

## ▶ GENERAL SALE CONDITIONS - PRONUTEC

### 1. Definitions

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1.- These General Sales Conditions (hereinafter GSC) contain several terms which for the intents and purposes of this document shall have the following meanings:

- "Seller": any company belonging to PRONUTEC named in the offer or other document to which these GSC are applicable.
- "Buyer": Any individual or business with whom the Seller enters into a contract or who sells the "Products";
- "Product(s)" means products or part of them, as the object of the contract as described in these GSC and, where applicable, in order confirmation by the Seller.

### 2. General

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1. All Product sales by the Seller are subject to these GSC, unless otherwise provided for. Any other conditions or agreements that have not been specifically accepted in writing by the Seller shall not have any validity or legal effects.
2. By signing any order, agreement or contract, the Buyer waives its own general purchase conditions and/or any other stipulation, and accepts these GSC.
3. All orders must be made in writing and will be subject to approval by the Seller.
4. Buyers will be understood to have been informed about these GSC from the moment they receive an offer from the Seller, accompanied by these GSC. Alternatively, they shall be deemed to be notified if Buyers have previously received them during business relations with the Seller, considering the former have accepted them when placing orders.
5. In the event of the competent Courts declaring any of the provisions of these GSC null and void, this will not affect the other provisions contained in these GSC which shall remain in force. In this case, the parties will negotiate and attempt to reach an agreement about the wording of an alternative article to substitute the void provision, with intentions and contents as similar as possible to the latter.

### 3. Delivery deadline

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1. The Seller will strive to ensure delivery takes place within the established deadline, which must be approximate and non-binding, without the Seller guaranteeing compliance with said deadlines in any case.
2. Unless attributable to the Seller through serious negligence or malice, expiry of delivery deadlines will not confer the Buyer the right to claim for damages or compensation of any kind, reject the supply of Products or suspend compliance with any other obligation, particularly that of payment, or even request cancellation.
3. Delivery deadlines shall be computed from the date the operation is approved by the Seller and compliance by the Buyer with all its obligations. Delivery deadlines will be understood to have been extended whenever any situations arise that stop or hinder work, and/or circumstances attributable to the Buyer and/or third parties, included, although not limited to, payment delays or breach of other obligations, in which case the delivery deadline shall be extended for the same length of time as the causes for the delay last.

## 4. Transfer of ownership and risk

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1. Unless otherwise provided for the delivery conditions will be EX-WORKS Seller by default (Incoterms 2010).
2. The Seller must notify the Buyer regarding availability for loading of the products within the deadline. The Buyer will provide the name of the haulier and the loading conditions before the expected delivery date. If the Buyer does not comply with these terms, the risk will be transferred to the latter as of the day the goods are ready for shipping, and (i) the Seller will be authorised to store the products at the expense and risk of the Buyer, being entitled to charge the Buyer for storage costs. Once the period of one (1) month has elapsed from expiry of the price, the Seller will be able to dispose of the products in a reasonable manner without the need to report this to the Buyer in order to recover any costs and losses incurred, without prejudice to the payment obligation incurred by the Buyer.
3. The Seller specifically reserves ownership over the Products, which shall continue to remain its property until the Buyer settles full payment of the agreed price. If the Buyer enters into receivership, bankruptcy or similar, the aforementioned Products must not be included in its assets, and must inform the Seller immediately.
4. The Buyer will be obliged to disclose existence of this reserve before whoever it may concern in these cases. The Buyer will be obliged to keep the Products in possession with due diligence and are and insure them against all possible risks.
5. Consequently, the Buyer must refrain from any kind of disposal, transfer or encumbrance, by any title, of the goods while any part of the price is still pending payment. In the event of the Buyer selling the Products, the Seller will be entitled to claim payment from the new buyer, even in the event of them being included in other products.

## 5. Price

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1. All prices are net, without including any kind of tax, VAT, levy or fee, which will be charged afterwards in the invoice at the relevant rates. Unless otherwise stated, all prices are Ex-works.
2. As a general rule, estimates shall remain valid for one (1) week, unless otherwise stated in the estimate itself.
3. If the costs incurred by the Seller or the materials used to make the Products are modified in any significant, justified manner after the date of the estimate made by the Seller to the Buyer, the Seller may charge said increases to the Buyer previously reporting such. In this case, within the seven (7) days following notification of this, the Buyer may cancel the order without either of the parties incurring in any type of liability vis-a-vis the other party. In the event of the Buyer not refusing the increase in price without the aforementioned period, seven (7) days, it will be understood that the new price will have been accepted between the parties for all intents and purposes.

## 6. Payment conditions

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1. Unless otherwise agreed in writing, payment of all placed orders will be in advance.
2. All invoices issued by the Seller will be considered as having been approved and endorsed unless the Buyer states disagreement in writing within the fifteen (15) days following reception thereof.

3. When partial deliveries are agreed, the Seller will be authorised to invoice and demand payment for each partial delivery, and to issue partial invoices, and the Buyer will be obliged to settle said invoices in accordance with these GSC.

4. Payment date will be the day when the Seller receives effective payment of the invoices.

5. If the owed amount has not been paid on the established payment date, the Seller reserves the right to charge monthly interests according to the provisions of Directive 2000/35/EC by the European Parliament and Council of 29th June 2000, establishing the measures to fight against payment default in trade transactions, from the date established for payment until complete and full payment is received, without prejudice to any other rights pertaining to the Seller, including the right to recover any judicial and/or extra-judicial costs incurred to recover owed amounts.

6. Compliance by the Buyer of its payment obligations in due form and time are essential items for the Seller. Consequently, any breaches thereof, whether total or partial, shall entitle the Seller to suspend or cancel the affected order, agreement or contract, unless the situation is resolved by the Buyer within the 15 days following request made by the Seller through written notification specifying said breach, all of which is without prejudice to the relevant compensation for damages that could be due to the Seller.

## **7. Cancellation**

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1. The Seller will have the right to (i) cancel Orders, Agreements or Contracts undersigned with the Buyer and (ii) recover possession of the Products in the same conditions as when they were delivered, in the event of the Buyer fully or partially breaching any of the obligations stemming from these GSC or when acting in a way that could be detrimental to business between the Parties, without prejudice to any compensation for damages and other claims pertaining to the Seller in accordance with the Law.

2. Cancellation of any Order, Agreement or Contract by the Buyer, that is not due to causes attributable to the Seller, shall not exempt the Buyer from full compliance with its obligations vis-avis the Seller under any circumstances.

## **8. Measurements and dimensions**

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1. Any measurement or dimensions assigned by the Seller must be considered approximate, unless the Buyer demands specific measurements in writing.

## **9. Apparent flaws**

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1. Within the 48 hours following delivery, the Buyer must notify the Seller about any apparent defects.

2. Apparent flaws and defects are those concerning shortages in the number of delivered Products or defects in the quality or condition of the Products, which are obvious through visual inspection or minimal control when the Buyer receives the Products.

3. If claims for this are not made within the aforementioned deadline, it shall be understood that the goods were received in perfect conditions.

## 10. Guarantees

1. The Seller guarantees all supplied products for a period of 24 months computed from the date of the invoice, and providing that the claim has been notified to the Seller in writing within the 48 hours after its was detected or should have been detected, and always within the aforementioned deadlines. Likewise, the Buyer must prove that the flaws and defects are exclusively the direct consequences of errors or lack of due diligence by the Seller.

2. The aforementioned guarantee solely and exclusively consists of repair or replacement (at the Seller's choice) within a reasonable deadline, of the Products that have been acknowledged as defective, either through defects in materials or manufacturing. Repairs shall be ucarried out in Seller's or the Buyer's premises, with the Buyer covering any costs for disassembly, packaging, loading, transport, customs, taxes, etc., caused by shipping defective material to the Seller's factor.

The Buyer hereby undertakes to accept replaced or repaired Products, and the Seller will not be liable, vis-a-vis the Buyer, for any kind of losses or damages as a result of the initial supply or delivery delays of replacement or repaired products.

3. Under no circumstances will the Seller be liable vis-a-vis the Buyer or third parties for direct, indirect or derived or related consequential losses or damages concerning this contract, including any accidents to people, damage to assets other than the object of the contract, loss of profits or damage to reputation. Any commitments and obligations by the Buyer stemming from guarantees between the latter and its clients that exceed the guarantee period stated previously, and which have not been specifically accepted in writing by the Seller, will be the exclusive responsibility of the Buyer.

4. Repairs or replacement of defective items shall not affect the start date of the guarantee period for the supplied Products. Any repaired or replaced products are guaranteed as of repair or replacement, for the remaining guarantee period of the defective or replaced product until the periods set forth in these GSC have elapsed.

5. As an exception to the guarantee described previously, when the delivered Products have not been manufactured by the Seller, the latter will grant the Buyer the same guarantees granted to the Seller by the relevant manufacturer, except the guarantee that use thereof does not breach any rights or intellectual or industrial property patents of third parties, which cannot be considered to be granted by the Seller.

6. This guarantee does not cover (i) repair and replacement of parts of the Products as a result of normal wear and tear during use thereof, (ii) any damage caused to the Products as a result of unsuitable or negligent use by the Buyer or similar, (iii) repairs, modifications or alterations made to the Products by personnel not authorised by the Seller and that do not meet the operating instructions provided by the Seller, and (iv) ni general any flaws or losses of the Product for any cause that are not attributable to the Seller, understanding these to be those listed as follows, although not limited to them:

- Natural disasters, explosions, floods, storms, fire or accident.
- War or threat of war, sabotage, insurrection, civil riots.
- Acts, restrictions, regulations, orders, prohibitions or measures of any kind taken by any Government.
- Regulations concerning imports or exports and embargoes.
- Strikes, lockouts or other action through labour conflicts (involving the Seller's employees or third parties).

## 11. Liabilities

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1. The Seller will not be liable for any damages, including those caused to personnel and/or assets of third parties, including the Buyer, its personnel or third parties.
2. Under no circumstances will the Seller be responsible for any indirect or consequential damages that could arise as a result of the supply, including the following although not limited to them: loss of production, loss of profits, stoppage costs, breakdown of Products or other parts or equipment other than the Products, by the Buyer or third parties, workplace accidents or accidents by third parties and incidents against the Environment, etc.
3. The entire liability by the Seller stemming from the supply for any item of any nature, is limited to the value of the supply involved in the claim.

## 12. Confidential information and intellectual property

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1. The intellectual and/or industrial property of the Seller's brand, in the offer, the information attached to it, the Products and/or the supplies, and any other items such as drawings, plans, software, etc., included with or related to them, are the property of the Seller, and it is therefore specifically forbidden for the Buyer to use them for any purposes other than to complete the order, or to fully or partially copy them or transfer them for use by third parties, without specific prior consent by the Seller.
2. All intellectual and industrial property rights stemming from and/or related to the data and/or documents provided or produced by the Seller, shall continue to be the property of the latter unless otherwise agreed, therefore not granting the Buyer any kind of right or licence over the transferred information or property.
3. The Buyer may not modify, alter, conceal or omit the brands and trademarks of the Products without prior authorisation to do so in writing from the Seller.

## 13. Buyer's designs

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1. Whenever the Buyer specifies in writing any specific design, data or manufacturing method of the Products, the Seller will adhere to said specifications providing that they have been accepted in writing. In any other cases the Seller may modify the Products, provided that the modifications are not substantial or whenever said substantial modifications have been agreed with the Buyer, in which case said modifications will not account for a contractual breach nor will they confer any liability to the Seller of any kind.
2. The Seller will not be liable for any breach in the defective production or execution of the Products if this is a result of errors, incompetence or other inaccuracies in the data and/or information, in the broadest sense, provided by or on behalf of the Buyer.
3. Inspection by the Seller of said data/information shall not limit the Buyer's responsibility in any case, unless the Seller specifically accepts said responsibility in writing.
4. The Buyer will compensate the Seller for all costs and damages of any kind that arise as a result of manufacturing Products in accordance with the technical specifications and information provided by the Buyer, or if there is a breach of patents, brands or models protected by industrial and intellectual property rights.

## 14. Technical information

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1. The scope of the supply and specifications of the Products must be defined in the order confirmation.
2. The weights, dimensions, capacities, technical specifications, features and configurations concerning the Seller's products in catalogues, leaflets, brochures and technical information are orientational and non-binding, with the exception of the cases where these have been specifically accepted by the Seller.

## 15. Use of products by the buyer

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1. The Buyer will be the only liable party for use of the Products in any other way than that described in the instructions provided by the Seller or for the purpose for which the products were supplied.
2. The Buyer guarantees: - Compliance with all the requirements or legal demands, or authorisation by public organisations concerning the Products, and the applications the Products are subjected to, - that while the Products are in its possession or under its control, the Buyer will comply with said requirements, - that it will ensure that any buyer of the Products also meets these demands, - that the Buyer shall compensate the Seller for any liability stemming from or arising as a result of any violation of these requirements.

## 16. Transfer or subrogation

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1. The Seller will be authorised to subcontract with third parties total or partial execution of the Products, and will also be entitled to transfer all or part of its rights and obligations, and even to appoint a third party in compliance with its obligations.
2. The Buyer will not be authorised to transfer the agreement or rights and obligations arising from this to third parties without written consent from the Seller.

## 17. Insolvency

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1. In the event of the Buyer entering into bankruptcy, receivership, controlled administration or similar situations; dissolution, liquidation or transfer of all or part of its assets, the Seller may proceed to resolve and terminate the agreements by notifying such in writing, without prejudice to any other rights pertaining to the Seller, such as collection of compensation for damages, payment by the Buyer to the Seller for all owed amounts or any others pending settlement which will be considered due and payable at that moment.

## 18. Export limits

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1. In the event of any of the Products supplied by the Seller being subject to export control regulations, the Buyer must refrain from exporting those products either directly or indirectly, without prior authorisation by the Seller, and must notify the Seller about any sales or destination market that could reasonably be affected by said control regulations.

## 19. Force majeure

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1. The Seller will not be liable for defective execution or non-execution of any agreement in cases of force majeure in the broadest sense of the term.
2. Force majeure will be understood to be any circumstance beyond the control of the Seller which prevents, either temporarily or permanently, execution of all or some of the obligations by the Seller vis-a-vis the Buyer, regardless of whether said circumstances were foreseeable at the moment of perfecting an order, agreement, contract, etc., such as, although not limited to: governmental measures, rejection, revocation or cancellation of permits, business closure, force closure of all or part of the company, war or threat of war, fire, transport problems, accident, labour riots, shortage of staff, temporary or permanent failure to deliver samples, failure by third parties to provide services without taking into account the cause, defects and/or breakdown of material, machinery, systems and/or software and hardware, absence or lack of material used to make the Products.
3. If the Seller is unable to deliver the products as a result of an alleged case of force majeure, it may choose to either extend the delivery period whilst the situation of force majeure continues, or cancel the Agreement, and demand payment for any partial deliveries made without being obliged to pay any damages or compensation to the Buyer.

## 20. Notifications

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1. Any communication related to this contract must be in writing in the same language as the contract, and shall come into force 24 hours after it was received by registered post, with the registered addresses of the parties being used for these purposes.

## 21. Legislation and competent courts

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1. All the agreements covered by these GSC, and any disputes or differences arising between the parties will be subject to the exclusive jurisdiction and competence of the Courts and Tribunals of the Seller's registered address, without prejudice to the right the Seller has to take out any legal action in any other competent jurisdiction.
2. The applicable legislation will be the one in the State where the Seller has its establishment at the moment of entering into the contract.