

GENERAL TERMS AND CONDITIONS OF SALE

CARGOFLET BLASANT, S.L.

Applicable exclusively to transactions between business entities or professionals

Company	CARGOFLET BLASANT, S.L.
Tax ID / VAT No.	B60267291
Registered and Tax Address	Calle Mare de Déu de Núria, 4, Polígono Industrial Salas, 08830 Sant Boi de Llobregat, Barcelona, Spain
Head Office and Operating Warehouse	Paseo del Ferrocarril, 367, 08860 Castelldefels, Barcelona, Spain
Business Activity	Manufacture and commercialisation of lifting and lashing products and accessories, as well as sale of lashing materials.
Website	https://cfblasant.com

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

CARGOFLET BLASANT, S.L.

1. Scope of Application and Acceptance

1.1 These General Terms and Conditions of Sale (hereinafter, the "GTC") govern all sales and supplies of products, machinery, lifting tackle and equipment carried out by CARGOFLET BLASANT, S.L. (hereinafter, "CFB" or the "Seller"), acting as manufacturer or distributor, to any natural or legal person acquiring such products (hereinafter, the "Customer"), provided that such Customer acts as a professional or business entity within the scope of its economic activity.

1.2 These GTC shall not apply to relationships with consumers or users within the meaning of the Spanish Consolidated Text of the General Law for the Defence of Consumers and Users (Royal Legislative Decree 1/2007). The Customer expressly declares that it acquires the products in its capacity as a business entity or professional and that such products are incorporated into its economic activity.

1.3 The placing of an order with the Seller entails full and unconditional acceptance of these GTC, which shall prevail over any general purchasing terms and conditions or clauses of the Customer, unless expressly, exceptionally and in writing accepted by CFB.

1.4 These GTC are permanently available to the Customer in Spanish on the company's official website (<https://cfblasant.com>) and are expressly incorporated, delivered or referenced in all commercial offers, quotations and order confirmations issued by the Seller.

2. Orders

2.1 Orders must be placed in writing, by email or by any other telematic means that provides reliable evidence of receipt, specifying the exact catalogue references, quantities, full invoicing details and the precise delivery address for the goods. Where applicable, the order shall imply express acceptance of the quotation or commercial offer previously issued by CFB.

2.2 Only those orders that have been expressly accepted and confirmed by the Seller by means of a written order confirmation or acknowledgement of receipt setting out the final terms of the supply shall be binding upon CFB.

2.3 CFB shall be fully released from any liability for delays, incidents or dispatch errors arising from the lack, ambiguity or inaccuracy of the details provided by the Customer in its request, including references, codes, quantities, invoicing details or delivery addresses. Telephone orders shall not be processed or have any legal validity unless subsequently confirmed in writing by the Customer.

2.4 The first commercial transaction carried out with a new Customer shall mandatorily be performed under the 100% advance payment method. CFB also reserves the right to suspend or unilaterally reject new orders or deliveries in progress if the Customer has overdue and unpaid balances, previous collection incidents or returns of material not authorised in writing.

2.5 A minimum amount of EUR 50 shall apply to each order (VAT and transport costs not included). For any supply request below such threshold, a fixed surcharge of EUR 6 shall apply as minimum administrative and logistics handling costs.

3. Prices

3.1 The sale prices issued by CFB are net prices and do not include Value Added Tax (VAT), or any other applicable tax, tariff, duty, customs charge or levy. Any tax arising from the transaction shall be mandatorily charged on the invoice to the Customer in accordance with the tax legislation in force at the time of accrual.

3.2 Unless expressly stated otherwise in writing in the commercial offer, the quoted prices shall always be understood for goods located and made available at the Seller's logistics premises in Castelldefels, Barcelona, under Incoterms® 2020 EXW - Ex Works. Costs relating to specific protective packaging, transport of the goods, transit insurance, customs duties and loading or unloading operations shall be borne exclusively by the Customer, at the Customer's sole cost and risk.

3.3 CFB reserves the right to unilaterally amend its price lists and tariffs without the need to issue any communication or prior notice. The final prices applicable to each commercial transaction shall be strictly those stated and validated by the Seller in the corresponding acknowledgement of receipt or written order confirmation.

3.4 The general validity period of any commercial offer or quotation issued by CFB shall be 15 calendar days from the exact date of issue, unless a different expiry period is expressly stipulated in the offer document itself. Prices, special conditions or discounts granted shall automatically cease to have effect once such validity period has elapsed.

4. Payment Terms

4.1 The specific payment terms applicable to each commercial transaction shall be strictly those detailed in the offer or in the order confirmation issued by the Seller. Unless expressly agreed otherwise in writing, payment shall be made by net bank transfer, free of charges for the Seller and without any right of deduction, discount, withholding or set-off of any kind, into the bank account expressly designated by CFB.

4.2 In accordance with clause 2.4 of these GTC, first commercial transactions with new Customers shall mandatorily require 100% advance payment, and the funds must be available in CFB's account before commencement of manufacturing or logistics preparation of the order.

4.3 As a general rule, no early-payment discount shall be recognised unless expressly authorised by CFB in writing in the commercial offer or invoice. In those exceptional cases where a two percent (2%) early-payment discount is agreed, its application shall be strictly conditional upon full and effective payment of the invoice being made within the seven (7) calendar days immediately following the date of issue thereof.

4.4 Non-payment or late payment of amounts due at maturity shall automatically and by operation of law, without the need for any prior demand, notice or reminder from the Seller, accrue the maximum late-payment interest established by Spanish Law 3/2004 of 29 December on measures to combat late payment in commercial transactions, or any Spanish legislation replacing it.

4.5 As a direct consequence of non-payment at maturity, the Customer shall be required to pay CFB, by way of compensation, in addition to default interest, a fixed amount of forty euros (EUR 40) per overdue and unpaid invoice, as well as all duly evidenced collection costs, expenses and disbursements incurred by the Seller as a result of collection, including, without limitation, bank charges for returned bills, burofaxes, lawyers' fees, court representatives' fees, collection agency fees and court fees, in accordance with Article 8 of the aforementioned Law 3/2004.

4.6 Late payment or non-payment of any invoice or instalment at maturity shall entitle CFB, at its discretion and without prejudice to any other legal action available to it, to exercise cumulatively or alternatively the following rights:

- Declare early maturity and immediate enforceability of all outstanding balances and debts owed by the Customer, even if they relate to orders or invoices with later due dates.
- Immediately suspend the performance of any manufacturing, preparation, supply or technical service in progress, and retain any goods pending delivery.
- Make any subsequent delivery conditional upon the provision of sufficient bank payment guarantees or upon the requirement of cash or advance payment.
- Terminate the contract due to breach attributable to the buyer, retaining the amounts received to date and seeking the corresponding compensation for damages.

4.7 Under no circumstances shall the filing of technical, commercial or logistics claims by the Customer, including disputes regarding defects, quality or delivery deadlines, entitle the Customer to suspend, stop, withhold, deduct from or set off payments due or invoices owed to CFB.

5. Delivery Period and Delivery Terms

5.1 Delivery periods communicated by CFB shall always be deemed estimated periods, calculated in business days from Monday to Friday and excluding official public holidays applicable in the locality of CFB's dispatch centre, and shall be purely indicative, unless, exceptionally, a date is expressly agreed and confirmed in writing as an essential term in the order confirmation. Such period shall start to run from the date of order confirmation by the Seller or, if later, from the exact date on which the required advance payment is received in account or all essential technical specifications to be provided by the Customer are received.

5.2 CFB shall be entitled to make partial deliveries of the products comprising an order and to invoice them separately, unless the Customer has expressly prohibited this option in writing and this is stated in the order confirmation issued by the Seller.

5.3 CFB shall not incur any liability or be liable for delays, losses or failures in delivery caused by circumstances beyond its reasonable control or constituting force majeure. In particular, the Customer acknowledges that CFB has no control over manufacturing, availability or dispatch times provided by the international manufacturers that CFB distributes or represents. This exclusion includes, without limitation: production delays or stock shortages of such manufacturers, delays or omissions

by transport agencies, shortages of raw materials or lifting components, general or sectoral strikes, lockouts, labour disputes, serious mechanical breakdowns, natural disasters, health crises or pandemics, governmental restrictions and any other cause not attributable to CFB's direct negligence.

5.4 Delay in delivery of the goods, even in those exceptional cases in which it may be civilly attributable to CFB, shall under no circumstances entitle the Customer to terminate or rescind the contract, suspend or delay its payment obligations, or claim compensation for loss of profit, consequential loss, loss of production or operation or any other indirect or consequential damages.

5.5 If the Customer refuses, declines to receive or fails to collect the goods on the agreed date or within five (5) business days following notification that they have been made available at the Castelldefels warehouse, CFB shall be fully entitled to issue the corresponding invoice and demand immediate payment in full as if physical delivery had already taken place. CFB shall also store the products for the exclusive account, charge and risk of the Customer, who shall be required to pay CFB a minimum storage and custody charge equivalent to one percent (1%) of the net order value for each week of delay, without prejudice to the Seller's right to terminate the contract due to breach.

6. Packaging, Freight and Transport

6.1 Transport and freight costs shall be duly itemised on the invoice issued to the Customer, except where delivery is made using CFB's own vehicles and logistics resources, where a special written agreement to the contrary exists, or where the material is physically collected at the Seller's premises by a transport agency contracted and paid for exclusively by the Customer.

6.2 In accordance with clause 3.2 of these GTC, all supplies shall be understood to be made under Incoterms® 2020 EXW (Ex Works) at CFB's logistics warehouse in Castelldefels, Barcelona, including only standard factory and commercial dispatch packaging. If the characteristics of the machinery or the transit destination require reinforced, sea-worthy or special lashing preparation packaging, the Customer must expressly request it in writing and shall fully bear the resulting additional cost of materials, consumables and associated labour, which shall be invoiced separately.

6.3 Under agreed EXW or FCA terms, the risk of loss, deterioration, theft or damage to the goods shall be irrevocably transferred to the Customer at the exact moment the products are made available at CFB's warehouse, before loading begins if loading contractually corresponds to the buyer's carrier. The coverage and civil liability limits of transport insurance shall be governed strictly by Spanish Law 15/2009 of 11 November on contracts for the carriage of goods by road, for domestic transit, and by the CMR Convention, for international carriage by road. Any supplementary coverage or ad valorem policy to insure the full value of high-tonnage equipment must be contracted and paid for directly by the Customer.

6.4 With regard to the environmental management of commercial or industrial packaging and packaging waste associated with the supplied products, the Customer shall be exclusively responsible for the proper management, recovery and disposal thereof, in strict compliance with Spanish Law 7/2022 of 8 April on waste and contaminated soils for a circular economy, and Royal Decree 1055/2022 of 5 December on packaging and packaging waste. The Customer assumes the status of final holder of such sector-specific waste, holding CFB harmless from any contingency in this regard.

7. Receipt, Inspection and Claims

7.1 The Customer assumes the obligation to carefully examine and verify the goods immediately upon physical receipt. Any damage, loss, breakage, impairment or apparent defect in quality, quantity, weight or packaging due to transport must mandatorily be recorded in detail on the carrier's delivery note and/or consignment note at the time of unloading. In addition, the Customer must notify such incident in writing to CFB (attaching graphic evidence: photographs, videos, etc.) within a maximum, non-extendable period of twenty-four (24) hours from receipt of the products.

7.2 Internal or non-apparent defects that could not be detected during the initial examination of the products must be notified in writing to CFB within a maximum period of seven (7) calendar days from delivery of the goods, specifying the nature of the defect and providing the traceability of the corresponding batch. Once this statutory period has elapsed, the Customer's right to bring any claim on this ground against the Seller shall lapse.

7.3 Upon expiry of the periods established in clauses 7.1 and 7.2 above without the Customer having submitted a reliable written claim, the goods and the corresponding supply shall be deemed tacitly accepted for all legal and commercial purposes, and the Customer shall lose any right to claim, return the goods or seek a price reduction.

7.4 In order for a claim to be admitted for processing by CFB's technical department, it must be mandatorily accompanied by the following supporting documentation: delivery note number or order reference, copy of the sales invoice, copy of the transport delivery note signed with reservations if applicable, clear and detailed photographs/video of the affected batch or product, and a technical report containing a precise description of the anomalies detected.

8. Returns

8.1 No return of material shall be accepted unless it has been previously, expressly and in writing authorised by CFB's commercial department. Under no circumstances shall return proposals be processed or accepted once fifteen (15) calendar days have elapsed from the date of delivery of the material, regardless of the invoice issue date. If the return is exceptionally accepted, CFB may charge a fee of fifteen percent (15%) of the net value of the product for commercial depreciation and reconditioning costs for subsequent resale. All return freight shall also be borne by the Customer, and such cost shall be additionally invoiced and passed on if the material was initially sent freight prepaid by CFB.

8.2 Any possibility of return is expressly prohibited and excluded in the following cases:

- Materials, lifting tackle, equipment or machinery that have already been assembled, handled, installed, connected or used on site or in a plant.
- Webbing, fibre slings, steel wire ropes, lashing equipment or any other product manufactured, assembled, braided or cut to size, or according to the Customer's specific technical specifications.
- Products that have been modified, repaired or altered by the Customer or by third parties not authorised in writing by the Seller.

In these specific cases, replacement or credit of the material shall only be carried out if there is a manufacturing or dispatch error directly attributable to CFB, which must have been previously validated and agreed in writing by its technical management.

8.3 Under no circumstances shall any delivery or return of goods sent carriage forward or cash on delivery be accepted. Any material whose return has been formally authorised by CFB must mandatorily be shipped freight prepaid by the Customer, addressed exclusively to CFB's central facilities and operating warehouse located at Paseo del Ferrocarril, 367, 08860 Castelldefels, Barcelona.

8.4 Physical receipt of the returned goods at the warehouse shall not imply acceptance of the credit. CFB's technical staff shall inspect the returned products; any deterioration, lack of original packaging, absence of technical manuals, signs of use or damage to components shall be economically assessed and deducted in full from the net amount of the final credit to be issued to the Customer.

9. Warranty

9.1 CFB warrants that products manufactured by it are free from latent defects in materials and workmanship for a non-extendable period of twelve (12) months from the date of physical delivery or making available. Where the subject matter of the supply consists of products, equipment or machinery not directly manufactured by CFB, the applicable technical warranty shall be solely, strictly and exclusively the warranty that the original manufacturer or international operator extends to CFB in its capacity as official distributor, which CFB passes on to the Customer under the same terms, conditions, limits and validity periods, with CFB being released from any additional coverage.

9.2 The following defects, breakdowns, breakages or damage shall be fully excluded from any warranty coverage where they arise directly or indirectly from:

- Incorrect, improper, negligent or abusive use, or use not in accordance with the technical manual, load specifications or product safety data sheets.
- Exposure to mechanical overloads, excessive stresses, impacts, blows, falls, corporate accidents or accidental events.
- Inadequate or corrosive storage, outdoor exposure, chemical exposure, transport, stowage or preservation conditions by the Customer or third parties.
- Modifications, alterations, welding, handling, repairs or technical interventions not expressly authorised in writing by the original manufacturer or by CFB's technical management.
- Natural wear due to ordinary use, abrasion, material fatigue or erosion of components, such as textile sling fibres, braidings or moving traction elements.
- Failure to carry out mandatory reviews, periodic inspections or technical maintenance tasks required by the applicable safety regulations.
- Installation or coupling of spare parts, accessories or components that are not factory originals.

9.3 CFB shall under no circumstances be liable for the consequences arising from defective, careless or improper use, handling, anchoring or assembly of its products, lifting tackle or machinery, and shall be fully released from any civil liability for material damage, damage to third-party property, business interruptions, occupational accidents or direct or indirect personal injury arising from such incorrect handling on site or in a plant.

9.4 In the event of a proven technical defect that is fully covered by the warranty and has been formally notified within the time and manner stipulated in clause 7 of these GTC, CFB shall, at its discretion and sole choice, proceed to perform one of the following options:

- Repair the defective product at its central workshops.
- Replace the equipment with new equipment of identical or similar technical characteristics.
- Issue a credit note or refund for the net amount of the sale price invoiced for such product.

The exercise of any of these options shall constitute the maximum limit of liability and the sole technical remedy available to the Customer, without the Customer being entitled to claim any additional compensation.

10. Limitation of Liability

10.1 To the maximum extent permitted by mandatory applicable law, CFB shall assume no liability whatsoever towards the Customer or third parties for indirect, incidental, punitive or consequential damages. This express exclusion includes, without limitation: loss of production or operation, loss of profit, loss of income or business opportunity, damage to reputation or corporate image, costs arising from stoppages of activity or delays on site, costs of dismantling, removal or reinstallation of products, as well as damage caused to other equipment, machinery, structures, vessels or buildings of the Customer or of third parties.

10.2 CFB's total, maximum and aggregate civil liability for any claim arising from the performance, delay or breach of its supply obligations, whether based on contractual liability, non-contractual liability, negligence or warranty performance, shall be strictly limited, in the aggregate, to a maximum amount equivalent to the net price actually received by CFB for the specific supply or commercial transaction giving rise to the claim. The parties expressly acknowledge that this overall limit constitutes an essential element of the economic balance of the contract and a decisive factor in the setting of product prices.

10.3 The limitations and exclusions of liability stipulated in clauses 10.1 and 10.2 above shall not apply only in those cases where civil liability cannot be legally limited or excluded under mandatory applicable law, such as acts arising from wilful misconduct or gross negligence directly attributable to CFB's management, personal injury, bodily injury or death, or cases of liability for defective products towards natural persons who are injured and have the legal status of consumers.

10.4 CFB declares that it has and maintains in full force an insurance policy covering general, employer's and product civil liability, with a coverage limit of up to one million five hundred thousand euros (EUR 1,500,000) per claim, the certificate of which may be evidenced upon express request by the Customer after written validation of a firm order.

11. Retention of Title

11.1 Full ownership of all products, machinery, lifting tackle and equipment supplied shall remain exclusively with CFB and shall not pass to the buyer until full, effective and final payment has been made of the invoiced price, accrued default interest, taxes and any other ancillary expenses arising from the commercial transaction. Until such transfer of title occurs, the Customer shall hold the goods exclusively as legal depositary and shall be required to keep them in perfect working condition, individually and clearly identified and identifiable at its premises as the exclusive property of CFB.

11.2 The Customer undertakes to notify CFB immediately and in writing, within twenty-four (24) hours, of any attachment, seizure, preventive annotation, enforcement of third-party security interests or declaration of insolvency proceedings that may affect the products subject to this retention of title. In such circumstances, the Customer shall be required to formally state before the judicial or administrative authority or insolvency administrators CFB's undisputed ownership of such goods. The existence of a retention of title shall under no circumstances entitle the Customer to unilaterally cancel the order, suspend payments or delay invoice due dates.

11.3 The Customer expressly and in advance authorises CFB to seek registration of this retention of title in the relevant Movable Assets Registry, and the Customer shall be required to sign any public or private documents necessary for its effectiveness, as well as to bear all registration and notarial costs arising therefrom. In the event of non-payment at maturity of any invoice, CFB shall be fully entitled, within legally permitted limits, to demand immediate return of the unpaid goods and seek physical recovery thereof, such action being deemed a consequence of contractual termination for breach attributable to the buyer.

12. Order Cancellation. Tailor-made or Special Products

12.1 Any request for cancellation, withdrawal or substantial modification of an already confirmed order must be mandatorily notified in writing by the Customer and shall require the prior, express and written acceptance of CFB's commercial management. No unilateral cancellation shall have legal validity.

12.2 In the case of special products, products manufactured to order, structurally modified or cut according to the specific technical specifications provided by the Customer, such as made-to-measure slings, steel wire ropes, load beams, lifting tackle or special accessories, CFB shall be fully entitled to invoice the Customer for all direct and indirect costs incurred up to the exact date of receipt of the written cancellation. Such amount shall include raw materials or components firmly acquired from international suppliers, engineering and workshop labour hours accrued, technical subcontracting costs and a surcharge of ten percent (10%) for management costs and loss of profit due to blocked production capacity.

12.3 Before commencing the design or manufacture of any special, high-value or made-to-measure product, the Customer shall be required to provide a mandatory provision of funds equivalent to forty percent (40%) of the total gross order amount, which must be paid by bank transfer when placing the request, unless exceptionally agreed otherwise in writing. CFB shall not commence any material procurement, cutting or manufacturing process until such provision is effectively available in its bank account.

13. Industrial and Intellectual Property. Confidentiality

13.1 The establishment of the commercial relationship or the supply of products shall under no circumstances imply the assignment, transfer or granting of any licence over industrial or intellectual property rights owned by CFB, or over those belonging to the international manufacturers whose products CFB represents or distributes. The Customer is strictly prohibited from reproducing, copying, imitating, modifying, registering in its own name or transferring to third parties any trademarks, logos, trade names, patents, utility models, operating manuals, safety data sheets, engineering drawings, designs or technical diagrams of lifting equipment provided by the Seller, unless CFB has given its prior, express and written authorisation.

13.2 The Customer assumes a strict obligation to treat as absolutely confidential all technical, engineering, commercial, strategic and financial information supplied to it by CFB in connection with offers, quotations or contracts, including price lists, customised offers, commercial discounts, margins, special payment terms or tailor-made design solutions. The Customer undertakes not to disclose, disseminate or make such information available to third parties without CFB's prior written consent. This confidentiality and trade secret obligation shall remain fully in force and enforceable during the performance of the contract and for an additional period of five (5) years from the exact date of termination of the commercial relationship between the parties.

14. Force Majeure

14.1 Neither party shall be liable for non-performance, defective performance or delay in the performance of its contractual obligations due to force majeure or unforeseeable circumstances. By way of example and without limitation, force majeure events shall include: natural disasters, fires, floods, earthquakes, health crises or pandemics, armed conflicts, declared or undeclared wars, mobilisations, terrorist attacks, sabotage, generalised cyberattacks affecting operating infrastructure, general strikes, lockouts or third-party labour disputes, systemic energy or telecommunications failures, global shortages or lack of supply of raw materials or lifting components, interruptions or blockages on international transport routes, embargoes and international sanctions, border closures and decisions, restrictions or resolutions of public authorities or supervening regulations.

14.2 Compliance with the agreed contractual deadlines shall be automatically extended and suspended for a period strictly equivalent to the duration of the cause giving rise to the force majeure. The affected party shall be required to notify the other party in writing of the occurrence of the disruptive event within three (3) business days following its becoming aware thereof, providing a reasonable estimate of its impact.

14.3 If the force majeure or unforeseeable circumstance continues uninterrupted for a period exceeding three (3) months from the date of its initial notification, either party shall be fully entitled to terminate the corresponding contract unilaterally. Such termination shall be notified reliably and in writing to the other party and shall not give rise to any compensation, penalty or claim for damages in favour of either party, without prejudice to the Customer's obligation to pay CFB for the part of the works and goods actually delivered, manufactured or made available up to that date.

15. Personal Data Protection

15.1 Each party shall process the personal data of the legal representatives, employees, operators and contact persons of the other party, such as name, surname, identity document, position and professional contact details, in its capacity as Independent Data Controller. The sole purpose of such processing shall be the maintenance, development, control and management of the established commercial and contractual relationship, with the legal basis being the strict necessity for the performance of the contractual relationship itself, as well as the legitimate interest of the parties in optimally organising and coordinating their business activity, pursuant to Articles 6.1(b) and 6.1(f) of the General Data Protection Regulation (GDPR).

15.2 The personal data processed shall be securely retained throughout the term of the commercial relationship and, after its termination, shall remain blocked for the statutory limitation periods applicable to the corresponding tax, commercial and civil liability obligations. Data subjects may at any time exercise their rights of access, rectification, erasure, objection, restriction of processing and data portability by written communication addressed to the registered office of the Controller or, preferably and by electronic means, via the specific email address info@cfblasant.com, and shall also have the right to lodge a formal complaint with the Spanish Data Protection Agency (www.aepd.es).

15.3 Detailed information on data processing and the company's privacy terms is permanently available in CARGOFLET BLASANT's Legal Notice (cfblasant.com) and in its corresponding Privacy Policy (cfblasant.com), the updated texts of which the Customer expressly declares that it is aware of and accepts.

16. Regulatory Compliance. Sanctions and Export Control

16.1 Both parties formally undertake to comply with all national and international legislation and regulations applicable to them. This includes, without limitation, rules relating to the prevention of money laundering and terrorist financing, anti-corruption practices, competition law, export control regulations and the sectoral regime of sanctions or embargoes issued by the European Union, the United Nations (UN), the United States of America (OFAC), the United Kingdom and any other jurisdiction applicable to the movement of the goods.

16.2 The Customer warrants and declares, under its sole responsibility, that neither it, nor its directors, nor the final recipient of the goods are included on any international sanctions lists. It also irrevocably undertakes not to allocate, divert, re-export or market the products supplied by CFB, directly or indirectly, to persons, entities, countries or territories subject to international embargoes, or to uses expressly prohibited by dual-use or export control legislation. CFB shall be fully entitled to immediately suspend or unilaterally terminate any order or supply whose performance depends on the granting of an administrative authorisation or licence that has been denied, revoked or not obtained in due time and form, without this giving rise to any right to compensation in favour of the Customer.

17. Assignment and Subcontracting

17.1 The Customer may not assign, transfer, delegate or subrogate to any third party the rights and obligations arising from the contract or order without first obtaining the express, prior and written consent of CFB's management.

17.2 CFB shall be fully entitled to assign, securitise or transfer its credit and collection rights arising from invoices issued to entities within its corporate group, financial institutions, factoring companies or credit insurance companies, provided that written notice is given to the Customer. CFB also reserves the right to subcontract all or part of the manufacture of components, finishing processes or ancillary supply services to qualified suppliers within its value chain, while in all cases retaining primary responsibility towards the Customer for the suitability of the supply.

18. Final Provisions

18.1 Notices. All communications, notices or demands to be made between the parties shall mandatorily be made in writing, by postal mail with acknowledgement of receipt or by corporate email, and shall be addressed to the addresses expressly stated in the order confirmation or in each company's identification details register. Electronic notices shall be deemed validly served at the time evidence of receipt on the destination server is generated.

18.2 Severability. If any clause, article or provision of these GTC is declared null, illegal or unenforceable by a competent court or administrative body, such declaration shall not in any way affect the validity, legality and enforceability of the remaining provisions, which shall remain in full force and effect. The parties undertake to negotiate in good faith the replacement of the affected provision with a valid provision that preserves, as far as possible, the economic and legal purpose of the invalidated provision.

18.3 Waiver. Any delay, tolerance, omission or failure by CFB to exercise any of the rights, powers or actions provided for in these GTC in the event of a Customer breach shall under no circumstances be construed as an implied waiver thereof, nor shall it constitute a binding precedent limiting the future exercise of such rights.

18.4 Prevailing Language. These GTC were originally drafted in Spanish. If translations into other languages are provided or published for purely informational purposes or as a commercial courtesy for international customers, the Spanish version shall expressly prevail in the event of any interpretative discrepancy, ambiguity or technical translation conflict.

18.5 Entire Agreement. These GTC, together with the financial offer, the specific quotation and the corresponding written order confirmation issued by the Seller, constitute the entire and complete expression of the agreement reached between CFB and the Customer regarding the subject matter of the supply, replacing and superseding any other prior negotiation, correspondence, catalogue or verbal or written agreement between the parties.

18.6 Amendments. CFB reserves the right to unilaterally amend the terms of these GTC at any time, such amendments acquiring full legal validity upon publication of the updated version on the company's official website. The contractual version applicable to each commercial transaction shall be strictly the version in force and published on the exact date of the corresponding written order confirmation.

19. Governing Law and Jurisdiction

19.1 These GTC, as well as all contractual relationships, offers, orders and supplies arising therefrom, shall be governed, interpreted and performed in all respects in accordance with Spanish substantive common law. In the case of international commercial transactions, application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, is expressly excluded, as is any other conflict-of-law or private international law rule that may refer the matter to foreign law.

19.2 For the resolution of any question, dispute, litigation, discrepancy or claim arising from the interpretation, performance, execution or termination of these GTC or of the contracts linked thereto, the parties voluntarily submit, with express and irrevocable waiver of any other forum, privilege or territorial jurisdiction that may correspond to them by law or domicile, to the exclusive jurisdiction and competence of the Courts and Tribunals of the city of Barcelona (Spain).

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The Customer declares that it has received, read and fully accepted these General Terms and Conditions of Sale, which shall apply to the corresponding order and to any subsequent orders placed with CFB, unless the parties agree in writing on different specific terms or on a new applicable version.

The signature of this document, the acceptance of a commercial offer, the placing of an order in writing or the receipt of an order confirmation incorporating or referencing these GTC shall imply full and unconditional acceptance thereof by the professional or business Customer.

For and on behalf of CARGOFLET BLASANT, S.L.	For and on behalf of the Customer
Name and position:	Name and position:
Signature and stamp:	Signature and stamp:
Date:	Date: