.

- c) The rights and obligations of each of the parties will be canceled immediately as soon as the contract is terminated, but the termination will not affect the rights and obligations accrued on the date of termination. After the contract termination, each party shall immediately forward to the other all the Confidential Information disclosed under the Contract and any other documentation, material and data provided by the other party.

10. Act of God

- a) **ADC** and the Customer will not be required to perform their obligations in any period during which neither they nor their subcontractors can perform any obligation or service, total or partially, for reasons beyond their reasonable control (including, in a merely expository manner, natural disasters, strikes, lockouts, riots, acts of war, epidemics, failures in communication lines and power cuts).

a) 11. General Regulations

- b) The Contract establish the complete agreement between the parties on the subject matter of the Contract and replace all the agreements, commitments, deals and previous arrangements and trade agreements between the parties on the subject matter of the Contract. In case of conflict between these general conditions and **ADC** order confirmation, will prevail the order confirmation. No variation of the contract will be effective unless such variation is notified in means of a written notification and is signed by an **ADC** representative authorized by **ADC** in the presence of the Customer.

- c) If any provision of the contract is considered totally or partially null or inapplicable, the unaffected provisions of the Contract will continue in force and the parties should do everything possible, as far as permitted by law, to negotiate in good faith the provision considered null and not applicable to serve the same purposes. The waiver of any of the parties to any omission or breach of the contract will not constitute a waiver to any other omission or subsequent breach.

- d) Every notification relative to the Contract must be transmitted in means of a written notification and send to the parties indicating the addresses listed in the order confirmation, and they will be considered as received when delivery is confirmed for any accredited service.

- e) The Customer may not assign or transfer the rights and / or obligations contained in this agreement without the prior written consent of **ADC**.

- f) **ADC** is and will be throughout the term of the Contract an independent contractor and not an employee, partner or agent of the Customer. None of the provisions of the Contract can be interpreted as an Agreement to create an association between the parties or authorize any of the parties to act as an agent of the other.

- g) As established in Law 15/1999 of Personal Data Protection, Customer's data will be incorporated in a file that **ADC** is responsible for in order to meet legal obligations and/or commitments derived from the professional relationship maintained with the Customer. The Customer can practice the right of access, cancellation, rectification and opposition using the email address, info@ADC-instrumentacion.com or written notice to the address Polígono Industrial Ventorro del Cano, Calle Loeches 13, 28925, Madrid. España.

- h) The present Contract is supervised and in case of dispute will be litigated by the Court of Alcorcón.

- i) If the Customer is a company registered in a member of the European Economic Area, the parties hereby submit to the exclusive jurisdiction of the Court of Alcorcón.