



STANDARD TERMS AND CONDITIONS

1. Acceptance & Terms. Customer's execution of the accompanying proposal ("Proposal") prepared by STEN USA Corp. ("STEN") and identifying the equipment ("Equipment") requested by the Customer is subject to these Terms and Conditions ("Terms"). The Proposal together with these Terms, and any plans, specifications, and other documents to the extent referenced in the Proposal or otherwise specified by STEN in writing, shall be the entire and exclusive agreement between STEN and Customer, unless otherwise agreed to by STEN in writing. In the event of any conflict or inconsistency between these Terms and the accompanying Proposal and/or any other invoice or other document in connection with this transaction, the provisions of these Terms shall govern but only to the extent of any such conflict or inconsistency.

Note that STEN's Proposal shall only be valid for thirty (30) calendar days from the day it is sent to you, at which time it shall expire.

Please read these Terms carefully before executing the Proposal. By executing the Proposal, you are hereby accepting these Terms, and agree and acknowledge as follows:

2. Lessor not Subcontractor. STEN is a lessor of Equipment and not a subcontractor of the Customer.

3. Material Exclusions. The attached Proposal setting out the prices for Equipment only includes the items or equipment specifically listed thereon. Any safety or other mechanism that is not already built into the Equipment but offered for sale or lease separately by STEN or by third parties is the responsibility of the Customer. Excluded items or materials will only be shipped upon request subject to availability and to the terms of these Terms.

4. Quotation Estimates /Additional Equipment /Change Orders. Unless otherwise expressly provided in writing, the quantities and prices for the Equipment are estimates and based upon information available at the time the Proposal is sent to the Customer. Actual layouts and field requirements will dictate the actual quantities of Equipment shipped and may result in billings that are higher or lower than estimated. STEN and the Customer also may from time to time agree to the lease of additional Equipment pursuant to these Terms. The parties shall endeavor to provide a written change order; however, the parties agree that where additional Equipment is requested by the Customer and STEN provides the same accordingly, the Customer's acceptance of the delivery of additional Equipment is sufficient to bind the Customer to pay invoices for the same in the absence of a formal change order, and unless otherwise agreed in writing, the cost of such additional Equipment shall be based on the list value of the Equipment delivered, discounts/or pricing model, as set forth in these Terms and accompanying Proposal for the project.

5. Information on our Website and Catalogues.

The descriptions, drawings and, in general, the information contained in STEN's catalogs, user manuals and website contain valuable information about STEN's Equipment and services. The same is being offered for

informational purposes and thus, is not binding on STEN, as it may be modified at any time

6. Cancellation. A Proposal once accepted and returned to STEN can be cancelled only with STEN's written consent and upon terms that will indemnify STEN against loss, including, but not limited to, any obligation of STEN whatsoever to any third party with respect to the Equipment or services on the proposal affected by such cancellation.

7. Freight. Unless otherwise agreed in writing, freight is E.X.W.. STEN's Warehouse, or applicable shipping point, and the Customer is liable for the costs of all freight. STEN may assist in the procurement of trucking for the delivery or return of the Equipment but will invoice the Customer accordingly for all costs. STEN shall not be liable for loss or damage occurring in transit after the carrier takes possession of the Equipment for shipment. Claims for shortages or damages to shipments thereafter shall be made against carrier by the Customer. STEN's acceptance and shipment of orders of quantity of equipment/materials is predicated on (i) its determination of availability of equipment/materials, (ii) its inventory of equipment/materials, and (iii) STEN's ability to schedule deliveries. Under no circumstance will STEN be liable for any loss, damage or other inconvenience of any kind whatsoever, monetary or otherwise, resulting from the lack of performance of a third-party shipper or common carrier, including but not limited to damage or loss resulting from loading or unloading the Equipment from the truck at the jobsite or damage during delivery. All common carriers are agents of the Customer.

8. Delivery of Equipment. Equipment will be shipped in a good working condition. A Delivery Note identifying the description and quantity of the Equipment will accompany each shipment. A Customer representative must sign each Delivery Note; but a failure to sign a Delivery Note shall not excuse the Customer's obligations to pay for Equipment delivered unless the Customer provides a notice to STEN in writing objecting to any non-conforming Equipment or to the quantity or quality of the Equipment delivered within forty eight (48) hours of the delivery and arrangements are made for the return of any rejected or non-conforming Equipment. The Customer's failure to provide written notice shall constitute a waiver of any and all claims, directly or indirectly, related to the delivery of non-conforming or rejected Equipment and it shall be conclusively presumed that the Customer has fully inspected the Equipment, the Customer deems the Equipment satisfactory and acceptable in all respects, and the Equipment is in good condition and conforming in quantity, quality and description to these Terms. STEN is not be responsible for loading and unloading of the Equipment at the Customer's jobsite therefore, the Customer shall plan accordingly.

9. Delivery Dates. Unless otherwise agreed in writing, any delivery date(s) offered are estimated delivery date(s), which will be subject to acceptance by the Customer. If the Customer fails to accept delivery within five (5) business days of the estimated or agreed delivery dates, STEN has the exclusive right, without liability, to (a) return the Equipment to its stock and lease the same to



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other customers, in which case STEN will not guaranty availability of the Equipment or like equipment of similar pricing as agreed hereunder; and/or (b) charge the Customer a reasonable storage and handling fee for storing the Equipment for the Customer. STEN shall not be liable for any loss or damage from delay in delivery of any Equipment or any technical assistance, site service or other as a result of causes of any kind beyond the reasonable control of STEN, such as, but not limited to, strikes or other labor difficulties, war, riots, pandemics, changes in laws and regulations and other acts of governmental authorities, including customs, inclement weather, fire, flood, unavoidable casualties, delays in transportation of Equipment. In event of any such delay, STEN will notify the Customer within a reasonable time, and it is agreed that the time for delivery shall be extended for a period of time at least equal to the time lost by reason of the delay. Any claims by the Customer for loss due to delay in delivery shall be waived unless made in writing and delivered to STEN within five (5) days after delivery. An unexcused delay in delivery shall not give rise to cancellation by the Customer until thirty (30) days after written notice of such intention to cancel shall have been actually received by STEN, and the Customer shall be obligated to accept any Equipment shipped or delivered by STEN during such period and pay for the same. Any claims by the Customer for loss due to delay in delivery, including delivery of Equipment or technical assistance/site service by STEN, shall be waived unless made in writing and delivered to STEN within five (5) days of occurrence of such delay.

10. Payment Terms. Unless otherwise stated, the Customer shall make payment in the manner stated on each invoice (wire transfer, promissory note, confirming, etc.), within thirty (30) days of the date of the same. Delinquent accounts are subject to a one and one-half percent (1½%) per month finance charge. The Customer shall be liable for any additional expenses incurred by STEN as a result of collection efforts, including but not limited to attorneys' fees. STEN shall, in its sole discretion, suspend shipments of Equipment hereunder or pursuant to any other agreement between STEN and the Customer in the event of the Customer's failure to pay on a timely basis.

11. Application and Place of Payments. All payments, if applicable, made on account of these Terms shall be applied first to the payment of any late charge and fees, including, without limitation, attorney's fees, then due hereunder, second to the payment of accrued and unpaid interest then due hereunder, and the remainder, if any, shall be applied to the unpaid invoices due in the inverse order of maturities. Notwithstanding any provision contained herein to the contrary, any portion of a permitted partial prepayment applied to the unpaid principal balance shall be applied first to the outstanding principal balance due and owing at maturity and thereafter to the principal payments due in the inverse order of maturities. All payments on account of these Terms shall be paid in lawful money of the United States of America in immediately available funds.

12. Credit Check. Any accompanying Proposal and these Terms, regardless of execution by the Customer, are

subject to a credit approval and execution by STEN. Shipment of Equipment may require additional security, including a deposit, copies of any payment bonds on the applicable project and/or a personal guaranty at the request of STEN.

13. Taxes. Pricing does not include any sales or use taxes. Any tax, assessment or charge upon STEN's lease or shipment of Equipment, imposed by Federal, State, Municipal or other Governmental authority and any increase in costs resulting from any Governmental laws or regulations affecting the subject matter of any sale, raw material or labor involved therein, and other costs of STEN, shall be added to the price and paid by the Customer. In lieu of payment of any tax, you shall provide STEN prior to shipment with a certificate in form acceptable to the taxing authorities exempting you from the payment of such tax.

14. Default. If the Customer fails to pay any amount herein or if the Customer fails to observe, keep or perform any other provision of these Terms required of it, and if the Customer fails to remedy, cure or remove such failure in payment or such other failure in observing keeping or performing the provisions of these Terms within ten (10) days after receipt of written notice from STEN thereof, STEN shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount immediately due and payable as to any and all Equipment or any service provided hereunder, without further notice or demand to the Customer; (b) to sue for and recover all amounts then accrued or thereafter accruing and other amounts due hereunder; (c) to take possession of any or all items of Equipment, without any notice, court order or other process of law. The Customer hereby waives any and all damages occasioned by such taking. Any said taking or possession shall not constitute a termination as to any or all items or Equipment unless STEN expressly so notifies the Customer in writing; (d) to terminate these Terms as to any or all items of Equipment or any other lease or agreement by and between the parties for any other Equipment or services; and/or (e) to pursue any other remedy at law or equity. Notwithstanding any said remedy exercised hereunder, the Customer shall be and remain liable for the full performance of all obligations on the part of the Customer under these Terms.

15. Assembly Drawings/Manuals. STEN manuals are available upon request. To the extent set forth in the accompanying Proposal, necessary layout drawings and/or assembly drawings for the ensemble of the Equipment are provided by STEN. Manuals and drawings furnished by STEN are provided to conceptually illustrate the assembly of STEN Equipment only. Manuals and drawings are neither intended to be fully directive nor cover engineering details for STEN's Equipment or materials not furnished by STEN. STEN provides its Equipment to (experienced) end users with the knowledge, training and expertise in the applicable standards, regulations, laws and usage of the equipment and it does not control assembly or procedures at the project site, or the grade or quality of materials or equipment supplied by third parties and, therefore, it is the Customer's responsibility to use STEN's Equipment in accordance with safe engineering and construction



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practices and applicable law. It shall be the Customer's sole responsibility to build and maintain the Equipment in accordance with the applicable OSHA standards and regulations and any other applicable local safe practices.

16. Technical Assistance/Site Service. Only to the extent set forth in the accompanying Proposal, STEN will provide technical assistance/site service for the period and economic terms described in the Proposal, for the purpose of answering questions related to the standard assembly/application of Equipment supplied hereunder. This service is not designed to be full time or continuous. Technical assistance/site service is designed to answer questions and provide assistance for STEN's Equipment with the understanding by all parties that the Equipment is provided to experienced users with the knowledge, training, and expertise in the applicable standards, regulations, laws and usage of the Equipment. Technical assistance/site service does not include pre-pour inspection of Equipment as applicable to concrete forming.

17. Risk of loss. All Equipment shall be shipped E.X.W. at the place of business of STEN. All risk of loss or damage to the Equipment shall pass to the Customer upon STEN's delivery of the Equipment to the carrier. All risk of loss, including damage, theft, or destruction, to each item of Equipment shall be borne by the Customer. No such loss, damage, theft, or destruction of the Equipment, in whole or in part, shall impair the obligations of the Customer under these Terms, which shall continue in full force and effect. The Customer shall be subrogated to STEN's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft, or destruction.

18. Insurance. The Customer shall carry insurance sufficient to cover the value of the leased Equipment, against loss by fire, theft, and other insurable hazards, for the benefit of STEN, its suppliers, successors and assigns. The Customer shall be responsible for all damages for any injury or death sustained by any person or persons and for all damage to property growing out of any act or deed, or any omission to act, of the Customer or any subcontractor or any servant, agent or employee of the Customer.

19. General Indemnity. The Customer agrees to indemnify and hold STEN harmless from any claim, liability or obligation (including the costs and attorneys' fees of any suit or claims related thereto) arising out of, connected with or resulting from the use of the Equipment, including but not limited to, any claims arising from: (a) the failure to follow or deviation by the Customer or its contractors, agents or subcontractors or any property owners from any manufacturer's instructions/manuals; (b) the failure of the Customer or its contractors, agents or subcontractors or any property owners to maintain or any improper handling, use or operation of the Equipment; (c) the negligent use of the Equipment with equipment, chemicals or material not furnished by STEN or otherwise expressly approved in writing by STEN in advance of that use; or (d) any negligence of the Customer or any of its contractors, agents or subcontractors or any property owners to follow any applicable laws, rules, regulations, codes and standards relating to the use of the Equipment

and/or the operation or maintenance of the same. The Customer hereby specifically agrees that the provisions of this clause take precedence and priority over any other indemnification or hold harmless provisions that may be a part of any other document issued or forming a part of this transaction. In the event such provisions are contained in any such other documents, the within clause shall be paramount and supplant such other provisions, and render such other provisions null and void regardless of the date when such other documents were issued, signed, acknowledged, or accepted. STEN shall have no duty to object or reject the indemnification or hold harmless provisions in any such document, the same being rendered null and void by this clause.

20. Equipment/Services Warranty. STEN does not warrant any equipment manufactured by others, for which Customer is entitled to the warranty provided by the applicable manufacturers. With respect to Equipment manufactured by STEN, STEN warrants to the Customer that the Equipment leased from STEN is free from defects in material and workmanship for the period the Equipment is leased, provided that: (a) the Equipment is used and maintained by the Customer in accordance with STEN's applicable instructions/manuals and/or industry standards; (b) the Equipment has not been modified from its original condition; (c) the Customer preserves and turns over to STEN or permits reasonable inspection by STEN of all allegedly defective Equipment, parts or items. This warranty shall not cover (i) any defects arising from corrosion, abrasion, use of components, parts, chemicals, or other materials not supplied by STEN with the Equipment, or negligent use or faulty operation of the Equipment by the Customer, (ii) ordinary wear and tear, or (iii) any defects caused by errors on the part of the Customer in not providing suitable premises in which the Equipment is to be stored or adequate protections against influences within or outside the premises that may affect the Equipment or its operation. UNLESS OTHERWISE EXPRESSLY STATED IN ANY DOCUMENT ATTACHED TO THESE GENERAL TERMS AND CONDITIONS, THIS WARRANTY OF EQUIPMENT AND WORKMANSHIP IS THE ONLY WARRANTY MADE BY STEN AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND STEN DISCLAIMS ON BEHALF OF ITSELF, ITS VENDORS AND SUPPLIERS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE (OTHER THAN THE PURPOSE STATED IN THE CUSTOMER'S SPECIFICATIONS SET FORTH IN THE PROPOSAL), SUITABILITY OR PERFORMANCE. STEN's obligation under this warranty and any other warranty or guarantee that is part of these Terms is strictly and exclusively limited to furnishing repairs or replacements for Equipment or parts determined to be defective on inspection by an authorized representative of STEN. STEN assumes no responsibility and shall have no liability for any repairs or replacements by the Customer without STEN's prior written authorization. If the Customer discovers a defect in the Equipment, the Customer shall advise STEN as soon as possible after a problem is detected by telephone, followed by written confirmation, fax or e-mail, giving detailed information of the alleged defect and the reason that it is



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considered STEN's responsibility. STEN and the Customer will then mutually agree to a reasonable response time. STEN will have access to any job site to inspect and review with the Customer any alleged defect when STEN believes such a visit is necessary. Back charges will not be accepted by STEN attendant with any defects in Equipment unless STEN has agreed to such charges in writing.

21. Damages. Notwithstanding any other provision of these Terms to the contrary, (a) STEN's aggregate responsibility and liability, whether arising out of contract or tort, including negligence and strict liability, under these Terms, including, but not limited to, all claims for breach, failure of performance or delay in performance by STEN or performance or non-performance of the Equipment or services shall not exceed the contract price for the Equipment, and (b) in no event shall STEN be liable in contract or in tort, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of use of facilities or equipment, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Equipment or services provided hereunder, whether suffered by the Customer or any third party, or for any loss or damage arising out of the sole or contributory negligence of the Customer, its employees or agents or any third party.

22. Exclusive Remedy. In the event Equipment is not shipped in good working condition or is otherwise non-conforming to these Terms in quantity or description, upon receipt of timely notice as provided in paragraph 6 hereunder, STEN shall repair, replace or furnish, as appropriate, such non-conforming Equipment within a reasonable time after notice. In the event services provided hereunder, including any site services or technical assistance, are non-conforming or otherwise defective, the Customer shall notify STEN of the same within forty-eight (48) hours setting forth the specific problem. STEN shall correct such non-conforming or defective service within a reasonable time. The repair and/or replacement of Equipment or services, as applicable, is the sole exclusive remedy to the Customer and the sole liability of STEN regardless of theory, including warranty, contract or negligence. Notwithstanding the foregoing, STEN will not repair or replace and the Customer shall remain liable hereunder for any Equipment that is: (a) Not maintained by the Customer in accordance with STEN's applicable instructions/manuals and industry standards; (b) Has been modified from its original condition following delivery; (c) Damaged by use of unsuitable components, parts, chemicals, or other materials not supplied by STEN with the Equipment, or negligent use or faulty operation of the Equipment by the Customer; or (d) Any damages caused by errors on the part of the Customer in not providing suitable premises in that the Equipment is to be stored or adequate protections against influences within or outside the premises that may affect the Equipment or its operation. Back charges will not be accepted by STEN attendant with any defects in Equipment or services unless STEN has agreed to such charges in writing.

23. Security Interest /Collection of Payment. The Customer grants STEN a first priority security interest in and assignment of all receivables or accounts owing to Customer by any contractor, owner of the property where the Equipment is located or used in construction, bonding company or insurer of the Customer as security for all of your obligations and liabilities to STEN and authorizes STEN to execute, if necessary, and file any financing statements or notices to perfect STEN's security interests hereunder. Upon the Default by the Customer, STEN shall be entitled to and shall have the rights and remedies of a secured party under the Uniform Commercial Code.

24. Surrender of Equipment. The Customer shall be entitled to possession of the Equipment upon delivery. At the expiration of the term specified in the Proposal or upon an uncured breach of any terms hereof, the Customer shall surrender the Equipment by delivering the Equipment to STEN, following STEN's instructions at the Customer's expense, in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the term. The Customer may request STEN pick up the Equipment with at least three (3) days advance written notice to STEN, indicating the number of trucks needed to effect the return. Following the Equipment's return, STEN will send the customer a copy of the Equipment Settlement, indicating the pieces of Equipment return and any kept by the Customer. The Customer shall be entitled to attend STEN's examination of the Equipment in preparation of the Equipment settlement with prior notification to STEN. The Customer shall have forty-eight (48) hours from receipt of the Equipment Settlement to object to the same or it shall be deemed accepted. The Customer shall be liable for any Equipment units damaged or not returned to STEN.

25. Assignment. The Customer may not assign its rights and obligations under these Terms absent the express, written consent of STEN.

26. Waiver of Trial by Jury. The Customer hereby waives trial by jury in any action or proceeding to which the Customer and STEN may be parties, arising out of or in any way pertaining to these Terms. This waiver is knowingly, willingly and voluntarily made by the Customer, and the Customer hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

27. Governing Law & Venue. The contract resulting from the acceptance of this order shall be interpreted under and shall be governed by the laws of the state of California without regard to the conflict of law principles thereof. The Parties hereby agree that any dispute between the parties arising under these Terms that is not settled will be litigated in the federal courts of the State of California.

28. Data Protection. In accordance with the EU General Data Protection Regulation, we inform that the personal data (“Data”) that you provide in connection with the Final Proposal and our engagement, will be collected and treated by SISTEMAS TÉCNICOS DE ENCOFRADOS S.A., as Responsible party, for the purpose of maintaining the contractual and commercial relationship it has with you as a Customer. The Data will be treated for the legal purpose of execution of a services contract. The Data’s retention period will be established by accounting and tax regulations, upon request from the competent public entity (Tax Agency, Courts or Tribunals). The Data may be transferred or communicated, where appropriate, to banks for collection or payment, as well as at the request of the Tax Agency, Courts or Tribunals. You can exercise the rights of Access, Rectification, Portability, Suppression, Limitation or, where appropriate, Opposition as defined in the EU General Data Regulation. To exercise any of the aforementioned rights, you must submit a letter to the following address: C/Octave Lacante, 57-59 Pol. Ind. Can Margarola, 08100 Mollet del Vallès (BCN), or by sending an email to protecciondedatos@sten.es. You must specify which of those rights you are exercising and send a photocopy of your ID or equivalent identification document. In the event that you acted through a representative, legal or voluntary, you must also provide a document that credits the representation and its identification document. Likewise, in case your right to the protection of personal data is violated, you may file a claim with the Spanish Agency for Data Protection (www.agpd.es).