

(Version in force since 29/05/2019)

LEGAL INFORMATION

Article 10 of Law 34/2002 of 11 July on Information Society Services and Electronic Commerce states that the information society service provider is obliged to make resources available both to recipients of the service and competent bodies so that they may have permanent, easy and direct access to the following information by electronic means and free of charge:

Domain name: <http://www.ternuagroup.com>

E-mail: infor@ternua.com

Owner: IMPORT ARRASATE, S.A., a company with registered address at Arrasate-Mondragón (Gipuzkoa, Spain), Polígono Kataide Musakola, Pabellón 25, listed in the Commercial Register of Gipuzkoa under volume 1.230, folio 104, sheet SS-4.588, with tax identification number (C.I.F.) A-20212775 (hereafter, "IASA").

TERMS OF USE

Definition, purpose and scope

These provisions (hereafter, the "TERMS OF USE") govern access to and use of the website service offered by IASA to Internet Users (hereafter, the "USER(S)") via the domain <http://www.ternuagroup.com> (hereafter, the "WEBSITE").

Notwithstanding the above, access to certain content and use of some of the services that IASA offers the USER via the WEBSITE may be subject to certain specific terms and conditions (hereafter, the "SPECIFIC TERMS AND CONDITIONS") which shall replace, supplement and/or modify these TERMS OF USE as appropriate, and which shall prevail over them in the event of any discrepancy. Said SPECIFIC TERMS AND CONDITIONS, when they apply, shall be made available to USERS on the WEBSITE itself.

Consequently, prior to accessing said content and/or to using said services, the USER must carefully read and accept, if applicable, the relevant version of the SPECIFIC TERMS AND CONDITIONS which is in force when the aforementioned access and/or use takes place.

IASA reserves the right to modify or update the content of these TERMS OF USE at any time and without the need for prior notice. The same applies to the SPECIFIC TERMS AND CONDITIONS and in general to any features of the design and configuration of the WEBSITE.

The current TERMS OF USE shall be those published when the WEBSITE was last updated, i.e. the terms published on the WEBSITE at the time of each individual visit shall apply.

By accessing the WEBSITE, the USER expressly accepts and unreservedly agrees to these TERMS OF USE which govern the use of the WEBSITE. Said agreement shall be as valid and binding as a signed written contract. In the event that the USER does not wholly accept these TERMS OF USE, they shall not be authorised to access the WEBSITE.

USER registration and password

In cases where the USER is required to register to use the WEBSITE and/or access certain content and/or services offered by IASA through the WEBSITE, the USER shall be responsible for ensuring that they provide true and lawful information.

The USER, by participating in the registration process which IASA has in place at any particular time, will be assigned (i) a login ID and (ii) a password, which will enable them to log in as a registered user of the WEBSITE at any time.

The USER is obliged to ensure that they make careful use of the ID and password assigned to them. They shall be responsible for keeping this information safe and confidential and they agree not to disclose this information to third parties, whether on a temporary or permanent basis, and not to grant access to other individuals.

If a USER discovers that their ID and password have been stolen, lost or used to gain unauthorised access, the USER shall be responsible for notifying IASA of the incident so that their login details can be deactivated. Under no circumstances shall IASA be held liable for the actions of any unauthorised third parties that make use of the USER's ID and password before the USER reports the incident as outlined above.

Financial terms for accessing and using the WEBSITE

Unless the SPECIFIC TERMS AND CONDITIONS state otherwise, access to the WEBSITE and its content is free of charge, except for the cost of connecting to the telecommunications network that the USER has contracted from their ISP.

Industrial and Intellectual Property Rights

All Industrial and Intellectual Property Rights relating to the WEBSITE are legally reserved. Under no circumstances shall access or use by the USER imply the granting of any licence for use or right over any asset which is the property of or owned by IASA and/or any third party. This reservation of rights applies to both (i) the external appearance (look and feel) and to the code, design and browsing structure of the WEBSITE, and to (ii) content in any format that may be included and distributed through the WEBSITE, particularly any catalogues, designs and marketing material which IASA places on the WEBSITE.

References to trade names, brands, logos or other distinctive signs may not be featured on the WEBSITE without the express consent of IASA or of their rightful owner, regardless of whether these have been registered or whether they are owned by IASA or by third parties.

Therefore, the USER may only view and use content and services available via the WEBSITE strictly for their own personal and private purposes, and provided that they do not use the content and/or services for the purpose of undertaking commercial or professional activity.

Furthermore, it is forbidden to decompile, disassemble, reverse-engineer, sublicense or in any way transmit, translate or create derivative works from the computer programs which are required for the running, access and use of the WEBSITE. The USER must in all cases refrain from deleting, altering, evading or tampering with any protection device or security system which may be installed on the WEBSITE.

Liability and warranty

Anyone using the WEBSITE does so at their own risk. When accessing the WEBSITE, the USER is obliged (i) not to engage in any conduct which could damage the image, interests or rights of IASA or of third parties, or which could damage, disable or overload the WEBSITE, or which in any way impedes the normal use of the WEBSITE; and (ii) to use it in a way that fully complies with the law and with Internet traffic requirements.

The USER shall be held liable by IASA and/or by third parties for any damage or harm that may be caused as a result of failing to fulfil these obligations.

IASA takes the security measures it deems necessary in order to maintain the proper operation of the Website and to detect viruses and harmful components. Notwithstanding, the USER must be aware that computer security measures are not fully reliable and that IASA is therefore unable to guarantee (i) the continued availability of content and services offered through the WEBSITE; (ii) that said content will be free of errors, or that any possible defects will be corrected; (iii) that the content will be free of viruses or other harmful elements that could interfere with the USER's computer systems (software and hardware) or their electronic documents and files contained on those systems; or (iv) that the security measures taken are infallible.

IASA reserves the right to interrupt the service in part or in full, temporarily or permanently, due to technical changes or failures, and where possible shall communicate this in advance via the Website or via any other means enabled for this purpose.

LINKS

Linked sites

Through the WEBSITE, IASA offers the USER technical linking devices (such as buttons, links and banners) that may redirect the USER to other websites or Internet portals which are managed by and/or belong to third parties and over which IASA has no control whatsoever (hereafter, the "LINKED SITES").

The USER must bear in mind that these TERMS OF USE shall cease to apply when they use the aforementioned linking devices and access LINKED SITES from the WEBSITE. IASA has no knowledge of, or control over the content and services included on LINKED SITES. The inclusion of links to these on the WEBSITE shall under no circumstances imply (i) that IASA recommends or approves of the content and services featured on LINKED SITES; and/or (ii) that there is any kind of relationship, partnership or dependency between IASA and the manager of the LINKED SITE.

As a result, IASA accepts no liability for LINKED SITES and therefore cannot be held responsible for their running, for the content and services that they offer, or for the links that feature on said LINKED SITES.

Should the USER become aware that the content, services or any other activities of a LINKED SITE are unlawful or unsuitable, they must notify IASA immediately so that the latter can take appropriate measures, if necessary.

Hyperlinks

The insertion of hypertext links (hyperlinks) on other websites or pages is authorised, provided they link to the <http://www.ternuagroup.com> homepage or, if applicable, to any

other internal page of the WEBSITE (deep link), and that the relevant pages are displayed in a full window under their respective URL. In doing this, the third party website or page accepts full responsibility for any risks that may arise from including a hyperlink to the

WEBSITE.

The website or webpage that contains the hyperlink must in no way state that IASA has authorised said hyperlink, unless IASA has given express consent in writing.

If the third party who inserts the hyperlink into their webpage or site wishes to also include the brand, company name, trade name, sign, logo or any other identifying element owned by IASA and/or which is related to the WEBSITE, they must have the express written authorisation of IASA before doing so.

Notwithstanding all of the above, it is expressly prohibited to display a page of the <http://www.ternuagroup.com> website in a window of another website that does not belong to IASA via the technique called "framing", unless IASA has given express consent .

Furthermore, it is strictly prohibited to use "in line linking" to insert any kind of content published on <http://www.ternuagroup.com> into any website or page other than the WEBSITE without the express permission of IASA .

The inclusion of a hyperlink in accordance with the aforementioned terms shall under no circumstances imply a relationship between IASA and the owner/manager of the website or page that features the hyperlink, nor that IASA has accepted or approved its content and/or services.

In any event, IASA reserves the right to prohibit or disable any hyperlink to the WEBSITE at any time, particularly if the webpage or website that features the hyperlink contains or relates to unlawful content and/or activity.

PRIVACY POLICY. PERSONAL DATA PROTECTION

The USER can access detailed information regarding the processing of their personal data by IASA via the following link .

COOKIES POLICY

The WEBSITE uses cookies and/or other devices to store and retrieve analogous data. You can access the IASA Cookies Policy via the following link.

GOVERNING LAW AND JURISDICTION

These TERMS OF USE are subject to Spanish law.

In order to resolve any conflict which may arise from accessing the WEBSITE, its content and/or the services that IASA offers the USER via the WEBSITE, the USER and IASA expressly agree to submit to the courts of Arrasate-Mondragón, expressly waiving any other jurisdiction which may apply.

