

General Conditions of Contract (GCC)

Platforms and grandstands rental

1 General conditions

- 1.1 The following General Rental Conditions shall apply to all present and future rental contracts.

In case of contradiction between the General Conditions and the Special Conditions of each contract, the latter shall prevail over the former.

- 1.1 The offers of **Nussli, México, S. DE R.L. DE C.V.** (hereinafter referred to as NUSSLI or the lessor) shall always be understood as non-binding offers. By means of a verbal or written notice of order, the Customer (hereinafter referred to as Lessee or Customer) shall express their willingness to enter into a rental contract on a binding basis. The lessor shall have the right to accept such contract offer within two weeks after receipt. The contract shall be concluded upon confirmation of the order in writing by the lessor, provided that no written contract has been concluded in any other way.

2 Scope of services / Conditions of service / Quality of services, plans

- 2.1 The items and parts that NUSSLI makes available to the Customer for lease are the exclusive property of NUSSLI. Said material may not be subject to seizure, since they are rented with special and express reservation of title. The Customer must inform in a reliable and unequivocal manner any third party of this circumstance, especially any creditor who initiates actions against their assets, as well as the Judge and the Bankruptcy Administration in the event of an Insolvency Proceeding.
- 2.2 The Customer expressly and irrevocably undertakes not to transfer the material to a construction site other than the one for which it was rented. The contravention of this point is cause for suspension and/or termination of the contract, at the free decision of NUSSLI.
- 2.3 NUSSLI expressly reserves the right to withdraw from any customer and from any construction site those materials and equipment owned by NUSSLI, whether leased or not, which are defective in quality, whether in origin, due to misuse or any other cause, and, therefore, may cause safety problems, according to NUSSLI's reasonable judgment. For this purpose, NUSSLI may mark such equipment with paint or in any other manner it deems necessary or convenient. NUSSLI shall replace such equipment as soon as possible. This right is based on reasons of prudence and responsibility, and does not suspend or reduce the accrual of equipment rental.
- 2.4 NUSSLI assumes no responsibility in relation to the preparation and compaction of the ground, nor in relation to the corresponding works of study and adequacy of it for the correct transmission of the loads of the structures that make up NUSSLI's systems. Such actions are not the purpose of the rental contract, nor are they included among the obligations inherent to the lessor and, therefore, it shall be the Customer's responsibility to ensure their performance and technical correctness to NUSSLI. The Customer exempts NUSSLI from any liability for the lack or inadequacy of such studies and work on the ground, including vis-à-vis any third party.

- 2.5 The lessor's services in terms of quantity, size, quality, function and other characteristics shall correspond to the stipulations of the contract and shall also comply with the technical and legal requirements, in particular with environmental and accident prevention standards and provisions.
- 2.6 The plans attached to the Offer prepared by NUSSLI are provisional, indicative and non-binding and are not valid for assembly. These plans have been drawn up on the basis of the information received from the Customer and, therefore, it shall be the Customer's responsibility to verify that the location and characteristics of the construction site correspond to those shown on the plans. Only those plans drawn up by the lessor that are expressly defined as binding and included as part of the contract shall be binding, with the written acceptance of them by the lessee.
- 2.7 In case of award of the Offer, the final assembly plans (if made by NUSSLI) must be approved by the Health and Safety Coordinator of the construction site or, failing this, by the Site Management prior to the start of assembly. The Customer must manage such approvals and signatures, under their responsibility, in agreement with NUSSLI.
- 2.8 The Customer is responsible for all warning signs, as well as for adequately delimiting the work area by means of physical items that prevent access to the danger zone.
- 2.9 Notices of required revisions and services to NUSSLI for the work shall be requested by the Customer, in writing, at least 5 working days in advance. The notices shall be complete and shall be given only once, unless expressly contracted otherwise, in which case they shall be reflected in the special conditions.
- 2.10 Time spent commuting shall be counted as hours worked.
- 2.11 NUSSLI reserves the right to subcontract third parties to render any services that may arise from the contract.
- 2.12 NUSSLI reserves the right to install two 1x6 meter vertical banners with its company logo on the construction site.
- 2.13 The Customer is responsible for the surveillance and maintenance in service of the leased material and equipment and, in particular, for ensuring that the installed structures are not tampered with, modified, unmoored or weakened, in which case all warranties provided by NUSSLI shall be null and void.
- 2.14 The grounding of the auxiliary equipment, if necessary, shall be at the Customer's expense and under the supervision of the Technical Management of the Work.
- 2.15 The customer shall be exclusively responsible for providing the auxiliary means necessary for the assembly and disassembly of NUSSLI's systems, such as:
- 2.15.1 Security personnel.
- 2.15.2 Signaling and beaconing.
- 2.15.3 Construction site supervision.

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- 2.15.4 Preparation and compaction of the ground.
- 2.15.5 All masonry work and assistance, as well as the opening of swiddens, holes, drills, etc.
- 2.16 Designs, plans, images and diagrams prepared by the lessor are not binding. The sole purpose of these items is to provide the lessee with an overview of the various NUSSLI's systems and their possible uses.
- 2.17 The lessor reserves all industrial and intellectual property rights on all drawings, plans, illustrations, designs and schemes created by them, except for those expressly assigned to the customer in the contract.
- 3 Delivery, assembly and disassembly deadlines**
- 3.1 In the event that an expressly agreed delivery deadline for the leased asset is exceeded, the lessee shall be entitled to grant the lessor a reasonable additional period and, upon expiry of such additional period, to withdraw from the contract by written statement. In the event of late delivery, the lessee waives the right to claim any compensation or compensation for damages, unless the lessor has acted with intent or gross negligence. The lessee shall not be liable in the event of delays in delivery due to force majeure and due to circumstances beyond their control that hinder the lessee to a great extent or directly prevent the delivery, in particular due to strikes, lockouts and government interventions, even if such circumstances affect the lessee's suppliers or their subcontractors, and even if certain deadlines and dates have been bindingly agreed upon. In such cases the lessor shall be entitled to postpone the agreed delivery date for the duration of the setbacks plus an appropriate reaction period, or to withdraw from the contract in whole or in part for the part corresponding to the goods not yet delivered. In the event of the aforementioned circumstances, the lessor shall notify the lessee without delay and in writing. This is the only way to avoid such setbacks.
- 3.2 The dates of assembly and disassembly shall be set in due time by the lessor. The lessee shall make available on the fixed date the auxiliary labor necessary for the assembly and disassembly work, as well as loading and unloading. If the auxiliary workers are not available in whole or in part on the fixed date, the lessor reserves the right to extend the assembly and disassembly deadlines or to hire auxiliary personnel directly, charging the lessee the additional costs involved, at their best convenience.
- 3.3 NUSSLI is expressly authorized to display an advertising sign on the leased facilities.
- 3.4 The delivery deadline of the materials to be supplied shall be as agreed by the parties, and the date of receipt of the Contract signed and duly accepted by both parties shall be taken as the starting date of said deadline.
- 3.5 The delivery deadlines shall start to count as long as, in addition to the abovementioned, the final geometry to be solved, as well as all the necessary data, in each case, to be able to define the technical design and the choice of material, are in NUSSLI's possession, with the plans and complete technical documentation signed by the Customer.
- 3.6 Variations made to the original project must be communicated to NUSSLI in writing, either with the modified plans clearly mentioning the variations affecting the structures, platforms or grandstands, or in writing, in both cases unequivocally describing the aforementioned variations, in a dated request signed by the Customer.
- 3.7 Modifications made to the original data that alter the offered solution may lead to changes in the delivery deadlines initially set, as well as in the agreed price. In such case, such variations, once estimated, shall be communicated in writing to the Customer, who shall proceed to their written approval.
- 3.8 NUSSLI reserves the right to modify the final design of the offered solution in order to improve its functionality without compromising its quality.
- 4 Conditions of delivery of material and equipment**
- 4.1 No material shall be delivered unless the Contract (i.e. the Offer, the Special Conditions and these General Conditions) has been accepted in writing, dated and signed, or, as the case may be, the Customer's official order duly signed by the Customer, together with the General Conditions, and accepted by NUSSLI.
- 4.2 The Customer shall provide NUSSLI with a copy of the occupancy permit and/or loading and unloading permit of materials 72 hours in advance, in working days, of the shipment of the transport. Otherwise, any incident, cost and/or penalty under this heading shall be the sole responsibility of the Customer, and NUSSLI may pass on any cost attributed to it for this reason.
- 4.3 The Customer must have a person on the construction site authorized to sign the delivery notes of the material submitted by the carrier or the person authorized by NUSSLI for this purpose, who shall be obliged to write their ID card number, name and surname on such documentation.
- 4.4 This authorized person who signs the delivery notes and the obligatory nature of the data to be provided must be extended to those shipments that the customer carries out by their own means.
- 4.5 Upon arrival of the material at the Customer's facilities, the Customer has 72 hours to verify the delivered items. Any discrepancies must be communicated in writing to NUSSLI within this period. In the event that NUSSLI does not receive any notification or complaint within this period, the list and description of all item(s) mentioned in the delivery note(s) shall be fully valid between the parties.
- 5 Conditions of use of leased material**
- 5.1 The leased equipment shall be installed and used under the conditions, in the manner and for the purposes recommended by the manufacturer, in accordance with the Installation Manual and the Use and Maintenance Manual.
- 5.2 The Customer is obliged to return the materials and equipment in perfect state of conservation and use, in the same mechanical and operative conditions in which they were found at the time of delivery.

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- 5.3 The Customer shall be responsible for any breakage, malfunction, theft or damage that the rented material or equipment may suffer, starting from the delivery of the materials to the Customer, and until the return of them to NUSSLI. And this regardless of the cause, including cases of unforeseeable circumstances, force majeure, extraordinary risks or the acts of third parties.
- 5.4 The Customer shall pay NUSSLI the invoice issued by NUSSLI for the loss of the leased material, in the amount that corresponds to the amount of the rate and the discount agreed in the Offer. Such invoice must be paid within 30 calendar days from the date of issue by bank transfer.
- 5.5 It is strictly forbidden to throw the items that make up the systems from heights.
- 5.6 NUSSLI shall not be liable for any damage, theft or robbery in the property/construction site, which may be caused by non-NUSSLI personnel using NUSSLI's systems as a means of access.
- 5.7 NUSSLI's repair work for any damage to the leased material and equipment that may occur during use by the customer is not included in the lease price and must therefore be additionally budgeted for. Therefore, if during the use of NUSSLI's materials and equipment any incident should occur that requires the intervention of NUSSLI for the repair or modification of them, this shall be properly assessed by both parties prior to any action. The work to be carried out shall be quoted by NUSSLI and must be expressly accepted in writing by the Customer, where applicable.
- 6 Building licenses, permits and authorizations**
- 6.1 The authorizations, permits and licenses necessary for the execution of the works and facilities shall be requested, processed and obtained by the lessee, and the lessee shall be solely responsible for any expenses, fees, taxes or duties that may arise from such acts. NUSSLI assumes no responsibility for any contingencies or effects that may arise from such licenses, permits and authorizations (penalties, prohibitions, modifications, delays, stoppage of work, etc.). The customer shall take care of obtaining any kind of licenses, permits and authorizations, construction management or particular authorizations before the beginning of the assembly tasks. The lessee shall ensure sufficient soil/subsoil strength in the assembly area. Prior to the use of the leased asset by the lessee, the leased asset must be accepted by the competent authority corresponding to the lessee. For the taking-over certificate, the lessor shall make available, if necessary, a trials register (static check), which shall only be used for submission to the competent authority for approval of works. The trials register shall contain a static calculation with verification in original and a trials report issued by the building statics supervisory authority; a work execution authorization and possibly a transfer authorization, as well as the corresponding forms for the taking-over certificate. The lessee shall comply with all conditions imposed in connection with the taking-over certificate. The fees for the taking-over certificate shall be borne by the lessee.
- 6.2 Furthermore, the customer shall be responsible for the installation of any necessary location lights and protective tarpaulins for the installation of material supplied by NUSSLI. Any expenses or taxes that may arise from obtaining the aforementioned licenses and the installation of lights and tarpaulins shall be borne by the customer.
- 6.3 Any penalties that may result from the lack of licenses, authorizations, lights or tarpaulins shall be borne solely by the customer, NUSSLI being expressly excluded from any liability.
- 7 Price**
- 7.1 The contractually agreed prices shall be subject to the corresponding Value Added Tax at the tax rate in force at any given time.
- 7.2 The prices agreed in the rental contract are based on the cost structure at the date of order confirmation. Should there subsequently be further costs that the lessor has been able to prove, or changes in rates, including those of the transport industry, further negotiations between the contractual parties shall be required to adapt the rental prices.
- 7.3 The lessee undertakes to pay the rental price in accordance with the contractual agreement and, if nothing to the contrary has been expressly agreed, to make the payment without deductions as follows: 1/3 upon delivery, 1/3 upon completion of assembly, and the remainder of the rental amount at the latest upon completion of disassembly.
- Once these deadlines have been due, the lessee shall be in default without the need for the lessor to give any notice. For the period during which the lessee remains in default and for the amount owed, the lessee must pay interest for late payment, which is set at the legal interest rate fixed by law plus 2 points. All this without prejudice to the lessor's right to claim damages that the lessee's breach may have caused them.
- 7.4 During the term of the contract, the rental price shall be revised upwards, unilaterally by NUSSLI without prior notice, on January 1 of each year, by an annual % on the current prices equal to the variation of the CPI recorded.
- 7.5 In the case of leases with a term of more than two months, NUSSLI may change the rent if there is a change in the current price list during the term of the rental contract. The rent shall be updated at the new rate in effect in the month following the month in which the modification occurred.
- 7.6 In the event of cancellation of an order by the Ordering Party, NUSSLI shall be entitled to demand lump-sum damages from the Ordering Party amounting to 40% of the agreed payment. If the Ordering Party proves that the damage was less, or if NUSSLI proves that the damage was greater, the compensation for damages shall be adjusted to the correspondingly proven damage.
- 7.7 The lessee shall only be entitled to compensation if their considerations are legally valid or have been recognized by the lessor. The lessor may only exercise a lien if the consideration is based on the same contractual relationship.

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- 7.8 In the event of non-compliance with the terms of payment or the payment plan, the lessor shall be entitled to block access to the leased asset or, if necessary, to dismantle parts of the leased asset. Under no circumstances may the lessor be held liable for the consequences of the leased asset being blocked or rendered unusable.
- 7.9 In the event that standard equipment or, as the case may be, manufacturing and design materials are leased by NUSSLI (as lessor) to the Customer (as lessee), the rate per day of rental stipulated in the Quotation, in the accompanying Schedule of Rates, shall apply.
- 7.10 In the event that the purpose of the contract does not include the assembly, transfer and disassembly of the leased materials and equipment, the rent shall accrue on a calendar day basis, starting on the day the material is made available and ending on the day the material is returned to NUSSLI's warehouses, both days inclusive.
- 7.11 Suspensions in the work or in the use of NUSSLI's material for any reason whatsoever, provided that they are not the responsibility of NUSSLI, shall not interrupt the accrual of the daily rent, whether due to acts of God, force majeure or extraordinary risks.
- 7.12 There shall be no stoppage of rentals of materials on site for reasons of site production, nor for holiday shutdowns. The rents offered are calculated to be applied 365 calendar days a year.
- 8 Remuneration and payment for materials and equipment in case of sale**
- 8.1 The purchase price offered is binding. The purchase price shall be subject to the Value Added Tax in force set forth by law and all shipping costs incurred by NUSSLI.
- 8.2 Payment shall be made by bank transfer due within [30] days from the date of invoice. Once these deadlines have been due, the lessee shall be in default.
- 8.3 Upon expiration of the deadlines set for the fulfillment of payment obligations, the customer shall be in default without NUSSLI having to give any notice. For the period during which the customer remains in default and for the amount owed, the customer shall pay interest for late payment, which is set at the legal interest rate fixed by law plus 2 points. This is without prejudice to NUSSLI's right to claim any damages that the customer's breach may have caused it. Failure to make one or more payments when due or to comply with the payment terms set forth in this Contract shall entitle NUSSLI to take any or all of the following actions at NUSSLI's option: (i) demand cash payment in cash against delivery of materials; (ii) change the date of any outstanding delivery of materials or services, suspend or cancel it; (iii) demand the immediate return of all unpaid materials or remove them from the construction site; (vi) and/or declare the early maturity of any outstanding invoices with immediate effect, without this constituting a breach of contract by NUSSLI.
- 8.4 The customer shall only be entitled to compensation if their counterclaims are legally valid or have been recognized by NUSSLI.
- 8.5 These conditions shall only apply if nothing else has been agreed in the special conditions of the contract or in the Offer (duly accepted through the order confirmation).
- 8.6 Invoices must be paid without withholdings, offsets or deductions of any kind.
- 8.7 Furthermore, and without prejudice to the foregoing, in the event that payment of the invoice is delayed, NUSSLI may demand the payment of all interest and financial expenses provided for in Law 3/2004 on Combating Late Payment in Commercial Transactions or the rule that replaces it, plus the reasonable costs of lawyers and solicitors that the claim of the credit generates.
- 8.8 NUSSLI may apply any payment it receives from the Customer to any of the Customer's outstanding accounts at its discretion.
- 8.9 Invoices must be paid within 30 calendar days from the date of issue of the invoice.
- 8.10 Once the customer has made use of the rented material, the service shall be considered accrued and, consequently, payment shall be obligatory.
- 9 Withdrawals of material and equipment due to non-compliance, both in the case of material for sale or lease**
- 9.1 In case of breach by the Customer of any of the conditions set forth in this Contract, or the non-payment of any of the invoices when due, NUSSLI shall be entitled:
- 9.1.1 to remove the materials covered by the contract from the construction site (whether by way of sale or lease), this clause serving as the Customer's express and irrevocable authorization, not only for the removal of the material, but also for entry into the construction site, premises or place where the materials are located for this purpose.
- 9.1.2 to terminate this Contract immediately, by simply notifying the Customer in writing to this effect.
- 9.2 The Customer shall be fully responsible for any factual or legal difficulties that arise for NUSSLI in the removal of its materials from the construction site, even if caused by third parties to the Customer.
- 10 Use during the rental period**
- 10.1 The leased asset may be used by the lessee only for the contractually agreed purpose in accordance with the basic indications and instructions provided by the lessor, if any, and only within the agreed period.
- 10.2 The lessee guarantees careful treatment of the leased asset. Upon delivery of the leased asset, i.e. its disassembled parts, the lessee shall be fully liable for theft and for damages of any kind that result in a loss of value and are not due to normal wear and tear. The lessee also undertakes to ensure sufficient and reliable surveillance of the leased asset, during the day and in particular during the night hours, from the time it is delivered until it is collected.
- 10.3 The lessee may not start using the mounted item before the lessor has given their written consent.

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11 Purchase

If during the term of the lease or at its termination the lessee decides to purchase all the material, the purchase and sale price of new material in force at the time of purchase shall be applied, with a commercial discount, which at most shall be equivalent to the rent actually paid up to the time of purchase. In any case, this discount shall not exceed the equivalent of six months' rent, unless otherwise expressly agreed in writing in the contract. If the lessee purchaser decides to purchase only part of the material, a different discount may be agreed upon. The transfer of ownership of the materials shall not take place until the agreed price has been paid in full, as title is reserved by NUSSLÍ until the purchaser has fulfilled all payment obligations. Therefore, this purchase and sale is understood to be subject to a resolutive condition, and if the invoice issued under this heading were not paid within 14 days, unless a longer deadline has been expressly set, the purchase and sale would be terminated and the merchandise would continue to be considered leased, for which reason the lessee purchaser would be obliged to pay the rent, according to the rates in force at that time.

12 Warranties

- 12.1 The lessee shall inspect the leased asset immediately upon receipt to check that it is complete and free of defects. Obvious defects must be reported in writing within four days; in case of omission, the leased asset shall be deemed to have been delivered and accepted in accordance with the contract.
- 12.2 In the event of a claim for defects, the lessor shall exercise warranty actions, and may choose to repair or replace the leased asset. In the event that subsequent performance fails, the lessee shall basically have the option to demand a reduction of the rent or cancellation of the rental contract. However, if the breach of contract is minor, in particular in the case of insignificant defects, the lessee shall not be entitled to termination.
- 12.3 The lessor is exonerated from liability for consequential damages for which no intent or gross negligence was involved (e.g. loss of profit, damage due to operational disruption). The lessee must prove the possible fault of the lessor.
- 12.4 The lessor shall not be liable for the labor provided by the lessee or the operator (including accidents and their consequences). This shall not apply if, contrary to Paragraph No. 2 of the General Conditions of Contract, this labor force has been involved in the assembly of the leased material and the assembly has been contractually agreed as an obligation of the lessor.
- 12.5 The possible compensation for material damage is limited to the value that the delivered or rented item would have had before it was used for the first time. Any other superior claims, or claims affecting other items, property or persons are expressly excluded.
- 12.6 NUSSLÍ shall not be liable to the Customer for any incidence arising from acts of God or force majeure, such as, for example, natural phenomena, pandemics, service interruptions, natural or man-made disasters, epidemic crises, shortages of materials, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials from the usual sources. Nor shall it be liable for any acts performed by third parties to NUSSLÍ, nor for acts or omissions of the Customer.

13 Data

- 13.1 The customer expressly authorizes NUSSLÍ to process on computer media any personal data arising from the business relations between the two parties.
- 13.2 The customer assigns to NUSSLÍ the image rights and copyright derived from photographs and recordings owned by the customer that are related to the business relationship between NUSSLÍ and the customer for the following purposes: the publication in advertising media of any kind for an unlimited period of time and in any country in the world, as well as its transfer to third parties.

14 Final provisions

- 14.1 In case of any discrepancy that could arise as a consequence of the interpretation, development and/or execution of the Contract, the Parties, expressly waiving their corresponding jurisdiction, agree to expressly submit to the Courts and Tribunals of Mexico City.
- 14.2 Any modification or supplementary provision of this Contract must be made in writing in order to be legally effective.
- 14.3 Should any condition be or become invalid or impracticable, this shall not affect the validity of the other conditions. In this case, the parties shall use their best efforts to replace the invalid or impracticable condition, with retroactive effect, with a valid or practicable condition that comes as close as possible to the economic purpose of the invalid or impracticable condition.
- 14.4 NUSSLÍ may request economic and financial data from the customer in order to carry out the credit rating.
- 14.5 The Customer may not assign this Contract without the prior written consent of NUSSLÍ. NUSSLÍ's obligations may be fulfilled by subsidiaries and by companies affiliated with NUSSLÍ.
- 14.6 This Contract shall be legally binding upon the corresponding successors and assigns.
- 14.7 The Contract may only be amended by a document signed by authorized representatives of both NUSSLÍ and the Customer.
- 14.8 NUSSLÍ and the Customer are two independent parties. The Contract does not imply the creation of a joint venture, agency relationship or partnership between them.
- 14.9 The failure of NUSSLÍ to state its opposition to any document, notice or act of the Customer shall not be deemed a waiver or modification of any of the terms and conditions set forth herein.
- 14.10 Failure to enforce any of these terms or conditions shall not affect the remaining terms and conditions.

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14.11 Materials and equipment supplied subject to any third party rights, such as patent rights, copyrights or licenses of use, shall be used by the Customer in compliance with such rights and respecting them. Should the Customer infringe such rights, the Customer shall indemnify NUSSLI against all claims by third parties.