

GENERAL TERMS AND CONDITIONS OF SALE

OX & RUD LIFTING SOLUTIONS, S.L.

Company	OX & RUD LIFTING SOLUTIONS, S.L.
TAX ID	B70990130
Registered and tax address	Calle Mare de Déu de Núria, 4, Polígono Industrial Salas, 08830 Sant Boi de Llobregat, Barcelona, España
Activity	Manufacturer of lifting and heavy-load transport equipment
Website	https://ox-rud.com
Revision	Rev. 00

1. Identification, scope and product categories

1.1. Company identification

These General Terms and Conditions of Sale govern the contractual relationship between OX & RUD LIFTING SOLUTIONS, S.L., hereinafter OX & RUD, and its customers in relation to quotations, sale, design, manufacture, supply, repair, modification, inspection, recertification, technical services and delivery of documentation associated with lifting equipment, load handling equipment and machinery moving equipment.

Customer means any natural or legal person, company, distributor, integrator, end user, contractor, engineering company, manufacturer, operator or entity requesting a quotation, placing an order, accepting a supply or contracting any product or service from OX & RUD.

1.2. Scope of application

These conditions apply to all quotations, orders, sales, supplies, services, repairs, modifications, inspections, recertifications and deliveries of technical documentation carried out by OX & RUD, unless expressly agreed otherwise in writing by OX & RUD.

Placing an order, accepting a quotation, receiving a supply, paying an invoice in whole or in part, or using products or services supplied by OX & RUD implies acceptance of these conditions. These conditions prevail over any general or specific purchasing terms of the customer, unless expressly, previously and in writing accepted by OX & RUD.

1.3. Product and service categories

For the purposes of these conditions, OX & RUD products and services are mainly classified as follows:

a) Standard products

Products manufactured in series or included in catalogues, price lists, load tables, technical data sheets, manuals, configurators or standard technical documentation of OX & RUD. Products requiring configuration, dimensional selection or combination of components are also standard products when based on designs, capacities, load tables, limits of use, instructions and documentation previously defined by OX & RUD.

b) Special, customised or made-to-order products

Products designed, adapted, modified or manufactured specifically at the customer's request, according to information, requirements, drawings, load data, geometries, centres of gravity, lifting points, working conditions, intended lifting operations, site restrictions, crane requirements, specific regulations or technical specifications supplied, indicated or approved by the customer. For such products, OX & RUD designs, calculates, manufactures and

documents the equipment according to the agreed scope and the information supplied or approved by the customer. The customer is responsible for ensuring that such information is correct, complete, up to date and sufficient.

c) Associated technical services

These include engineering, design, calculations, drawings, repair, modification, inspection, review, recertification, technical assistance, technical documentation, certificates, testing and other related services. The service is limited to the expressly agreed scope. Unless otherwise agreed in writing, any intervention by OX & RUD on equipment does not imply assumption of liability for original design, previous manufacture, history of use, maintenance, storage, previous modifications, third-party repairs or actual conditions of use not verified and accepted by OX & RUD.

2. Quotations, order acceptance and contractual precedence

2.1. Quotations

Quotations issued by OX & RUD are valid for the period stated therein. If no period is stated, they are valid for thirty (30) calendar days from issue. Quotations are based on the information available at the time of issue. Any subsequent change to technical data, quantities, scope, documentation, regulations, testing, certification, packaging, transport or delivery times may result in revision of price, delivery time and conditions.

2.2. Order acceptance

The order must conform to the quotation issued by OX & RUD. Any customer condition that contradicts, modifies or extends the quotation or these conditions shall not apply unless expressly accepted in writing by OX & RUD.

Acceptance is subject to availability of materials, components and production capacity, technical validation, drawing approval where applicable, compliance with payment terms and absence of legal, commercial, technical or export restrictions.

For special or made-to-order products, the order is firm and binding from acceptance by OX & RUD, even if drawings or technical details remain pending, provided that OX & RUD has started engineering, purchasing, planning, manufacturing or project management work.

2.3. Precedence

These conditions prevail over the customer's purchasing terms, even if included in orders, portals, framework agreements, administrative documents or electronic platforms. Failure by OX & RUD to expressly reject customer terms shall not be interpreted as acceptance.

3. Technical information supplied by the customer

3.1. Duty to provide information

For special or made-to-order products, and for any supply whose design, selection, calculation, configuration or use depends on customer data, the customer must provide correct, complete, up-to-date and sufficient information.

Where applicable, this information shall include: actual load weight, centre of gravity, lifting points, geometry, dimensions, working angles, available headroom, crane and site restrictions, intended lifting operation, environmental and storage conditions, intended use, cycles or frequency of use, project regulations or requirements, inspection, testing, certification or documentation requirements, and any condition that may affect design, manufacture, supply, use, safety, maintenance or service life.

3.2. Responsibility for information

The customer is responsible for the truthfulness, accuracy, completeness and sufficiency of the technical information supplied, indicated, approved or confirmed. OX & RUD is not liable for design, selection, calculation, timing, cost, manufacturing, operation, assembly, use or safety errors arising from incorrect, incomplete, insufficient, contradictory, outdated or subsequently modified information supplied by the customer or third parties.

3.3. Subsequent changes

Any change to technical data, scope, requirements, lifting operation, geometry, lifting points, working conditions or applicable regulations after order acceptance must be communicated in writing. OX & RUD may accept or reject the change and, if accepted, revise price, delivery time, design, calculations, documentation, tests or certifications.

4. Design, calculations, drawings and technical validation

4.1. Design and calculation

OX & RUD shall design and manufacture according to the agreed scope, available information, applicable regulations where relevant, its internal technical criteria and the conditions accepted in the quotation or order confirmation. Standard products are governed by OX & RUD designs, capacities, load tables, limits of use and documentation. Made-to-order products are calculated and designed according to the information supplied or approved by the customer.

4.2. Drawings and customer approval

Where approval drawings or prior technical documentation are required, the customer must review and approve them or comment in writing within the indicated period. Customer approval implies acceptance of dimensions, geometry, configuration, scope, interfaces, requirements and conditions reflected therein, without prejudice to OX & RUD's liability for manufacturing defects directly attributable to OX & RUD.

4.3. Scope of technical validation

OX & RUD technical validation is limited to the equipment supplied and the contracted scope. Unless otherwise agreed in writing, OX & RUD does not validate the suitability of the crane, supporting structure, load anchoring points, load strength, overall lifting stability, complete lifting method, customer's auxiliary means, elements not supplied by OX & RUD or actual conditions of use not communicated.

5. Applicable regulations, CE marking, documentation and certificates

5.1. Applicable regulations

OX & RUD shall manufacture and supply according to the regulations applicable to the equipment type, contracted scope, intended use and destination market communicated by the customer. Where applicable, equipment may be subject to European machinery legislation, CE marking, harmonised standards, lifting equipment technical standards, industrial safety requirements, occupational safety regulations or project-specific requirements.

5.2. CE marking and declaration of conformity

Where the equipment is subject to legislation requiring CE marking, OX & RUD shall issue the corresponding conformity documentation for the supply scope and intended use communicated. Any subsequent modification, integration, change of use, change of lifting operation or use outside instructions may affect conformity and shall be the responsibility of the customer, integrator or end user, unless expressly validated in writing by OX & RUD.

5.3. Certificates and additional documentation

Material certificates, 3.1 certificates, test reports, load certificates, third-party inspections, DNV documentation, quality dossiers, ITP, FAT, welding records, painting documentation, extended traceability or other special documents are included only if expressly stated in the quotation or confirmation. Subsequent requests may have additional price and delivery time and depend on actual availability.

6. Scope of supply

6.1. Included scope

The supply is exclusively that described in the quotation, order confirmation, contract or documentation accepted by OX & RUD. Any item, service, test, certificate, transport, special packaging, assembly, supervision, installation, training, third-party inspection, lifting operation validation or additional documentation not expressly included is excluded.

6.2. Excluded items

Unless otherwise agreed in writing, the following are excluded: transport, unloading, lifting means, cranes, assembly personnel, site assembly, site supervision, complete lifting operation validation, lifting elements not specified, slings, shackles, chains, accessories or consumables not included, special tests, special certifications, reinforced, maritime or special packaging, special treatments or paint, non-standard documentation, translations, training, subsequent recertifications and periodic inspections.

7. Prices, taxes and payment terms

7.1. Prices

Prices are those indicated by OX & RUD. Unless otherwise stated, prices are in euros and exclude VAT, taxes, duties, transport, insurance, special packaging, additional certifications, third-party inspections and costs not expressly included. OX & RUD may revise prices due to scope changes, technical requirements, quantities, customer delays or relevant cost variations.

7.2. Taxes and expenses

Taxes, duties, import costs, bank charges, customs clearance, insurance, permits, local approvals or destination-related costs are borne by the customer unless otherwise agreed in writing.

7.3. Payment terms

Payment terms are those stated in the quotation, confirmation, contract or invoice. OX & RUD may require advance payments, milestone payments, guarantees, bank confirmation, credit insurance or other reasonable measures. Failure to pay entitles OX & RUD to suspend manufacture, withhold deliveries, suspend services, modify deadlines, cancel pending orders and claim amounts, interest, costs and damages.

7.4. Retention of title

Until full payment, OX & RUD retains title to the products to the extent permitted by law. The customer may not sell, transform, assign, encumber, use as security, export or dispose of unpaid products without express authorisation, except in the ordinary course of business and without prejudicing OX & RUD's rights.

8. Delivery times

8.1. Nature of delivery times

Delivery times are estimated unless expressly agreed as firm and binding in writing. The delivery time starts only once all conditions are met: order acceptance, advance payment if applicable, drawing approval, complete technical information, scope definition, material availability and resolution of technical comments.

8.2. Extension of delivery times

Delivery times may be extended due to customer delays in providing information, approving drawings, paying, defining conditions, releasing inspections, organising transport, confirming documentation or changing scope, as well as force majeure, supplier delays, lack of materials, logistics problems, export restrictions, labour incidents, breakdowns or circumstances beyond OX & RUD's reasonable control.

8.3. Delay penalties

No penalties, compensation, discounts, stoppage costs, crane, personnel, site, production or other delay-related losses apply unless expressly accepted in writing by OX & RUD.

9. Transport, packaging, risk and paint damage

9.1. Transport

Unless otherwise agreed, transport is not included and is at the customer's cost and risk. If OX & RUD arranges transport for the customer, it does so as an ancillary service and assumes no liability as carrier, freight forwarder, logistics operator or insurer, unless damage is directly attributable to wilful misconduct or negligence by OX & RUD.

9.2. Basic standard packaging

OX & RUD may provide, at the customer's request, basic standard packaging at reduced cost, invoiced per order where applicable. This packaging facilitates ordinary handling and transport but has limitations and does not guarantee reinforced protection against impacts, scratches, humidity, maritime environment, long storage, intensive handling, special, complex international or multimodal transport, or aggressive conditions.

9.3. Reinforced, maritime or special packaging

If the customer requires reinforced, maritime, special, long-term, anti-corrosion packaging, additional paint protection, export, container, air or sea transport packaging, outdoor storage protection or higher protection, it must be expressly requested before order acceptance. It shall be quoted and invoiced separately.

9.4. Paint and cosmetic damage

The customer accepts that industrial equipment may suffer rubbing, marks, minor impacts, scratches, paint chips or paint damage during transport, handling, unloading, storage or use. OX & RUD is not liable for cosmetic or paint damage where basic packaging has been used or where the damage is not directly attributable to OX & RUD. Cosmetic damage not affecting safety, load capacity, functionality or essential conformity shall not entitle the customer to reject the supply, suspend payment or claim damages.

9.5. Transfer of risk

Unless otherwise agreed, risk passes to the customer when the products are made available to the customer, carrier or designated collection person.

10. Cancellation, suspension or modification of orders

10.1. Binding nature

Accepted orders are binding. For special, customised, made-to-order, modified, specifically configured or not easily resalable products, the order is firm from acceptance by OX & RUD.

10.2. Cancellation by the customer

If the customer cancels, suspends, postpones or modifies an accepted order, OX & RUD may invoice all costs, work, commitments and losses arising, including purchased or committed materials, components, engineering, design, calculations, drawings, planning, manufacturing hours, subcontracting, tests, certifications, inspections, treatments, painting, packaging, finished or partial products, administrative costs, supplier cancellation costs, financial costs, storage and any reasonably associated cost.

10.3. Finished or partially manufactured product

If the product is finished or at an advanced stage, OX & RUD may require full or proportional payment, plus storage, maintenance, handling, financing or transport costs.

11. Inspection, receipt and acceptance

11.1. Inspection upon receipt

The customer must immediately inspect quantities, apparent condition, documentation, references, visible damage and general conformity. Any visible defect, transport damage, missing packages or incident must be notified in writing to OX & RUD and the carrier, with documentary evidence.

11.2. Acceptance

Use, installation, integration, commissioning, resale, handling, modification, full or partial payment or failure to claim within a reasonable period implies acceptance of the supply, without prejudice to warranty for hidden manufacturing defects under these conditions.

11.3. Rejection of supply

The customer may not reject a supply due to minor defects, cosmetic or paint damage, non-functional differences or remediable incidents that do not substantially affect safety, capacity, functionality or essential conformity. OX & RUD may examine the equipment and repair, replace, complete documentation or adopt a reasonable corrective measure.

12. Correct use, maintenance and periodic inspections

12.1. Use according to instructions

The customer and end user must use products according to instructions, manuals, load tables, marking, technical documentation, limits of use, applicable regulations and good practice. Use above working load limit, outside permitted angles, with unplanned lifting points, unconsidered operations, unstable loads, different centres of gravity, unsuitable accessories or unvalidated conditions is prohibited.

12.2. Maintenance and inspections

The customer is responsible for maintenance, reviews, periodic inspections, pre-use checks, preservation, cleaning, corrosion protection, suitable storage and withdrawal from service where appropriate. Lack of maintenance, inspection, preservation or use by unqualified personnel excludes warranty and OX & RUD liability.

12.3. Storage

The customer must store products properly to avoid corrosion, deformation, impacts, paint deterioration, contamination, humidity or aggressive exposure. OX & RUD is not liable for damage from inadequate storage, environmental exposure, unintended outdoor use or lack of preservation.

13. Warranty

13.1. Warranty period

OX & RUD warrants its products against manufacturing defects for twelve (12) months from delivery, unless otherwise agreed in writing. The warranty is limited exclusively to manufacturing defects directly attributable to OX & RUD.

13.2. Warranty scope

Within the warranty period, if the defect has been properly notified, OX & RUD may choose to repair the product, replace the defective part, replace the product, correct documentation or adopt another reasonable technical solution. The warranty does not automatically grant termination, refund, compensation, penalty, complete replacement, suspension of payment or indirect costs.

13.3. Warranty procedure

The customer must notify the incident in writing as soon as detected, providing photographs, serial number, order, delivery date, description of use, working conditions, maintenance, inspections and any requested information. OX & RUD may request return of the allegedly defective product, part or component to its facilities, inspection at its facilities or the customer's, third-party inspection, additional documentation or immobilisation until the cause is determined. Shipment to OX & RUD does not imply warranty acceptance or acknowledgement of liability.

13.4. Transport costs and expenses related to warranty claims

Transport, packaging, dismantling, assembly, handling, crane, personnel, travel, immobilisation, inspection, testing, storage or any other cost related to a warranty claim shall initially be borne by the customer, unless otherwise agreed in writing.

OX & RUD shall only assume or reimburse costs previously accepted in writing by OX & RUD and only where, after technical inspection, it expressly confirms that the incident results from a manufacturing defect directly attributable to OX & RUD and covered by the warranty. If the incident is not covered or results wholly or partly from misuse, overload, unplanned operation, lack of maintenance or inspections, inadequate storage, unauthorised modification, third-party repair, incorrect or incomplete customer information, transport, handling, normal wear or any cause not attributable to OX & RUD, all costs are borne exclusively by the customer.

Receipt, review or analysis by OX & RUD does not imply warranty acceptance, acknowledgement of defect or obligation to assume costs until OX & RUD issues a technical assessment and expressly accepts the warranty in writing.

13.5. Period after intervention

Repair, replacement or warranty intervention does not extend the original warranty period unless otherwise agreed in writing.

14. Warranty exclusions

Warranty excludes defects, damage, breakdowns, deformation, cracks, corrosion, wear, functional failures, cosmetic damage or incidents resulting from normal wear, corrosion, misuse, overload, unplanned operations, use outside instructions, load tables, marking or limits, non-permitted angles, unplanned lifting points, different centres of gravity or loads, lack of maintenance or inspections, use by untrained personnel, inadequate storage, impacts, falls, unauthorised modifications, third-party repairs, unauthorised welding, machining, drilling, cutting or adaptations, integration with unvalidated equipment, transport damage not attributable to OX & RUD, paint damage due to basic packaging, transport, handling, unloading, storage or use, uncommunicated aggressive environments, incorrect technical information, unvalidated changes, force majeure or third-party intervention.

It also excludes consumables, wear parts, surface treatments, paint, signs of use, scratches, cosmetic damage and third-party components subject to their own warranties, unless directly attributable to OX & RUD.

15. Repairs, modifications and recertifications

15.1. Repairs and modifications

Any repair, modification, adaptation, welding, machining, replacement of components, structural intervention or change of use that may affect safety, capacity, conformity, documentation, marking or warranty must be previously authorised by OX & RUD. Unauthorised interventions may void warranty, documentation, marking and OX & RUD liability.

15.2. Recertifications

Recertification is limited to the contracted scope and checks actually performed. Unless otherwise agreed in writing, it does not imply that OX & RUD assumes responsibility for original design, previous manufacture, history of use, maintenance, storage, previous repairs, third-party modifications, previous overloads, hidden damage or unverified actual conditions.

15.3. Old or third-party equipment

For old, used, previously repaired, modified or third-party equipment, OX & RUD liability is limited to the specific work performed and accepted scope. OX & RUD may refuse work if information is insufficient, risks are unacceptable, safety cannot be guaranteed or the scope is technically unfeasible.

16. Limitation of liability

16.1. Direct liability

OX & RUD liability is limited to direct and proven damage caused by manufacturing defects directly attributable to OX & RUD within the supply scope and these conditions. Unless mandatory law requires otherwise, total liability shall not exceed the amount actually paid for the specific product or service giving rise to the claim.

16.2. Exclusion of indirect damage

OX & RUD is not liable for indirect damage, loss of profit, production, benefits, contract, opportunity or use, site or factory stoppages, third-party penalties, crane, personnel, assembly, dismantling, transport, temporary replacement, rental or financial costs, third-party claims or other consequential or special damage.

16.3. Specific exclusions

OX & RUD is not liable for consequences arising from incorrect customer information, use outside validated scope, use contrary to instructions, overload, unplanned operations, lack of maintenance or inspections, unauthorised modifications or repairs, integration with unvalidated equipment, technical decisions by customer or third parties, uncommunicated actual conditions, transport damage or delays not attributable to OX & RUD, or acts or omissions of carriers, operators, assemblers, users, customer subcontractors or third parties.

17. Intellectual property, drawings, calculations, designs and know-how

17.1. OX & RUD ownership

All designs, drawings, calculations, tables, manuals, configurators, software, manufacturing methods, technical solutions, know-how, technical documentation, studies, proposals, sketches, models, prototypes, bills of materials, procedures and developments prepared, used or supplied by OX & RUD are the exclusive property of OX & RUD unless otherwise agreed in writing.

17.2. Limited use by customer

Delivery of quotations, drawings, calculations, manuals, data sheets, certificates or documentation does not imply transfer of intellectual or industrial property, know-how, reproduction, manufacturing or exploitation rights. The customer may use documentation only for use, installation, maintenance, inspection, operation or management of the supplied product. Copying, reproducing, manufacturing, having manufactured, modifying, commercialising, disclosing to third parties, using for reverse engineering or registering rights over OX & RUD solutions is prohibited without written authorisation.

17.3. Special products

Development of a special product for a customer does not grant that customer ownership of the design, calculation, technical solution, manufacturing method, documentation or know-how generated by OX & RUD, unless otherwise agreed in writing. OX & RUD may use its experience, criteria, general solutions, components, methodologies and know-how in other projects while respecting the customer's specific confidential information.

18. Confidentiality

The parties shall keep confidential any technical, commercial, financial, strategic, documentary or business information received from the other party that is not public or should be considered confidential. The customer may not disclose OX & RUD drawings, calculations, quotations, prices, discounts, technical documentation, design solutions, manufacturing information, manuals, non-public certificates or other information without written authorisation. The obligation continues while the information is not public through no fault of the receiving party.

19. Regulatory compliance, sanctions, export and restrictions

19.1. Regulatory compliance

The customer shall comply with applicable regulations on industrial safety, occupational safety, import, export, sanctions, product control, end use, customs, taxation, data protection, anti-corruption and any regulation applicable to supply, destination, use or resale.

19.2. Export and end use

The customer shall inform OX & RUD of destination country, end user, final application and legal, documentary or export requirements. OX & RUD may reject, suspend or cancel orders due to restrictions, sanctions, prohibitions, misuse risks, lack of information or regulatory or reputational risk.

19.3. Resale

In resale, distribution, integration or export, the customer is responsible for destination-country regulations, including import, marking, language, documentation, safety, certification, commissioning and end use, unless expressly included in the scope accepted by OX & RUD.

20. Data protection

Where personal data is processed, the parties shall comply with applicable data protection regulations. OX & RUD may process professional contact data of the customer, employees, representatives or collaborators to manage quotations, orders, deliveries, invoicing, technical service, warranties, professional commercial communications and legal obligations. The customer warrants that data supplied has been lawfully obtained.

21. Force majeure

OX & RUD is not liable for breaches, delays, suspensions or impossibility due to force majeure or circumstances beyond its reasonable control, including war, conflicts, riots, strikes, pandemics, fires, floods, disasters, administrative restrictions, sanctions, embargoes, energy crises, supply shortages, logistics disruption, supplier delays, transport problems, customs restrictions, cyberattacks, system failures, industrial accidents or other unforeseeable or unavoidable circumstances.

In such cases, OX & RUD may extend deadlines, temporarily suspend, make partial deliveries, modify conditions or terminate the order without compensation when performance becomes impossible, excessively burdensome or not reasonably demandable.

22. Governing law and jurisdiction

These conditions and the contractual relationship are governed by Spanish law. For any dispute, the parties submit to the Courts and Tribunals of Barcelona, waiving any other venue, unless mandatory law provides otherwise. Before legal action, the parties shall seek in good faith to resolve the dispute by direct negotiation within a reasonable period.

23. Language and precedence of versions

These conditions are initially drafted in Spanish. In the event of translation, the Spanish version prevails unless OX & RUD expressly accepts another language version in writing. Translations are for information or commercial purposes unless otherwise agreed.

24. Final provisions

24.1. Partial invalidity

If any clause is null, invalid or unenforceable, the rest remains valid. The parties shall replace the clause with a valid clause closest to the economic, technical and legal purpose.

24.2. No waiver

Failure by OX & RUD to exercise any right, action or power does not constitute waiver.

24.3. Amendment

OX & RUD may amend these conditions. The applicable version is the one in force when the quotation is issued or the order accepted, unless otherwise agreed in writing.

24.4. Entire contractual framework

These conditions, together with the quotation, order confirmation, approved drawings, accepted technical documentation and any specific written agreements, constitute the contractual framework for the supply. Any modification, exception or special condition must be in writing and expressly accepted by OX & RUD.

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The Customer states 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 OX&RUD, unless the parties agree in writing on different specific terms or a new applicable version.

Signing this document, accepting a commercial offer, issuing a written order, or receiving an order confirmation that incorporates or references these GTC shall constitute full and unreserved acceptance thereof by the professional or business Customer.

OX & RUD LIFTING SOLUTIONS, S.L.	The Customer
Name and Position:	Name and Position:
Signature:	Signature:
Date:	Date: