

## GENERAL SALES TERMS AND CONDITIONS

The signature of an order (hereinafter “Contract”) from a buyer (hereinafter “Customer”) anticipates the acceptance of all and each of the terms of the general sales terms. These terms will prevail above any others and in case of a conflict, these will be the applicable.

### 1. Acceptance of the contract

A contract will be binding after its receipt in GAINZA FORGE, S.L. (hereinafter “Supplier”). However, its course will not start until the supplier sends written acceptance, with reservations if any and through due order acknowledgement.

### 2. Divergence between order and order acknowledgment

In the event there were divergence between the order and the acknowledgement, the data gathered in the latter will prevail.

### 3. Prices and delivery terms

The prices detailed in the contract will be in Euros and FCA (Incoterms 2010), except for expressed indication in the commercial offer.

The goods will be delivered, except for expressed request by the customer, under standard supplier’s packing. For maritime and air shipment, the goods will be shipped in wooden boxes to the customer’s expense.

### 4. Delivery of goods non conform to agreed in contract, claim and force majeure.

In case the customer noticed defects in the quality of the material supplied by the supplier, the customer will inform the supplier immediately and always by written. The supplier will accept no claims after 21 natural days of the delivery.

The supplier will be entitled to delay or cancel the delivery, in case the difficulties or manufacturing delays in normal conditions are due to strikes, accidents, wars, fire or lack of raw material availability from the usual sources.

In case of a claim from the customer, this must be written and the supplier will replace or substitute the defective material. The replacement will take place after the verification by our staff in our facilities.

In case of a claim and return from the customer, the transport costs will be paid by the customer. If the claim is justified, the seller will compensate the expenses taking into account the most economical route.

In case of a replacement the supplier will replace the affected pieces in the shortest delivery time possible.

The supplier retains the right to reject the supply for defective material if after two manufacturing processes the ordered product could not be obtained.

## 5. Suppliers liability limitations

Even when the claim was on time and correctly raised and was accepted, suppliers liability will be limited to the replacement of the non conformed material.

Any right the buyer may claim; the cancelation of the order, the claim of a refund for direct or indirect damage of any nature are excluded.

## 6. Resolution or cancellation of a contract

The supplier will retain the right to cancel total or partially an order.

In case of not fulfilling the order, especially the payments to be done, the seller keeps the right to collect the goods. For this purpose the customer shall allow the irrevocable right to enter in their facilities and take the goods without any objection.

## 7. Payment terms

Any delay in the payment after the due date, will lead to default interests and any other type of expense that may be incurred by the customer.

Until the customer has not satisfied the total amount of the supplied material by the supplier, such material will belong to the supplier. The supplier will keep fully the property of the delivered goods with the due rights towards third parties.

The price of the invoice should be paid within 30 natural days of the receipt of the goods and the invoice, except expressly indicated in the commercial offer. The customer will pay through credits into the bank account indicated in the invoice whose title holder will be the supplier. The expenses arisen from the bank transfer will always be on the customers account.

The value added tax is not included in our price; therefore the total amount excludes the VAT.

The discounts can only be deducted by special agreement and always by written.

Reached the due date of the invoices issued by the supplier, the supplier keeps the right to apply a penalty of 1% over the unpaid amount from the first week of the unpayment, up to a maximum of 10%.

## 8. Confidentiality duty

The supplier as well as the customer will treat, all the information they have access to as a results of their negotiations and subscription to the contract, confidentially.

The supplier, within its sale strategy can indicate that keeps a sales relationship with the customer, or even keeps the use and publication of the logo or commercial name of the project of the end user except the opposite is expressed.

## 9. Delivery, delivery terms and cooperation obligations

The start of the agreed delivery time will be subject to the clarification of all the technical matters, to its clarifying time from the party that orders its obligations.

If partial deliveries are accepted by the customer, they can be invoiced.

The dispatch point of the goods from suppliers facilities will be the start point for delivery terms and dates. The term will be over with the notification to be dispatched.

In case of delay in the collection of the goods from the customer, the supplier keeps the right to charge a storage fee, being the storage place the supplier's premises or in a third party premises.

## 10. Applicable law and Jurisdiction.

The contract will be ruled and interpreted according to the Spanish common law.

In case the customer is registered in a country different to Spain, the customer and the supplier, expressly waving any other jurisdiction, expressly submit themselves to the jurisdiction of the supplier's address the resolution of any dispute arising out of the contract.

## 11. Partial invalidity

The breach of any of the clauses of this writing, gathered by the customer, must not be interpreted as a withdrawal to that or any other clause.

The legal declaration of nullity of any disposition of this actual contract will not vitiate them.

## 12. Final considerations

These conditions are applicable to all offers, orders, delivery notes, certificates and invoices issued by the supplier, unless it is not expressed the opposite by writing and with the acceptance from both parts.

With the acknowledgement of this document it is given by understood and accepted.