Article 1: Application and enforceability of the General Conditions of Sale

These general conditions of sale (hereinafter the “GCS”) are applicable for any and all orders or requests for Products submitted by the Customer to the Seller, or for any Products purchased or returned by the Customer. In any case, the Seller shall be informed of any modification to the GCS with due reservation whatever, to these GCS, and the exclusion of the application of any other terms or conditions that may be contained in any other document issued by the Seller. No particular condition shall prevail over these GCS and in case of any discrepancy, the prevailing term shall be determined by the order or by the act of writing. Any modification to the GCS of this agreement with the Products delivered, reported to the Seller in accordance with Article 8 shall be considered cases of force majeure: war, mutiny, fire, strikes, accidents and the impossibility for the Seller of receiving supplies not attributable to the Seller. The Seller shall inform the Customer in a timely manner of the cases and events listed above.

Article 2: Availability of the General Conditions of Sale

These GCS will be made available by the Seller prior to entering into the contract between the parties. Furthermore, these GCS are fully available to the Customer on the website of the AG (www.aliberico.com), which can be accessed before contract agreement.

Article 3: Products

“Products” refers to the items described in the Particular Conditions (as defined in Article 4 below).

Article 4: Request for offer and order

Unless otherwise agreed in the Particular Conditions, the order must either personally, or by electronic means, or through the sales staff of AG, request an offer from the Seller, specifying the Product needs (types, dimensions, volumes, qualities, etc.). The Customer must provide AG with the identification data necessary to complete the New Customer Form. Once the offer request has been received, the Seller will study it and make an offer to the Customer concerning both the Products and possible financing thereof, the granting of which in any case will be subject to the discretion of AG. This offer will be valid for seven (7) days as of the date of the offer, within which period the Customer must place its order, otherwise indicated in the Particular Conditions. Such orders will not be firm until the Customer receives express written notice from the Seller accepting and making payment for the Offer document. In this case, the Seller will have the right to refuse the order if the specific terms and conditions established in the order shall constitute the particular conditions that complement and complete these GCS (hereinafter “Particular Conditions”). In the event of a discrepancy between the GCS and the Particular Conditions, the latter shall prevail over the former, in the terms indicated in article 1 above.

Article 5: Cancellation and/or Modification of the order

Products are non-transferable. Any modification of any order requested by the Customer shall only be effective if made in writing, within seven (7) days after confirmation of the order and shall be subject to the agreement of AG. In case of cancellation of the order, Products sold in packaged form, the weight and measurements of each package on leaving the warehouse will be sufficient evidence of the quantities delivered.

Article 6: Forms of delivery of Products

Unless otherwise agreed in the Particular Conditions, the Seller shall comply with its obligations to Products delivery in any of the following cases: (i) by direct delivery to the Customer, (ii) by giving notice of availability and/or by delivery to a haulage company or professional designated by the Customer at the Seller’s premises. In the event of notice of availability, the Customer must withdraw the Products within fifteen (15) days of the date of notice, otherwise, it will be considered overdue. At the end of this term, and notwithstanding the actions available to demand performance of the contract, the Seller may consider the order cancelled and the sale unilaterally terminated. The same rule shall be applicable in the event that delivery is to be made at the Seller’s premises to a haulage company or professional designated by the Customer. The Customer shall provide all the material and/or equipment necessary for the delivery of the Products. The Customer will defray all the expenses and costs of locating the Products at the Customer’s premises.

Unless otherwise agreed in the Particular Conditions, the Seller will deliver the Products packed according to its procedures. In the event that the Customer wishes delivery to be made to the Seller’s premises, checking and verifying the Products there, the Customer must notify the Seller of this fact on the order or in the request of offer document. In this case, the Products will be verified following the Seller’s procedures, and the Customer must defray the expenses this causes.

Article 7: Delivery terms

The delivery term for the Products will be specified in the Particular Conditions. The Seller may make partial deliveries. The delivery terms are approximate and not binding on the Seller. Failure to comply therewith shall not generate any obligation to compensate whatever and shall not entitle the Customer to withhold any amounts owing to the Seller, nor to cancel any outstanding orders. However, unless there is a cause of force major, as herein defined, the Customer, at the Seller’s request, may enter into a contract for the purchase and use of specific material for the Customer. To this purpose the Seller may retain payments advanced by the Customer.

Article 8: Return of Products or reimbursement of the price

In the event of disagreement with the Products delivered, reported to the Seller in accordance with Article 8 above and as a result of any fault on the Seller’s part, the Customer’s option, obtain a replacement, in which case the Customer shall defray the expenses and risks of such a return, or reimbursement of the price paid for the Products, in which case the Seller’s liability shall be limited to the amount of the price paid by the Customer. In either of these cases, the Customer must notify the Seller of this fact, in writing, giving notice of the claim. As regards Products sold in packaged form, the weight and measurements of each package on leaving the warehouse will be sufficient evidence of the quantities delivered.

Article 9: Return of Products or reimbursement of the price

The Seller shall observe the offers received, pay no VAT or any type of indirect tax, and the amount of any value added tax paid by the Seller shall be credited to the Customer as a deduction in accordance with the Particular Conditions. Any tax, tariff, duties or other charge payable in accordance with Spanish legislation or the legislation of the country of destination of the Products or a country treaty, shall be defrayed by the Customer. Any costs and expenses of transport, assembly and insurance shall be defrayed by the Customer.

Article 10: Invoicing

The Seller shall issue an invoice for each of the deliveries of Products. The date of dispatch of the Products will also be the date of issue of the invoice and the date of reference for payments and other items related to payment. The Customer consents to receive electronic invoices. Notwithstanding the foregoing, the Customer may opt to terminate the electronic invoicing service at any time by submitting a request to this end in writing or by email.

Article 11: Delay or default in payment

If on the due date of a payment obligation, payment is not made, the Seller shall demand payment from the Customer, and may suspend all or part of the Customer’s outstanding orders, notwithstanding any other legal right the Seller may have. Furthermore, and as an effect of the default, interest shall start to accrue in favour of the Customer automatically and with no need for notice to the Customer, until payment is made, at a rate which will be established in accordance with Act 3/2004, of 29th December, establishing measures against default in payment, with an interest rate of forty-eight (48) hours after the Customer has received a demand for payment, if it has not been made, the Seller shall be entitled to terminate this contract and any contracts entered into by the Customer with AG. In this case the Seller shall be entitled to (i) request the return of the Products sold, notwithstanding its right to compensation for any damages suffered, and (ii) if payment had been rejected, the Seller shall be entitled to demand immediate payment of the total price. The Seller may also terminate all or part of the sales of the Customer in question or of any entity of the Company’s group of companies or in which the Customer has a stake. In the event that the Seller opts not to terminate the remaining sales, all amounts owing by the Customer in respect of such other orders or for any other cause shall be payable immediately. Furthermore, the Seller shall reimburse the Seller for the expenses incurred in recovering in court the amounts owed and the legal costs, including the professional fees of Notaries Public, lawyers and court representatives.

Article 12: Payment

The Seller shall retain the title to the Products sold until payment of the total price has been made, plus interest and expenses. The failure to pay on any due date shall entitle the Seller to reclaim the Products sold. The Customer undertakes to communicate the existence of this retention of title clause to any third party wishing to acquire the Products.

Throughout the validity of the retention of title clause, the Customer undertakes to maintain and conserve the Products in good condition for the purpose for which they are intended, at its cost, and to maintain the labels or other material used to identify the Seller’s ownership of the Products. In the event that the Customer breaches its obligation to pay the price, interest and expenses to the Seller in the due terms and the Seller opts to terminate the contract, the Customer shall be entitled to the Journal of collection of the Products from the Seller’s warehouse, or, at the Seller’s option, to claim free dispatch of the Products to the Seller’s warehouse. If the Customer has transferred ownership of the Products to a third party, or if as a result of any circumstance a third party has become the owner of the Products, the Customer shall assign to the Seller, upon the Seller’s request to the actions in its favour against any such third party.

Article 13: Delay or default in payment

The Seller shall be entitled to the Journal of erroneous invoices. Notwithstanding the foregoing, the Customer may opt to terminate the erroneous invoices in recovering in court the amounts owed and the legal costs, including the professional fees of Notaries Public, lawyers and court representatives.

Article 14: Retention of title

The Seller undertakes to keep strictly confidential any information that has been supplied to it by AG, unless it was or becomes public knowledge, and not to convey it in full or in part to any natural or legal person, or to its subsidiaries, or to its external advisers.

Article 15: Industrial and intellectual property rights

The Seller is the owner of names and/or any other intellectual property rights, including, without limitation, all reproduction rights on the Products sold, and on prints, notes or specifications prepared by the Seller are the property of the Seller. No document delivered by the Seller may be copied or delivered to third parties without prior consent, and must be returned to the Seller when they claim the. The Customer undertakes not to erase from the Products, materials or documents delivered by the Seller, the trademark or patent reference or registration concerning the reproduction right or any other registration or symbol relating to the existence of any industrial and/or intellectual property rights.

Article 16: Offset

In the event of Article 1195 of the Civil Code, any amount owed by the Customer to the Seller and not paid on the established due date, shall be offset with any other amounts owed by the Customer in relation to other orders, provided that the Seller has given its prior written consent.

Article 17: Personal data protection

The Privacy Policy is available on the website of the Seller with whom the Customer is trading.

The Seller undertakes to keep strictly confidential any information that has been supplied to it by AG, unless it was or becomes public knowledge, and not to convey it in full or in part to any natural or legal person, or to its subsidiaries, or to its external advisers.

Article 19: Applicable law and jurisdiction

These General Conditions shall be construed in accordance with common Spanish legislation. For any disputes arising in relation to the interpretation, performance, rescission or termination of the General Conditions, the Parties submit to the jurisdiction of the Judges and Courts of the city of Madrid. The Seller hereby waives its rights of domicile for all matters arising in relation to these General Conditions, the judges and Courts of the applicable domicile shall be competent, in accordance with the applicable procedure. In all cases, the applicable law is of the Country where the Customer has its domicile and the Seller shall be considered to be aware of the entire contents of these GCS and adheres thereto, which become an integral part of the contract binding the Customer and the Seller.