

General Terms and Conditions of Sales, Delivery and Payment of NEUMO EGMO SPAIN S.L.

REV. 01

Edition date: 11.06.18

Reception date: 15.10.19

I. Validity/Quotations

1. All deliveries, services and quotations are made solely on the basis of these General Sales, Delivery and Payment Terms (hereinafter: "General Delivery Terms"). They are components of all contracts we conclude with our contract partners (hereinafter also: "Buyers") related to the deliveries and services offered to them. They also apply for all future deliveries, services or quotations to the Buyer, even if they are not agreed again separately.
2. Terms and conditions of the Buyer or third parties are not applicable, even if we do not deny their validity separately in individual cases. Even if we refer to an item of correspondence which contains or refers to the Buyer's terms and conditions, this is not tantamount to acceptance of the validity of those terms and conditions.

II. Prices

1. Unless otherwise agreed, our prices are EX WORKS from our plant/warehouse in Tarragona, Spain (EXW/Tarragona), excluding transport, packaging and the respective legal VAT.
2. If the material is delivered in packaging, we shall invoice it and its return is not accepted.

III. Payment and invoicing

1. Invoice must be pay within the due date.
2. Claims disputed by us or which have not been established by a court of law, do not entitle the Buyer to retain or offset payment.
3. If the payment deadline is exceeded, or when the Buyer falls into arrears at the latest, we are entitled to charge interest that will accrue automatically without need of prior request. We reserve the right to assert claims for damages due to the delay above and beyond this.

IV. Offers and Orders

1. These conditions will form an integral part of all offers and agreements relating to the sale of NEUMO EGMO SPAIN products.
2. The offers made by NEUMO EGMO SPAIN will not be binding and will be valid for a period of fifteen (15) days from the date of issue, unless otherwise agreed in the offer. NEUMO EGMO SPAIN may revoke an offer at any time prior to the order by the Buyer.
3. Minimum order: € 150 (excluding VAT, transport and packaging). In the event that the client requests a minimum order, a surcharge of minimum € 30 could be applied.
4. Any order placed by the buyer based on a previous offer from NEUMO EGMO SPAIN, must be confirmed by NEUMO EGMO SPAIN in writing to the Buyer, through the Order Confirmation. The Buyer must review it and inform to NEUMO EGMO SPAIN in case there is any discrepancy in relation to his purchase order. If NEUMO EGMO SPAIN does not receive a reply within 24 hours, the Order Confirmation is considered accepted as final contract.
5. Any modification to the order will be considered a new order, so it will require written confirmation by NEUMO EGMO SPAIN. Any additional term or condition that the buyer enters in the order on the previous offer of NEUMO EGMO SPAIN will only be binding if NEUMO EGMO SPAIN expressly confirms it in writing.
6. The orders will be binding after the confirmation and in case of conflict between the order and its confirmation, the conditions of the latter will always prevail.

V. Delivery

1. Our order confirmation shall determine the agreed delivery time.
2. The delivery period will be considered as approximate, and may be modified by NEUMO EGMO SPAIN, when there are justified causes of any kind that prevent delivery within the agreed period.
In case the buyer requests a delay in the delivery on the date of confirmed delivery, NEUMO EGMO SPAIN may pass on to the buyer all the expenses caused by such delay.
3. We are entitled to make partial deliveries unless expressly requested by the buyer.
4. When the items are handed over to a shipping company, freight forwarder or other third parties selected for implementing the shipment, and when they leave our plant/warehouse at the latest, the risk passes to the Buyer

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for all transactions, even for carriage-paid and free delivery. The Buyer is responsible for and shall bear the costs of unloading.

VI. Claims

1. For make orders, we are entitled to produce the entire order at once. No requested changes can be taken into consideration after issuing the order, unless this was expressly agreed.
2. No returns of material will be accepted if there is no written confirmation from NEUMO EGMO SPAIN.
3. If we expressly consent to returns items delivered properly, we are entitled, without specifying it separately, to issue a credit note deducting up to 25% of the total in concept of handling, control and restocking. Any return deliveries must be made free of charge to us. Special material, items cut to size as well as items that are not in perfect conditions, neither in their original packaging, can not be returned.
4. No refunds of any kind are accepted after 6 months from delivery
5. The Buyer is obliged to inspect the items on receipt and before use to ensure that they are free of faults and are suitable for the intended use in every way. Complaints for obvious or apparent faults of the items must be made in writing immediately after receipt of the items, within 10 days at the latest; otherwise they shall be deemed accepted.
6. In the event of justified, immediate complaints, we are free to choose whether to rectify the fault or deliver a fault-free item. The Buyer must give us the time and opportunity required to rectify the fault at our discretion.
7. We shall not accept expenses arising from the fact that the items sold were transported to a place other than the headquarters or a subsidiary of the Buyer.

VII. Retention of title

1. NEMO EGMO SPAIN will maintain ownership of the goods delivered until the Buyer has made the payment in full.
2. If the Buyer processes or mixes the unpaid goods in or to form part of a new item, NEUMO EGMO SPAIN will have the ownership proportional to the value of the unpaid goods in the new item until the moment in which the total payment has been received. of the original merchandise.
3. If the Buyer sells any unpaid merchandise or a new item, the Buyer hereby assigns the buyer's credit for such resale or a proportion of its right against the third party, equivalent to the debt for the unpaid merchandise sold.
4. Likewise, in case of unpaid merchandise, NEUMO EGMO SPAIN may proceed to the paralysis of each and every one of the pending deliveries of the Buyer, reserving the adoption of those measures it deems appropriate.

VIII. General limitation of liability

1. Except as expressly provided in these general conditions or otherwise agreed, NEUMO EGMO SPAIN will not be under any circumstance considered responsible for accidental, indirect or consequential losses or damages, including, but not limited to, loss of profits, loss of production or waste production, as well as claims by the buyer's customer.
2. NEUMO EGMO SPAIN will not be held responsible for any claim after six months from delivery and your total liability will not exceed the smallest amount of the invoice for the defective goods in question or for the amount received by NEUMO EGMO SPAIN from your insurance company.

IX. Copyright

1. We reserve the copyright to cost estimates, drafts, drawings and other documents; they may only be made available to third parties with our consent. Drawings and documents pertaining to offers must be returned to us on request.
2. If we deliver items based on drawings, models, samples or other documents provided by the Buyer, the Buyer assumes liability for ensuring that property rights of third parties are not violated by doing so. If third parties prohibit our manufacturing and delivery of such items based on property rights, we are entitled to cease all activities - without any obligation to examine the material and legal situation - and demand damages if the Buyer is liable. The Buyer also undertakes to release us immediately from all claims by third parties in relation to this.

X. Venue, jurisdiction and applicable law

1. The venue for the delivery and payment is Tarragona, Spain. The jurisdiction for legal entities is Tarragona, Spain. We may at our discretion file legal action against the Buyer in its jurisdiction as well.
2. The law of Spain applies in addition to these conditions for all legal relationships between the Buyer and us. The United Nations Convention on Contracts for the International Sale of Goods from 11/04/1980 are applicable.

XI. Export/Import Control.

The parties acknowledge that any information, including Confidential Information, provided or received under this Agreement may be subject to governmental export control legislation including, but not limited to, the relevant legislation in the countries where the Parties are established, the U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EAR"). Recipient represents and warrants that no Confidential Information received hereunder shall be disclosed to any non-U.S. person or firm, including non-U.S. persons employed by or associated with Recipient, nor shall any data be exported from the United States, without first complying with all requirements of the ITAR and the EAR, including the requirement for obtaining an export license and/or technical assistance agreement, if applicable.

- The Buyer acknowledge that any purchase or delivery provided or received under this Agreement must be subjected to export control legislation including, but not limited to, the relevant legislation in the countries where the Parties are established and the U.S. Regulations due to goods origin, specifically, the U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EAR").
- Recipient represents and warrants that no Confidential Information had been received hereunder this purchase agreement.
- The CLIENT acknowledges having received from NEUMO EGMO SPAIN a particular "General Terms and Conditions of Sale Delivery and Payment", and shall respect, comply and observe all the provisions included.