

GENERAL TERMS OF PURCHASE - TUBOS DE PRECISION DELMAS S.L.-

1. General

- 1.1. These General Terms of Purchase (hereinafter "Terms") of TUBOS DE PRECIÓN DELMÀS, S.L. (hereinafter "Client") shall apply exclusively to all business transactions to acquire goods and services and / or materials or raw materials that are made by the Client.
- 1.2. These Terms are the only ones under which the client performs its buying activity, and shall be incorporated in the corresponding purchase agreement, excluding any other terms or conditions, including those listed or named in the order to the supplier and other contract documents. The addition of any other General Conditions must be expressly agreed to in writing by the Client. Failing such agreement, they shall not be deemed part of the agreement.
- 1.3. These Terms may be amended only with the Client's express consent, by a signed document to be submitted to the Supplier. In any case, the amendments shall only apply to the particular agreement amended.
- 1.4. The order confirmation or the beginning of its execution by the Supplier is sufficient to confirm that it is aware of and fully accepts these General Terms.

2. Orders and Delivery

- 2.1. The Supplier shall deliver the goods and / or services and / or materials or raw materials in the quantity and quality established by the Agreement. Any modification to the object of the agreement must be expressly agreed to in writing by both parties to be valid.
- 2.2. The terms of delivery shall be determined by and construed in accordance with the terms of the purchase agreement and in their absence by Incoterms 2010.
- 2.3. Each shipment consists of the receipt or proof of delivery specifying the quantity, quality, and name of the good, service, materials or raw materials and the order or contract number and any other data or reference that the client requests. Also the shipment must contain the relevant certificate of quality and / or guarantee of the good, service or material or raw material.
- 2.4. In case the goods, materials or raw materials are purchased by weight, this is only valid when properly calibrated scales approved according to European standards are used. In the case that there are discrepancies in the weight measurement, the parties may be assisted by a third party whose decision shall be binding, at the expense of the party whose weight measurement was farthest from that determined by the third party.
- 2.5. The Supplier shall inform the Client of the risks that the goods, materials and / or raw materials acquired may suffer due to foreseeable and normal use according to the nature and characteristics of the goods or raw materials. Similarly, the Supplier shall expressly indicate the directions for use and precautions and regular maintenance of goods, materials or raw materials as necessary.
- 2.6. The supply of goods or raw materials shall be carried out at the place indicated in the Agreement, or at the place later and expressly agreed by the parties. In the absence of agreement on the place of delivery, this shall be DDP (Delivered Duty Paid, Incoterms 2010) at the client's facilities.

3. Transfer of ownership

- 3.1. The Client shall acquire the ownership of goods, services, materials or raw materials in accordance with the Incoterm specified in the Agreement and,

failing that, in accordance with Incoterm DDP (Delivered Duty Paid, Incoterms 2010) at the customer premises.

4. Receipt of the goods

- 4.1. Receiving the goods, services, materials or raw materials is the express act of agreement by the Client with the characteristics of the object of the agreement, without prejudice to the rights that may arise from the discovery of both visible defects and hidden faults. Therefore, the final acceptance shall take place only once the legally and contractually established warranty periods have elapsed. In any case, the final acceptance of the goods or raw material does not imply, in any case, the Client's waiver of rights to take action against the supplier, which, in any event, shall be liable for damages of an economic, technical or of any other nature, which are caused by its action or omission, defective product delivered and, in particular, those resulting from hidden defects and eviction.

5. Price

- 5.1. The price of goods, services, materials or raw materials is determined by written or oral agreement and must always be confirmed by a written order and expressly signed without which the purchase has no validity. The agreed price is not subject to upward revision unless otherwise agreed.
- 5.2. The price is inclusive of all costs considered necessary for the fulfilment of the agreement, including the quality certificate, manual, and warranty as well as transport and also specifically the packaging either as agreed or otherwise sufficient and necessary packaging unless otherwise agreed in the purchase agreement.

6. Taxes

- 6.1. The taxes shall be paid by each party in accordance with the applicable law. The parties agree to work together to obtain any tax exemptions and benefits that may be applicable to the Agreement.
- 6.2. Any tax that must be paid by the Client must be specified separately, if appropriate, in each and every one of the invoices or corrective refund invoices issued under the Agreement.

7. Billing

- 7.1. The supplier issues a single monthly invoice, including all deliveries in that period, in the manner prescribed by applicable law, and based on the terms specifically agreed in the Client's order.
- 7.2. The billing of any item not explicitly stated in the order, or not expressly authorized in writing by the Client is not accepted.

8. Payment of the price

- 8.1. Invoices shall be paid by the Client on the first 25th after a period of sixty (60) days from the date of the invoice, by bank transfer, bank draft or bank confirmation, at the option of the Client, as agreed and confirmed in the customer's order.
- 8.2. All expenses incurred in the payment shall be borne by the Supplier.
- 8.3. The payment for goods, services, materials or raw materials by the Client is under no circumstances construed as express or tacit recognition in accordance with the Agreement. The Client reserves all rights which may assist it for any failure, loss, damage, defect, vice or non-compliance suffered by the goods, services, materials or raw materials delivered by the Supplier.

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9. Deadlines for execution of the Agreement

9.1. The Supplier shall deliver according to the deadline agreed with the Client and, failing this, immediately. Unless expressly agreed otherwise, early delivery requires the Client's prior approval. The Supplier shall not make partial or early deliveries. If made without the Client's consent, it reserves the right to store the goods or raw material at the risk and expense of the Supplier until its facilities are available.

9.2. The Supplier shall inform the Client, no later than 48 hours after receipt of the order, of any modification of the time limit or terms of delivery with respect to the deadline initially estimated. The Client may cancel or modify the order as a result of that communication without incurring any cost to the client. In addition, the Supplier shall be liable for damages caused to the Client due to failure to meet agreed delivery deadlines or conditions.

9.3. Subject to Client's right to choose between the termination or enforcement of the agreement and to demand compensation for damages in case of delay attributable to the Supplier, the latter shall pay the Client the amount stipulated in the penalty clause of the Agreement, if any. In the absence of a penalty clause in the agreement, the supplier shall pay a penalty of 10% of the total net contract price for each business day of delay up to a maximum of 70% of the total net price.

10. Supplier's liability in the execution of the Agreement

10.1. The Supplier takes liability for damage to persons and goods produced in the execution of the Agreement caused by the Supplier itself, its employees, agents and subcontractors, as well as those damages caused by its vehicles, machinery, tools and materials, including pure property damages and consequential damages and, where appropriate, collateral damage.

11. Commercial warranty

11.1. The Supplier guarantees that the goods, materials or raw materials are new, top quality, suitable for the purpose for which they are intended, in accordance with the conditions stipulated by the Client, unencumbered and free of any defects or faults, or third party claims. Also, the good or raw material shall be delivered with its certificate of quality, warranty and where appropriate, with all the accessories needed for its operation, with the instructions and maintenance manuals and other documentation necessary for unpacking, installation and operation.

11.2. In the absence of an agreement which establishes the warranty period, and provided that the applicable regulations do not set a longer warranty period, this period will last for thirty-six (36) months after delivery of the goods or raw materials.

11.3. During the warranty period, the Supplier shall remedy at no cost to the client, and immediately after their communication, any defects of the goods or raw materials, either in quantity or quality, in relation to the agreed requirements. The Client is not required to attend the procedures or any formality beyond the simple communication of the defect or fault to the Supplier.

11.4. If due to any hidden defect or fault attributable to goods, materials or raw materials, the Client were to have suffered economic damage either due to mechanical breakdowns in facilities or defects in the end-products. The Supplier shall be liable for any economic costs generated by any of these causes to the Client. The Client may claim these amounts from the Supplier and if necessary deduct the amount from the debt at that date payable to the Supplier.

11.5. The warranty period is suspended for as long as the respective replacements or repairs take and will resume as of their full completion. In any case, goods or raw materials which have undergone repair or replacement warranty shall, from the time of completion of repair or replacement to customer satisfaction, for the warranty period originally established.

11.6. Where repair or replacement is not possible or satisfactory or not performed within a reasonable time, at the discretion of the Client, it may elect to terminate the Agreement, obtaining a refund of the price paid; make replacement or repair with another supplier for an equal, similar or substitute product at the expense of the Supplier; or obtain a price reduction proportionate to the defects of the goods, materials or raw materials or reduction of the costs of product substitution with another supplier. In any case, regardless of the option the Client chooses, the Supplier shall bear all costs incurred, while the Client retains the right to seek compensation for the damages caused.

12. Guarantee of compliance with Supplier's obligations

12.1. If the Client has reason to suspect that the Supplier may not comply with the obligations under the contract or any other contract with it, it may at any time suspend implementation thereof, without the Supplier deriving any cost to the Client, except where the Supplier immediately submits to the Client a bank guarantee or otherwise, that is acceptable to Client. The Client shall immediately notify the designated suspension, giving a reasonable time to the Supplier to deliver such warranty.

13. Non-exclusivity

13.1. Unless expressly agreed otherwise, the signing of the agreement between the Client and Supplier does not involve any kind of exclusivity in the purchase or supply of goods, services, materials or raw materials.

14. Suspension

14.1. The Client reserves the right to suspend in all or in part the execution of the Agreement at any time upon written notice of that fact to the Supplier. The suspension shall be effective, and the Supplier shall be obliged to temporarily suspend the execution of the Agreement, from the date of receipt of such notice without any cost to the Client.

14.2. If the suspension of the execution of the agreement was due either to causes beyond the Client's control, or to force majeure, the Supplier shall not be entitled to any compensation whatsoever.

15. Confidentiality and Personal data protection

15.1. The Supplier shall not use or disclose any information or documentation provided by the Client under the business relationship. Any information shall be considered secret and confidential and the Client shall abstain from its dissemination and disclosure to third parties. In case of breach of this confidentiality agreement by the Supplier, the latter is obliged to compensate the Client for any damages suffered as a result thereof.

16. Breach of obligations

16.1. In case of breach of the Agreement obligations of purchase of goods and / or raw materials by the Supplier, the Client may opt to enforce the agreement or to terminate it, without prejudice to the compensation due for damages and losses caused.

17. Compensation

- 17.1. The Client may compensate or deduct any amount owed by the Supplier from any sums it owes to the Supplier.

18. Force Majeure

- 18.1. In the event of force majeure, the affected party shall take the necessary measures to mitigate the effects and inform the other party describing its effects and the initial actions taken. The execution of the agreement may be suspended, provided agreement between the parties, for a period of time equal to the duration of the cause of impossibility of execution caused by force majeure.
- 18.2. Once the actions to be taken are agreed on, if the situation of force majeure lasts longer than sixty (60) days after being informed, the parties may choose to terminate the agreement in all or in part.
- 18.3. During the force majeure situation, the Client may take the measures it deems necessary to prevent damage caused by the inability of Supplier to meet its obligations, at the risk and expense of the latter.
- 18.4. The Client may in any case claim from the Supplier any damages incurred despite the force majeure situation.

19. Notification

- 19.1. Any notification or communication arising from the Agreement must be in writing sent by any means allowing the recording of the date, content and receipt by the recipient. It must also be addressed to the persons and places specified in the Agreement or those later and expressly indicated by the parties. Communications and other contract documents shall be in the language of the Agreement.

20. Waiver

- 20.1. The Client's failure to exercise any action against any violation or breach of agreement by the supplier does not imply, in any case, the waiver of that or any other action that may be applicable in accordance with the Agreement provisions.

21. Nullity and interpretation

- 21.1. If any of the Terms set forth herein is found to be void or voidable, in whole or in part under applicable law, it is deemed not to exist, without, in any case, affecting the validity of the remaining provisions.

22. Jurisdiction, competence and applicable law

- 22.1. The Agreement shall be governed by and construed in accordance with Spanish law. Any dispute arising from the Agreement shall be resolved before the Courts of Granollers; the Client is expressly subject to such jurisdiction, expressly waiving any other jurisdiction that may be applicable to the relevant dispute arising out of the Agreement. In no case shall the UN Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, or any other that replaces it, apply.
- 22.2. Notwithstanding the foregoing, the Client reserves the right to appear before the courts of the Supplier's home country to claim any amount payable by the latter.