

## GENERAL CONDITIONS

The acceptance and signature of an order or quotation with JUBOPADEL INTERNATIONAL, S.L., hereinafter JUBOPADEL, implies the acceptance of the following terms and conditions:

**Price:** Every JUBOPADEL project is different and is adapted to the needs and requirements of the client, therefore we do not have a standard price list. JUBOPADEL will issue a written and personalized quote adapted to the client's requirements.

Prices may be updated based on new rates for manufacturing or supplying raw materials for turf, glass and metal. JUBOPADEL will communicate the possible update of prices (up or down) of the corresponding manufacturers to the Client, at least, 30 days in advance of the manufacturing date without pre-judice to the Client's ability to terminate the contract, without any penalty for the parties involved in this order.

**Orders:** Order confirmation only occurs once the quote has been approved and signed by both the customer and by Borja Periañez Llopis - CEO of JUBOPADEL INTERNATIONAL, S.L. and when the initial deposit has been received in JUBOPADELs bank account.

**Changes/modifications:** At the customer's request, JUBOPADEL will review and try their best to make changes to an already processed order but the possibility to make changes to the original order always depends on the status of the order within the production chain. Any changes are subject to a possible additional cost and any changes must be approved in writing and signed by both parties, the client and JUBOPADEL.

**Payment:** Once the quotation/order has been approved, the customer must make a payment of 50% of the order value within 3 days from the date of the signed quotation/order. The second payment, the remaining 50%, must be received in the bank account of JUBOPADEL before the goods are loaded at the JUBOPADEL warehouse. Please consider that bank transfers made from other countries can take several days to reach the account of JUBOPADEL.

Considering that JUBOPADEL establishes a global timetable for the manufacturing of all padel courts based on the payment dates established in the contract we have with each customer, if the customer is delayed in any of its payments, JUBOPADEL would have the right to establish a new date for manufacturing and delivery of the courts according to the updated availability for production at the time the payment reaches our account. If the customer does not agree with the new date proposed by JUBOPADEL, at the request of the customer the contract could be cancelled and JUBOPADEL would return the part previously paid by the customer except for all the material already supplied to the customer, the customized parts already manufactured up to the time of cancellation, in addition to storage costs and also commercial management cost (up to 5% of the total project), administrative management cost (up to 7% of the total project) and production management cost (up to 8% of the total project), the latter three management costs depending on the progress of the production process.

### VAT:

- EU Community customers: In accordance with the European legislation in force, if the customer does not provide a valid intra-Community VAT number, JUBOPADEL will add 21% tax to the invoice based on the value of the project.
- Non-EU Community customers: No tax will be added to the invoice, but the customer will be responsible for the payment of tariffs, import duties or any other tax applicable in the country of destination of the goods.

**Storage prior to transport:** If the customer does not make the corresponding payment prior to the material shipment once JUBOPADEL has manufactured the padel court/s, JUBOPADEL commits to store the padel court/s for a maximum period of 2 months.

The storage costs are 10€ per court for each calendar day from the day scheduled for shipment or loading until the moment that JUBOPADEL receives the corresponding payment, at which time the material for shipment and storage responsibility will be released.

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Client
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Having passed the period of 2 months without reaching any agreement on the payment of the pending amount, JUBOPADEL reserves the right to sell the material to another client, deducting from the amount prepaid by the debtor client all the costs that JUBOPADEL would have assumed for the customization of the padel court/s, in addition to storage costs and also commercial management cost (up to 5% of the total project), administrative management cost (up to 7% of the total project) and production management cost (up to 8% of the total project), the latter three management costs depending on the progress of the production process.

**Transport:** JUBOPADEL maintains a close collaboration with different logistics service providers that ensure the correct shipping and delivery of its goods. Once the goods are loaded at the JUBOPADEL warehouse in Beniarbeig 03778 (Spain), we provide the customer with an estimated date of arrival which we update daily. However, there may be several unforeseen circumstances that are out of JUBOPADEL's control that may cause a delivery delay. JUBOPADEL is not responsible for any additional costs that such a delay may cause.

An optimized load includes 3 padel courts, which means that any large project will require several trucks and different loading and unloading dates. In this case, JUBOPADEL cannot guarantee that all deliveries are made on the same day, although we will try our best to meet the client's needs. This could lead to extra expenses that would be charged to the customer.

**Responsibility of the goods:** JUBOPADEL is responsible for the goods up to the destination or point of delivery/unloading of the goods. Once the goods arrive at the unloading point and before the unloading starts the responsibility of the goods is transferred to the customer. JUBOPADEL strongly recommends that the customer insures the unloading to be covered in the event of any damage to the goods or accidents during the unloading process.

**Unloading:** Unloading the goods from the truck is the responsibility of the customer. JUBOPADEL sends an individualized manual to each customer, as well as photographs of the courts on the truck and a verification manual to guide and facilitate the unloading (in case of any questions you can contact the JUBOPADEL customer support team). Following this information will facilitate the unloading process and minimize potential risks. The use of suitable unloading equipment is essential and a crane that can lift and handle goods weighing at least 2000 kg is necessary to move the material from the truck to the unloading site. All the material needs to be placed where the padel court is going to be installed, so that the installers can handle the material by hand without having to rehire machinery. In case the customer has not duly unloaded the goods in the area where the padel court will be installed, it will be at the customer's own risk, expense and responsibility to rehire machinery to move the material and place it in the correct area, according to the JUBOPADEL instructions.

**Licenses:** The customer or owner is solely responsible for complying with all legal and administrative requirements as well as obtaining the relevant and necessary permissions, authorizations and licenses for the development of the project and the installation of the padel courts, exonerating JUBOPADEL from any liability that may arise from the client having failed to do so.

**Base preparation:** The client agrees to build the base where the padel court will later be installed following the instructions and recommendations given by JUBOPADEL, respecting the materials, measurements, as well as the characteristics and resistance of the reinforced concrete where the metallic structure will be anchored.

JUBOPADEL cannot be held responsible for damages caused to any element buried in the concrete base (pipe, cable, etc.) that interferes with the installation of the anchors. JUBOPADEL cannot be held responsible for the failure of the anchors, as well as any breakage, technical or aesthetic defect caused by a deficient construction of the base and foundation.

The client undertakes to prepare the base and the electrical connections and wiring for the light floodlights before the JUBOPADEL team of installers begins the installation to avoid any delay in the development of the project / installation. Any extra expenses caused by the delay and affecting the work of our installers will be invoiced to the client.

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**Installation:** The price of the installation is based on a standard installation of our padel courts, with free workspace calculated at a rate of:

- 3,5 days per VISION, or PANORAMIC or SUPER PANORAMIC indoor courts,
- 4,5 days per INFINITY or INFINITY MAX indoor court, and
- 5,5 days per INFINITY XTREM indoor court.

In the case of outdoor court installation, an extra day of work will be required for all models.

The client will be responsible for:

- Unload and position the goods in the proper and safe place (as explained in the unload manual).
- Guarantee good environmental conditions and a high level of lighting to be able to work.
- Bathrooms, access to drinking water and electrical connection at the installation place.
- Qualified electrician, pull electricity wires through the structures, make the pertinent connections and issue the electrical safety bulletin.
- Container or nearby space no more than 20 meters away for dumping construction waste.
- Exactly delimit the position of the padel court, either with drawings or by marking the courts on the installation base.
- Cleaning of the padel courts and glass after installation.
- Support the installation team, at least during the first day of installation work (recognition of the installation site) and the last day of work (explanation of the maintenance process and signing the installation quality control certificate).

Materials other than those of the padel court may not be stored in the installation area, nor can other people other than JUBOPADEL workers can interfere in the installation area. Any delay in the installation for reasons beyond the control of JUBOPADEL, will be immediately reported to the client, and the client must assume the responsibility of solving it, as well as any extra cost that may have been caused by it.

Considering that JUBOPADEL establishes a global timetable for the installation of padel courts based on the dates provided in the contract we have with each customer, if the customer wants to make a change to the installation date, he must notify JUBOPADEL in writing at least 2 weeks before the start of the installation, so that JUBOPADEL can re-arrange the installation work without any extra cost for the client.

If the customer communicates the change of date for the installation less than 2 weeks before the start of the installation and if JUBOPADEL has already paid for travel expenses, hotel reservations, air tickets or any other expense related to the installation, JUBOPADEL would be entitled to claim these expenses from the customer (except for refundable expenses) and not begin the installation of the padel courts until the total expenses have been paid for. If the customer does not agree with the total cost of expenses to be paid, at the request of the customer the contract could be cancelled and JUBOPADEL will reimburse the money to the customer according to the payment policy previously defined in the "Payment" section. In any case, the new installation date must be accepted by both the customer and JUBOPADEL.

The customer will be informed right away and given the opportunity to make the necessary repairs if the concrete base is not in good installation condition upon arrival of the installation team at the installation site. The afore mentioned process will also be applied if any of the safety and sanitary conditions do not meet our standards. If for any of these reasons it is not possible to begin or continue the installation work, JUBOPADEL may return the installation team and charge the customer for any additional costs that may be incurred. These additional costs may include additional days of work as well as additional travel, allowances, and accommodation expenses. The installation work won't resume until the customer has paid these additional expenses.

**Flights, accommodation and food allowance:** Generally, JUBOPADEL will be responsible and will include these expenses in the contract, but if exceptionally it is agreed that the client takes charge and responsible for flights, accommodation and/or food allowance, the following will be taken into account:

- The client will not be able to hire a low-cost airline and must also hire the luggage bags always following the JUBOPADEL indications. In any case, the choice must be approved by JUBOPADEL.

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- The hotel or lodging house must comply with a minimum of comfort and hygiene sufficient to guarantee the well-being and rest of the installers, taking as an example the standards set by the Holiday Inn hotel chain. In any case, the choice must be approved by JUBOPADEL.
- The daily food allowance budget will be agreed with JUBOPADEL, taking the average expenditure of daily food allowance budget for a highly qualified worker who also performs physical activity throughout the day.

In case of not following the indications or minimum conditions established, JUBOPADEL will immediately assume the management and will have full right to demand payment from the client. In addition, JUBOPADEL may stop the installation of the padel courts until the extra expenses have been paid by the client.

**Weather conditions:** Atmospheric phenomena such as rain or snow (not intense) do not pose a problem when installing metal structures, but they do affect the installation of the glass, causing its surface to become slippery, which represents a significant risk to the safety of the material and of our workers.

Both rain and snow does not allow the artificial turf from being installed, especially when gluing and filling the turf with the silica sand. Likewise, temperatures below 10° C make it impossible to install artificial grass under normal conditions, so if the client knows that the temperature will be lower than 10° C, he/she should inform JUBOPADEL before the padel court is shipped, so that JUBOPADEL can send the appropriate installation material.

The customer will be responsibility to guarantee good environmental working conditions for JUBOPADEL installers and, in the event of extreme cold or heat, the management of JUBOPADEL may authorize the stoppage of the installation work. responsibility to guarantee good environmental working conditions for JUBOPADEL installers and, in the event of extreme cold or heat, the management of JUBOPADEL may authorize the stoppage of the installation work.

JUBOPADEL is firmly committed to meet the installation times agreed for each project, but in the case of outdoor installations the weather conditions greatly condition the compliance with the deadlines, and the strict compliance with the deadlines cannot be guaranteed despite the good faith and total availability of JUBOPADEL. Therefore, JUBOPADEL will not be responsible for any delays, loss of income, etc. due to adverse weather conditions during the installation of outdoor courts.

**Force majeure:** JUBOPADEL shall not be liable for delays or errors caused by circumstances beyond its control, such as accidents or delays in transport, national emergencies, strikes, fire, floods, catastrophes, pandemics, acts of authority exercised by public officials, war, riots or loss of communication or energy supply.

In the event that any cause of force majeure affects the installation teams, JUBOPADEL will take reasonable steps to minimize service interruptions, but shall have no responsibility in this regard.

**Guarantee:** Our courts come with a guarantee, which is subject to the proper use and appropriate maintenance according to the instructions included in the user and maintenance manual. The customer has read, understands, and commits to its strict compliance.

To complete the complete padel court kit, JUBOPADEL carries out a strict quality control based on more than 25 years' experience by which it selects and markets the best materials, such as turf, glass, lighting, nets, etc. In any case, both the guarantee and the responsibility for these materials must be assumed by the corresponding manufacturer, although JUBOPADEL will take the necessary steps to address any customer claim. In case of doubt, the client can always contact JUBOPADEL.

**Copyright and intellectual property:** During the planning and development stages of the project, JUBOPADEL will send information to the client such as quotations, photographs of the materials, unloading manuals, etc. All this material is the property of JUBOPADEL and may not be redistributed.

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