



GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

GENERAL SALES CONDITIONS - OLIVA TORRAS USA

OLIVA TORRAS USA has its registered address in Fort Worth, TX 76177,(USA) 8781 Harmon Road, and Employee Identification Number (EIN) 36-4953395. It was incorporated and is currently valid and on-going under the laws of the United States of America, and the State of Texas.

FIRST: APPLICATION AND ACCEPTANCE OF THE GENERAL SALES CONDITIONS

1.1 All purchase(s) and sale(s) contracts shall be governed by these conditions, with the exclusion of other terms the Client may consider or apply in the form of general conditions or purchase orders, confirmation orders, specifications or any other kind of documents.

1.2. Any variations which the Client may make to these conditions and any modifications in relation to that established in the purchase orders accepted shall only be valid if Oliva Torras expressly accepts the request in writing.

1.3. Having read and understood the terms and conditions contained in this contract, the Client expressly accepts the same.

SECOND: PURCHASE ORDERS

2.1. Purchase orders may be made by telephone (switchboard 817 232 8199; fax 800 741 4130), or purchased on-line via the web of Oliva Torras USA, or by E-mail at: otusasales@olivatorras.com

2.2. Office working hours are from Monday to Friday, 08:00 am to 04:30 pm.

GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

2.3. The client must ensure that the terms of the purchase order(s) and any specifications applicable are complete and precise. In case of Drive Kit selection mistake, last minute vehicle change or order cancellation, it is possible to return the goods to Oliva Torras under the following conditions:

- (a) Get the written return approval from customer service, having previously supplied the serial number of the kit (s) /Parts in question.
- (b) Return the drive kit (s) complete in the original box(es) and with their stickers (Serial number)
- (c) Return goods only if all parts are free of damage, have not been installed and are properly packed.

It is not allowed to return goods which are referenced as “Under request” and manufactured especially under specific order in a case by case basis.

To cover administration costs, verification time and repackaging of the goods, every returned kit will be subject to a restocking fee of 35 USD. The sender will cover transportation costs..All return requests for Drive kits must be processed 3 months from date of invoice.

2.4. Confirmation of purchase orders: Purchase orders sent to Oliva Torras USA shall not be considered as accepted until Oliva Torras USA has confirmed them in writing.

2.5. Oliva Torras USA may, at any time, make any changes to the specifications of the goods which may be required in accordance with security, quality, or environmental regulations, or any other regulations to which Oliva Torras USA may be subject, with neither the quality, nor the use of the same being affected by this.

2.6. Samples provided to the Client are delivered for exclusively informational purposes and do not imply in any way, any express or implicit conditions of guarantees of any kind, with respect, among other things, of the quality, description, suitability or convenience for any purposes.

THIRD: DELIVERY

3.1. If Oliva Torras USA has contracted the transportation of the goods on behalf of the Client, the cost of the transportation, any insurance or any other costs which Oliva Torras USA may have incurred upon instructions



GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

from the Client shall be reimbursed by the Client without any kind of withholding and shall be due on the same date of payment of the product. In any case, the transportation carrier will be considered as an agent of the Client

3.2. Oliva Torras USA may deliver the orders by a variety of shipping methods. Each delivery is to be invoiced and paid for in accordance with the provisions of this contract.

3.3. Should the Client not accept the delivery of the goods for any reason, or should Oliva Torras not have been able to deliver the product on time as a result of causes due to the Client, the goods shall be considered as having been delivered and Oliva Torras USA may store them until the definitive delivery thereof, with all costs and expenses to be met by the Client.

3.4. Oliva Torras USA shall not be responsible for any direct or indirect losses. Damages, charges or expenses incurred directly or indirectly by any delays in the delivery of the products, due to which the Client shall not consider the contract to have finalized or been terminated unless the said delay should exceed 30 days.

3.5 Oliva Torras USA will not be responsible for any damage ,which may occur during the transportation of goods. The customer is responsible for the receipt of goods,if there is any irregularity, it must be stated in the delivery document at the time of delivery.

FOURTH: LACK OF DELIVERY AND NON-CONFORMITY

4.1. Oliva Torras USA shall not be considered responsible, and shall not respond in any manner whatsoever, for any non-conformity in the delivery of the products, unless the Client communicates this non-conformity to Oliva Torras USA in writing, within a maximum thirty (30) days, from the date of delivery.

GENERAL SALES CONDITIONS

4.2. Any liability of Oliva Torras USA due to the lack of delivery or faulty delivery of the goods shall be limited to the replacement of the products in a reasonable time period, or by means of the issuing of a *pro rata* credit note in respect of the invoice issued.

FIFTH: RISK AND OWNERSHIP

5.1. The Client is responsible for the risk of the goods at delivery of the same.

5.2. The ownership of the goods shall not be finalized to the Client until Oliva Torras USA has received in full the monies due for goods delivered.

5.3. Until the ownership of the goods has been finalized to the Client, it shall be considered that the latter must:

- (a) Keep the goods in deposit on behalf of Oliva Torras USA.
- (b) Not destroy, modify or conceal any identifying marks of the products.
- (c) Keep the goods stored in favourable conditions, duly insured, for Oliva Torras USA, for the value of their full price. The policy must be shown to Oliva Torras USA should it be requested.

5.4. The right to ownership by the Client shall cease immediately if:

- (a) The Client should enter into bankruptcy proceedings, should any insolvency proceedings exist against the same, should it be bankrupt or have made arrangements with creditors.
- (b) The Client should be subject to or permit any legal enforcement or similar, for it to be dispossessed of its assets or should there be any such enforcement against the same.
- (c) Any of the obligations derived from this contract or any other contracts, which may exist between the Client and Oliva Torras USA, should not be fulfilled, should it be incapable of addressing its debts in conformity with Bankruptcy Act, or should the trust with the Client end.
- (d) The Client conceals, encumbers or limits the ownership of the goods.



GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

5.5. The Client guarantees an irrevocable authorization to Oliva Torras USA by means of which it may, at any moment, verify the state of the products and/or, once the right to possession by the Client has ended, they may be recuperated by Oliva Torras USA.

SIXTH: PRICE TARIFFS

6.1. The price of the goods shall be established in the confirmation of the purchase order.

6.2. The price of the goods does not include any taxes, added value, costs or charges in relation to the loading, unloading, transportation, insurance, or any other costs, which the Client must pay when paying the cost of the products.

6.3. Oliva Torras USA reserves the right to modify the price list with 30 days of prior notice. Those orders, which may already have been processed, shall have the price valid at the moment of the confirmation of the Order by Oliva Torras USA.

SEVENTH: PAYMENT

7.1. The payment of goods must be in accordance with whichever payment terms have been authorized for Client by Oliva Torras USA; unless otherwise specified in the Order and approved by Oliva Torras USA.

The payment shall be an essential obligation of the contract.

7.2. The Client must make all of its payments in accordance with their payment terms and may not unilaterally apply any kind of deductions, whether this may be by means of compensation, conventional claims, discounts, reductions, or any others, except in the case of explicit authorization from Oliva Torras USA.

GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

7.3. Interest for late payment: Should the Client fail to pay the sum due by the date established, it must pay the annual interest for late payment published by the competent US authorities, plus 4 percentage points, as from the date on which the payment is due up to the day on which it is paid.

7.4. Extra-Domestic sales are subject to the provision of an irrevocable letter of credit issued by an International Bank of renowned prestige, for Oliva Torras USA.

EIGHTH: WARRANTY

8.1. Oliva Torras USA guarantees that the goods are produced in conformity with the best practices, Industry standards and in accordance with the North American legislation applicable in the areas of safety, quality and environment. Oliva Torras USA will replace or repair without charge any goods showing defect arising from faulty material or workmanship upon notification during the warranty period of the same to Oliva Torras USA if warranty registration is on file at Oliva Torras USA or the serial number, if available, has been communicated to the After Sales department.

The warranty will apply, provided that:

- (a) The goods have been properly used, the maintenance regime has been adhered to, and it is possible to demonstrate adherence through service records/history. The brackets have been installed in accordance with the manual instructions provided with the goods by Oliva Torras USA.
- (b) The defects are not a result of attempted repair, modification, adjustment of any kind without the previous approval from Oliva Torras USA Warranty Department.
- (c) The serial number of the good, which is subject to a warranty claim request, has been communicated to Oliva Torras USA After Sales department or the warranty registration is on file at Oliva Torras USA.
- (d) The defective parts will be available for Oliva Torras USA inspection during a 3-months period after notification to Oliva Torras USA or warranty request date or returned to Oliva Torras within 15 days if requested. In this case Oliva Torras USA will cover the transportation costs. Failure to provide the defective goods to Oliva Torras USA for analysis will translate into the cancelation of the warranty. Any replacement parts sent to the customer will then be invoiced.

GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

8.2. Oliva Torras USA shall not be responsible for any injury, damage or loss caused directly or indirectly by the goods, whether as a result of their manufacture, use or otherwise and whether as a result of any defect therein unfit for purpose or otherwise and the customer shall indemnify Oliva Torras USA from any claim arising from such injury or loss suffered by any third party.

8.3 Warranty coverage for Oliva Torras USA is 36 months from the date of delivery of the goods or 62.000 miles whichever comes first on all non-serviceable parts, provided all conditions requested for warranty application are satisfactory. All serviceable parts (drive belt(s) and idler pulleys) will be covered under the warranty as long as they have been serviced in accordance with the schedule recommended by Oliva Torras USA, or agreed to with Oliva Torras USA for specific applications or products.

8.4. Approved Labour hours in warranty will be paid at a rate of \$ 90,00 in accordance with the Oliva Torras USA pricing policy. Any started hour is not due. The corresponding time spent, if approved, will be paid at the pro-rata ratio.

8.5. Oliva Torras USA shall have no liability for any of the following:

- (a) Consequential loss, damage or recovery of any kind, including the towing of any broken-down vehicle to a service station and /or travel time to the service station. The warranty does not cover the leasing of any substitution vehicle.
- (b) Any damage caused by the customer not following the installation instructions provided in the Drive Kit package by Oliva Torras or using wrong installation instructions not provided or not approved by Oliva Torras USA.
- (c) Any break-down due to failure in ensuring the recommended maintenance schedule of the kit and / or its components or inability to demonstrate adherence through service records.
- (d) Warranty for mount and drive kits will not apply if the drive belt(s) and idle pulleys have not been maintained in accordance with the schedule recommended by Oliva Torras USA, or agreed with Oliva Torras USA for specific applications or products.

Note: On drive kits using manual belt tensioners, the drive belt must be re-tensioned within 3.000 miles and every 15.000 miles. It has to be replaced at 30.000 miles or 750 system operating hours.

GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

Maximum idle pulley life: 62.000 miles or 1500 system operating hours whichever comes first.

Damage caused by incorrect bolts/ fittings not supplied by Oliva Torras USA, fitted as a result of any other work being carried out on the engine following the initial installation.

(e) Damage due to modifications or repair of the Oliva Torras USA drive kit prior to failure, or usage of components not supplied by Oliva Torras USA and fitted without Oliva Torras USA previous approval.

(g) Damage or break-down due to the use of the vehicle under extreme engine cycles, abnormal conditions or extremely bad road conditions.

8.6 Mount and drive kits models are designed and manufactured to be installed and to operate on specific vehicles / applications described in the installation instructions of the kits and in the Oliva Torras USA web site or documentation. Therefore, warranty will not apply if changes have been made to the vehicle or the engine environment which may be considered to adversely affect the fitting and the performance of the product.

8.7 Compressors, hydraulic pumps and alternators supplied by Oliva Torras USA with or as part of a Mount and Drive Kit for new installation will be covered by the guarantee for a period of 36 months from date of delivery. The electromagnetic clutch shall fall under the same coverage. In case of replacement of the clutch pulley, the warranty will only apply if the Oliva Torras USA replacement procedure has been respected and if the position of the clutch is in accordance with Oliva Torras USA standards. The warranty offered will be subject to the terms and conditions of the supplying manufacturer.

8.8 Compressors, hydraulic pumps and alternators supplied by Oliva Torras USA for replacement will be covered by the warranty during a period of 3 months from date of delivery, provided that the customer can demonstrate that the root cause of the problem has been identified and corrected prior to the replacement of the compressor supplied. If replacement of the clutch pulley, the warranty will only apply if the Oliva Torras USA replacement procedure has been applied and the position of the clutch is consistent with Oliva Torras USA standards. The warranty offered will be subject to the terms and conditions of the supplying manufacturer.

8.9 Any spare parts supplied by Oliva Torras USA for replacement will be covered by the warranty during a period of 6 months from date of delivery.

GENERAL SALES CONDITIONS

NINTH: USE OF THE PRODUCT

9.1. The Customer shall use the product only for the application for which it is intended, depending on its design, e.g. mounted on a vehicle engine to support a refrigerating compressor, hydraulic pump or alternator/generator. In the same way, any information provided by Oliva Torras USA will be understood to be related to the application of the product.

9.2. Any consultancy rendered by Oliva Torras USA shall not generate any additional obligations.

9.3. The Client is to indemnify and free Oliva Torras USA for and from each and every one of any damages, losses, costs, expenses and liabilities derived from or related to the use to which the same may be put by the Client and/or the use or application which may be made or given by the Client in relation to any information revealed or provided by Oliva Torras USA.

TENTH: CONFORMITY WITH LAWS AND REGULATIONS

10.1. Oliva Torras USA does not promise or declare that the products shall be in conformity with any laws, ordinances, regulations, codes or rules applicable to Oliva Torras USA and its product other than those of the United States of America and Canada application on quality, safety and the environment, unless this may be expressly stipulated in the Purchase Order.

10.2. The Client acknowledges that the use of the products may be subject to the requisites and limitations set down in these laws and rules. The Client shall be exclusively responsible for (i) ensuring compliance with all laws and rules related to the use, application and installation of the Products, and; (ii) obtaining all official approvals and validations, licenses or authorizations necessary for the said use.

GENERAL SALES CONDITIONS

ELEVENTH: LIMITATION OF LIABILITY

11.1. The total liability of Oliva Torras USA which may be derived from the execution of this contract, due to any action, omission, negligence or any others, shall be limited to the price of the goods, except in the case of damages to the engine of the vehicle, in which case Oliva Torras USA shall cover that which may probably have been caused by the product.

11.2. Oliva Torras USA shall not be liable before the Client for any direct, indirect or consequential losses or damages (whether this may be for loss of profits, loss of business, loss of goodwill or any others), costs, expenses or any other claims for whatever consequential compensation (however this may have been caused) which may take place in or be related to the contract.

TWELFTH: SUSPENSION AND CANCELLATION

12.1. Should the Client fail to fulfil its obligations towards Oliva Torras USA, or should the latter have any grounds to doubt that the former will fulfil its obligations towards it and the purchaser does not offer Oliva Torras USA sufficient guarantees of fulfilment thereof prior to the planned delivery date and, in any case, within the term of thirty (30) days as from when Oliva Torras USA may request such guarantee; or if the purchaser is declared insolvent or incapable of paying its debts by the due dates, in conformity with Bankruptcy Act , or if it enters liquidation (with any purpose other than restructuring or merging), or should any bankruptcy proceedings be brought by or against the purchaser, in such case, without detriment to any of its other rights, Oliva Torras USA shall, following notification in writing and with it not incurring in any liability whatsoever, be authorized, immediately, for the following:

- (a) To demand the recuperation of any products delivered and not paid for, with all costs derived from the recuperation of the products to be paid by the Client.
- (b) To suspend the provisions or cancel the delivery of pending products.

GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

12.2. In the cases described in points (i) and/or (ii), all pending claims by the Client shall expire and payment shall be due immediately in respect of the products delivered to the purchaser which Oliva Torras USA may not have recuperated.

THIRTEENTH: FORCE-MAJEURE

13.1. The parties shall not be liable for any damages, losses, costs or expenses derived from, or related to, delay, restriction, interference or non-fulfilment of any obligations caused by any unforeseeable circumstances beyond their reasonable control, including, without limitation to, acts of nature, laws, statutes, ordinances, regulations, legislative measures, government decrees or any other administrative measures, orders or judgments by any courts, earthquakes, floods, fires, explosions, wars, terrorism, disturbances, sabotage, accidents, epidemics, strikes, company closures, employment disturbances, difficulty in obtaining labour forces or raw materials necessary, any lack of or failure of transportation, breakdowns at the factory or in fundamental machinery, reparation or emergency maintenance, breakdowns or scarcity of public services, delay in the delivery of, or faults in, products provided by suppliers or sub-contractors.

13.2. In these cases of force-majeure, the party affected is to inform the other immediately, specifying the cause of the event and the form in which it will affect the fulfilment of its obligations in conformity with the Order. In the case of any delay, the obligation for delivery shall be suspended for a period equal to the time lost due to the reason of force-majeure. Should any events of force-majeure continue, or should it be expected that they will continue, for a period of time in excess of two (2) months following the agreed delivery date, either of the Parties shall be entitled to rescind the party affected from the Order, remaining exempt from any liability towards the other party.

FOURTEENTH: INDUSTRIAL & INTELLECTUAL PROPERTY

No rights or licenses are granted to the Client under this contract, or patents, marks, copyrights, designs - registered or otherwise-, or any other intellectual and/or industrial property rights, except the right to use and re-sell the products.



GENERAL SALES CONDITIONS

OTUSA2022_EN(Rev-0)

FIFTEENTH: CONFIDENTIALITY

Oliva Torras USA and the Client shall not use, or deliver to any other persons, any information exchanged and marked as "Confidential Information", or which may reasonably be considered confidential, in the same manner as that in which it would maintain secrecy in relation to its own. The parties agree that they shall carry out however many actions as may be within their possibilities in order to safeguard against any unauthorized use or recuperation of the said information.

SIXTEENTH: GENERAL

16.1. Any lack or delay by Oliva Torras USA in exercising, in full or in part, any of the provisions contained in this contract, shall not mean the waiver of the rights to which it is entitled in conformity with the same.

16.2. This contract shall be governed by its clauses, in conformity with United States of America laws and those of the State of Texas, wherever the specific regulations may require the application thereof in the provisions of the contract, it shall be governed in conformity with the US Code of Commerce as well as all other applicable US laws.

16.3. Any queries, questions or divergences which may arise in relation to the interpretation or fulfilment of this contract, shall be resolved by the courts and tribunals of the city of Fort Worth (TX), to which the contracting parties expressly submit themselves, waiving their own jurisdiction, should these be others.

The sending of the order, by any of the means and procedures established by Oliva Torras USA, implies acceptance of the full content of these General Sales Conditions.