



GENERAL SALES CONDITIONS

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1. General.

1.1 Sales and supplies of components, equipments and services (hereinafter, the "Supply") to be carried out by COMPENSADORES Y DILATADORES DEL NORTE, S.L. – CODINOR (hereinafter referred to as the Vendor) shall be governed by the present General Sales Conditions, except in all those matters that are expressly agreed otherwise in the respective offer or in the acceptance of the order and which may constitute the special conditions thereof. Therefore, other conditions that have not been explicitly accepted by the Vendor shall have no legal value or effect whatsoever.

1.2 The present General Conditions shall be considered to have been communicated to the Buyer as of the time at which the latter is informed of the address of the web page where they can be found, http://www.codinor.com/juntas_de_expansion/descargas/?lang=en or receives an offer from the Vendor, accompanied by these Conditions. Alternatively, they shall be regarded as communicated if the Buyer received them previously in the course of his business relations with the Vendor, in which case they shall be considered to have been accepted by the Buyer for all purposes upon placing his order.

2. Intellectual and Industrial Property

The intellectual and/or industrial property of the offer, in all of its terms, and the information included therein, as well as the equipment that is the subject of the Supply, and that of the items, plans, drawings, software, etc., included in or relating thereto, belong to the Vendor or to the suppliers of same, so that their use by the Buyer for purposes other than the fulfillment of the order, as well as their total or partial reproduction or assignment of use to third parties, are forbidden except with the Vendor's express prior written consent.

3. Formalization of Orders and Scope of the Supply.

3.1 The scope of the Supply shall be clearly specified in the Buyer's order. For it to be considered effective, the order has to receive an express acceptance by the Vendor, with the exception of those cases in which, given the periodic nature of the Supply, this requirement has been deleted by mutual agreement.

3.2 The Supply only includes the equipment items and materials covered by the order, with the exception of the cases in which some documentation, information, back-up or additional services are explicitly included in the Buyer's order, which has been accepted by the Vendor.

3.3 The weights, dimensions, capacities, technical specifications and configurations referring to the Vendor's products included in catalogues, brochures, pamphlets and technical literature are of an informative, non-binding nature, with the exception of the cases in which the Vendor accepts a closed specification of the Buyer, which has to form part of the order documents.

3.4 Modifications and/or variations of the scope, delivery dates or other terms of an order that may be proposed by one of the parties should always be notified to the other party in writing and they will have to be accepted by the other party for them to be valid. Modifications due to changes in applicable legislation, regulations or rules which take place after the date of presentation of the corresponding offer shall also be considered as modifications / variations. Should said modifications and/or variations signify the imposition of additional or more onerous obligations for the Seller, the Seller will have the right to adjust the contractual terms to fully compensate for the consequences of the new and/or modified legislation or regulations.

4. Prices.

4.1 The prices of the Supply are net, exclusive of VAT or any other tax, duty or levy, which shall be charged subsequently in the invoice at the respective rates. Unless there is a clause to the contrary in the order or an agreement on the matter between the Buyer and the Vendor stemming from their business relation, the prices of the Supply do not include packing, carriage, duties or insurance and they are considered placed at the Vendor's works. These prices are only valid for the entire lot of materials specified in the offer.

4.2 In the case of offers prior to the order, the prices quoted are valid for one month and in this period they shall be considered fixed on the terms of payment specified in the offer, unless the Supply quoted consists of imported equipment items subject to exchange rate contingencies or to the payment of tariffs and duties, in which case the price of the offer would be adjusted in accordance with such variations.

4.3 The prices stated in the offer are for the terms of payment specified in that offer. If these terms of payment were to be modified, the offer prices would be reviewed.



4.4 Once the order is accepted by the Vendor, the prices of the Supply shall be considered fixed and not subject to review. However, a price review shall be applicable when:

- a) It has been expressly agreed between the Buyer and the Vendor.
- b) The delivery date or the acceptance of the same has been delayed for a cause directly or indirectly attributable to the Buyer.
- c) The scope of the Supply has been modified at the Buyer's request, or if in general there has been any variation and/or modification by virtue of what is established in the present Conditions.
- d) In the event of the prices being quoted in a currency other than the EURO, the variation in the parity undergone by the currency in respect of the EURO (€) from the date of the order to the contractual invoicing dates of each milestone shall give rise to the respective adjustment of the selling price.
- e) The Buyer has unilaterally cancelled the order.

5. Terms of Payment.

5.1 The Vendor's order or, in the event of there not being one, the Buyer's order accepted by the Vendor, shall include the terms of payment of the Supply. Terms of payment previously specified in the framework of an ongoing business relationship agreement between the Buyer and the Vendor may also be used.

The aforementioned payment conditions must respect the terms of Law 15/2010, dated July 5th, modifying Law 3/2004, dated December 29th, which establishes corrective measures to combat delays in payment in commercial transactions, and, in no case may exceed the maximum time limits specified in said Law.

5.2 In absence of a specific agreement, the payment period will be thirty (30) days after the date of delivery of the components, equipment or systems by the Seller. Except for orders of an amount below to 200€, for which, the payment will be by cash.

5.3. Payment shall be made on the agreed terms to the Vendor's bank account or by means of another agreed procedure. Payment shall be made without any reduction, such as non-agreed withholdings, discounts, expenses, taxes or duties, or any other deduction.

5.4 If the delivery, installation, start-up or reception of the Supply should be delayed for reasons not attributable to the Vendor, the agreed contractual terms and payment periods shall be maintained.

5.5 In the event of delay in the payments by the Buyer, he will have to pay the Vendor, without any demand and as of the payment due date, the late payment penalty interest, which shall be calculated in accordance with the terms of Article 7 of Law 3/2004 dated December 29th. The payment of this interest shall not discharge the Buyer from the obligation to fulfill all the other payments on the terms agreed.

5.6 If the Buyer should incur delays in the agreed payments, the Vendor may elect to suspend shipment of the Supply or execution of the services associated with it, either temporarily or permanently, without detriment to requiring the Buyer to make the late payments and to claim, when appropriate, additional compensation for this suspension of the Supply or of the execution of the agreed services.

5.7 The presentation of a claim by the Buyer does not entitle him to discontinue or make any deduction in any of the payments pledged.

5.8 The equipment and material that is the subject of the order will remain the property of the Vendor, until the Buyer has fully complied with all payment obligations. The Buyer is obliged to cooperate and take all the necessary or convenient measures, as well as those suggested by the Vendor, to protect the Vendor's title to said equipment and material.

6. Delivery Time and Conditions.

6.1 The delivery time is for the material placed in the position and conditions stated in the order acceptance. If the delivery position is not specified in same, the Supply shall be considered placed at the Vendor's works or stores. For the delivery time to be binding on the Vendor, the Buyer should have complied with the payments schedule, when applicable.

6.2 The delivery time shall be modified when:

- a) The Buyer does not Supply the documentation needed for the execution of the Supply on time.
- b) The Buyer requires modifications in the order that are accepted by the Vendor and which in the Vendor's opinion require an extension of the delivery time.
- c) For the fulfillment of the Supply it was essential for the jobs to be executed by the Buyer or his subcontractors and these were not done in time.
- d) The Buyer has not fulfilled any of the contractual obligations of the order, especially one referring to payments.
- e) Delays occur in the production or provision of all or some of the items of the Supply for a reason not directly attributable to the Vendor. For merely informative but not restrictive reasons, the following causes of delay are included: supplier, transport and services strikes, failures in the



supplies of third parties, transport system failures, floods, storms, disturbances, strikes, walk-outs by the Vendor's or his subcontractors' personnel, sabotage, accidental shut-downs at the Vendor's works due to breakdowns, etc. and any cause that may be considered as an act of God (Force Majeure) in the legislation in effect, as established in Clause 15.

f) The Buyer has unilaterally suspended execution of the order.

In the foregoing cases delays in the delivery time shall not modify the Supply payment schedule.

6.3 In the event of a delay taking place in the delivery of the equipment and materials covered by the order directly attributable to the Vendor, the Buyer may apply the penalty agreed previously with the Vendor, said penalty being the sole compensatory action possible on account of delay.

7. Packing, Transport.

7.1 Unless agreed beforehand with the Buyer, the packing of the equipment and materials covered by the Supply shall be the subject of an additional charge over and above the selling price and the return of same shall not be acceptable. Under Royal Decree 782/98 of 30 April, Article 18, and Law 11/1997 of 24 April, on Packs and Packing Waste, as the end recipient of our packing, it is the responsibility of the Buyer to apply the most suitable environmental treatment of said packing (appraisal, re-use or recycling).

7.2 Unless agreed beforehand with the Buyer, the transport, including loading and unloading operations, shall be carried out at the cost and risk of the Buyer, so the Vendor is alien to any claim in respect of damage or impairment of the Supply, all said risks having to be assumed by the Buyer.

7.3 If the equipment is ready to be supplied or, alternatively, is pending agreed upon tests, and the Buyer does not withdraw them or does not reach an agreement with the Vendor for them to be stored on his premises in agreed conditions, all the expenses occasioned by storage, assessed at the Vendor's discretion, shall be for the account of the Buyer, who shall also be answerable for all the risks that the material stored may undergo.

8. Inspection and Acceptance.

8.1 Unless the contrary is expressly stated in the Seller's offer or the Buyer's order accepted by the Seller, inspections and tests during production and the final inspection prior to shipment of the Supply shall be carried out by the Vendor. Any additional test required by the Buyer should be specified in the order, listing the standards applicable and, if appropriate, the place and entity where these tests will be performed. These additional tests should have the Vendor's approval and they shall be carried out for the Buyer's account.

8.2 When the Supply has been received, the Buyer shall verify its contents within a period of not more than 15 days from its receipt, so as to check for possible defects and/or faults that might be attributable to the Vendor, in which case informing the Vendor immediately of the existence of these defects and/or faults.

8.3 If the Supply presents defects and/or faults attributable to the Vendor, the latter shall take the necessary steps to remedy them.

8.4 Unless acceptance tests in conditions and at dates agreed between the Vendor and the Buyer have been specified in the order, in the form indicated in point 8.1, once 15 days have passed from the receipt of the Supply by the Buyer without the Vendor having received written notification of possible defects or faults, the Supply shall be considered to have been accepted, at which point the guarantee period shall start to be counted.

8.5 The Supply shall be considered for all purposes to have been accepted by the Buyer if, although acceptance tests have been agreed, these are not carried out in the period stipulated for reasons not attributable to the Vendor or if the Buyer starts to use the Supply.

9. Return of Materials. Claims.

9.1 Under no circumstance will the Vendor accept the return of materials without prior agreement on the matter with the Buyer. A period of 15 days from the time when Supply has been received by the Buyer is set for the latter to inform the Vendor of his intention to return materials and the justification for this and to arrange the return procedure with the Vendor, when applicable. In any case, claims should be submitted by the Buyer to the Vendor in a reliable fashion and in writing.

9.2 Returns or shipments of material to the Vendor's premises, whether for their payment, replacement or repair, should always be made postage or carriage paid.

9.3. In the event of a return due to a mistake in the order or for other reasons not attributable to the Vendor, 15% of the net value of returned material shall be charged as the Buyer's share in the review and conditioning costs.

9.4 The Vendor will not accept the return of materials that have been modified, used, fitted in other equipment or installations, or which were subject to disassembly operations not done by the Vendor.

9.5 Neither will the Vendor will accept the return of products designed or made specifically for the order.



10. Guarantees.

10.1 Unless expressly stipulated otherwise in the offer or acceptance of the order, the Vendor guarantees the products that he has supplied in respect of defects of materials, manufacture or assembly for a period of one year from the date of acceptance, whether this be explicit (successful completion of acceptance tests arranged between the Vendor and Buyer and remittance of a letter of acceptance of the Supply), or tacit (15 days after shipment by the Buyer without written communication to the Vendor specifying some non-conformity), or else of 18 months from the date on which notice is served that the Supply is available for shipment, whichever happens first.

10.2 The guarantee stated in point 10.1 consists of the repair or replacement (at the Vendor's discretion) of the items that have been acknowledged as faulty, either because of defects in the material or due to manufacturing or assembly defects. Repairs are taken as being carried out at the Vendor's shops, while the Buyer is liable for disassembly operations, packing, loading, transport, customs, duties, etc., stemming from the remittance of the faulty material to the Vendor's shops and its subsequent delivery to the Buyer. Arrangements may be made with the Buyer, however, for repairs and replacement of faulty items to be carried out on the Buyer's premises.

10.3 The repair or replacement of a faulty Supply item does not affect the starting date of the Supply guarantee period as a whole, which shall be as specified in point 10.1. The item repaired or replaced, however, shall have one year's guarantee as of its repair or replacement.

10.4 When the guarantee stated in point 10.2 consists of a replacement that has to be done immediately for emergency reasons, the Buyer undertakes to make the return of the faulty part or item in a period of not more than 7 days from the date of delivery of the new part or item. The part sent shall be invoiced if the replaced one is not returned.

10.5 Under no circumstance will the Vendor accept liability or costs for repairs carried out by personnel not belonging to his organization.

10.6 Damage or defects due to normal wear resulting from use of the equipment are excluded from the guarantee. Also excluded from the guarantee, which shall moreover be considered as expired, are the damage and defects caused by improper upkeep or maintenance, storage, or incorrect or negligent handling, misuse, use of unsuitable liquids and gases as well as incorrect flow or pressure, fault installations, modifications made in the Supply without the Vendor's approval, installations carried out or modified later without following the product's technical instructions and, in general, any cause that is not attributable to the Vendor.

10.7 The applicable warranty ceases to be effective if the goods are altered or repaired by other than by persons authorized or approved by CODINOR to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

10.8 The guarantee shall also be considered expired if, in the event of it being stipulated that the Supply should be started up with the Vendor's attendance, the Supply is started up without such attendance or if, in case of failure, no measures are taken to mitigate the damage.

10.9 Notwithstanding the provisions of the previous points in this clause, the Vendor in no event shall be liable for defects in the equipment items and materials that are the subject of the Supply for a period of more than two years as of the start of the period specified in point 10.1.

11. Limitation of Liability.

The liability of the Supplier, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations under the contract shall not exceed in the aggregate the base Contract price and shall in no event include damages for loss of profit, loss of revenues, loss of production, loss of use, costs of capital, downtime costs, delays and claims of customers of Purchaser or costs of replacement or loss of anticipated savings, increased costs of operation nor for any special, indirect or consequential damages, nor losses of any nature whatsoever.

The limitation of liability set out in the present clause will prevail over the contents of any other contractual document which is contradictory or incongruent with its terms, except in the case in which said provision is more restrictive with respect to the responsibility of the Vendor.

12. Limitation of Exportation.

The buyer acknowledges that the products supplied by the Vendor may be subject to local or international export control provisions and regulations and that without the authorizations from the competent authorities to export or re-export, said products cannot be sold, nor leased, nor transferred nor used for any purpose other than that which has been agreed upon. The Buyer is responsible for compliance with said provisions and regulations. The supplied products may not be used, neither directly nor indirectly, in connection with the design, the production, the use or storage of chemical, biological or nuclear weapons, nor for transportation systems of said weapons. The material supplied may not be used for military or nuclear purposes without the previous written consent by the Vendor.



13. Applicable Law. Submission to Jurisdiction and Authority.

The present conditions will be subject to and interpreted in accordance with Spanish Law.

The parties expressly waive any other code of laws that might pertain to them and agree to submit to the jurisdiction and authority of the Courts and Tribunals of the city of Bilbao - Vizcaya, Spain.

14. Industrial Safety and Coordination.

14.1 The Buyer shall have sole responsibility for adopting whatsoever measures may be necessary for the protection of safety and health at work, so he shall be responsible for (i) informing of the inherent risks of the work center where the contracted jobs are carried out, (ii) the measures that may have to be applied when an emergency situation arises; (iii) the coordination between the different contracts and contractors who may, when applicable, be taking part in a given project, (iv) the functions of consultation, participation and training of the workers and, in general, (v) whatsoever other obligations in the field of safety and hygiene at work may stem from the application of the Occupational Risk Prevention Law 31/1995, both in relation to his own workers and to those of his contractors. Furthermore, the regulations for prevention deemed necessary in accordance with the internal regulations of the Seller must be applied. However, if the Buyer's regulations are stricter, then they will be applied.

14.2 The Vendor is entitled to bring the execution of the services to a standstill under article 21 of Law 31/1995 if he considers that the safety of the personnel is not assured, with the benefit of a reasonable extension of the delivery time when any delay occurs and being compensated by the Buyer for any loss or damage that he may suffer, such as lost working hours, personnel travelling expenses, living allowances, immobilisation of equipment and tools, etc. with regard to the obligations and responsibilities specified in the present clause and those considered in the aforesaid Occupational Risk Prevention Law 31/1995.

15. Force Majeure.

15.1 In the case that the Seller is impeded, either totally or partially, from complying with his contractual obligations due to Force Majeure, compliance with the affected obligations will be suspended, with no responsibility to the Seller, for as long as is reasonably necessary in accordance with the circumstances.

15.2 Force Majeure will be understood as any cause or circumstance outside of the reasonable control of the Seller, including but not limited to, strikes by suppliers, transportation and services, failure in third party deliveries, failure in transportation systems, natural catastrophes, floods, storms, uprisings, strikes, labour conflicts, work stoppages by the Vendor's personnel or its subcontractors' personnel, sabotage, acts, omissions or intervention by the government or any of its agencies, accidental stoppages in the Seller's factory due to breakdowns, etc. and all the force majeure causes contemplated in the current legislation which affect the Vendor's activities either directly or indirectly.

15.3 When there is a cause of Force Majeure, the Vendor will notify the Buyer as soon as possible, explaining the cause of Force Majeure and the estimated duration. The Vendor will notify the buyer on the termination of the cause of Force Majeure specifying the period of time necessary to comply with the obligations suspended due to said Force Majeure. The occurrence of a cause of Force Majeure will give the Vendor the right to a reasonable extension in the date of delivery.

15.4 Should the cause of Force Majeure last for a period longer than three (3) months, the Parties shall negotiate to reach a fair and adequate solution to the circumstances, taking into account the Vendor's difficulties. If no reasonable agreement is reached within thirty (30) days, the Vendor may cancel the order, with no responsibility on his part, by written notice to the Buyer.

16. Non-Disclosure Clause.

The Buyer and the Vendor shall treat as confidential all documents, data, materials and information disclosed, shall not share it with third parties, and will refrain from using it directly or indirectly other than for the development of the Project (Supply/Service), unless said disclosure or use is authorized by previous written consent of the other Party.

Notwithstanding the above, the Vendor is authorized to provide the Buyer's name and basic details of the Project (Supply / Service) as part of their business references.

17. Termination of the Contract.

17.1 Either Party may terminate the order immediately by virtue of written notice to the other Party, if the other Party fails substantially to comply with the terms of the order.

17.2 In order to constitute substantial non-compliance, the Party accused of said non-compliance must have been notified in writing previously and failed to comply within a thirty (30) day period of said notification.



17.3 The following will also be cause for termination of the order:

- The dissolution or liquidation of either Party, except for the case of mergers realized within the Group of Companies each one pertains to.
- The cessation of activity of either of the Parties.
- The persistence of a situation of Force Majeure / suspension for more than three (3) months from the date of reception by one of the Parties of the first written notification sent by the affected Party as referred to in Clause 15.
- Any other cause for termination expressly detailed in other Clauses in the present Conditions.

17.4 In the event of termination for reasons attributable to the Vendor, the Buyer will:

- Pay the Vendor the amount corresponding to the value of the equipment and material already supplied in accordance with the prices established in the order.
- Have the right but not the obligation:
 - To buy the equipment and materials pending delivery, satisfying the amount due once they have been delivered, and
 - To subrogate in Vendor's position in Vendor's contracts with its suppliers and / or subcontractors (step-in rights).
- Have the right to be compensated for the damages suffered as a result of Vendor's breach of contract, within the limits established in Clause 11 of the present Conditions.

17.5 In the event of termination for reasons attributable to the Buyer, the Vendor will have the right to perceive:

- The amount corresponding to the value of the equipment and materials already delivered in accordance with the prices established in the order.
- The amount corresponding to the value of the equipment and materials pending delivery that the Vendor is obligated to receive from his subcontractors and suppliers, once they have been delivered to the Buyer,
- The amount corresponding to the cancellation of the orders issued by the Vendor to his suppliers and subcontractors, when said cancellation is possible, and compensation for other damages suffered as a consequence of the Buyer's breach of contract.

17.6 In the case of termination due to a Force Majeure event, the Vendor will have the right to perceive:

- The amount corresponding to the value of the equipment and material already supplied in accordance with the prices established in the order,
- The amount corresponding to the value of the equipment and materials pending delivery that the Vendor is obliged to receive from his subcontractors and suppliers, once said equipment and materials have been delivered to the Buyer, and the amount corresponding to the cancellation of the orders issued by the Vendor to his suppliers and/or subcontractors, when said cancellation is possible.