

GENERAL SALES CONDITIONS ("G.S.C.")

1.- GENERAL

- (1) These Conditions shall apply to all contracts for the supply of goods sold by "Laminados Losal, S.A." (the Company). All purported conditions of the buyer or other terms, conditions or warranties whatsoever are excluded unless accepted by the Company in writing.
- (2) Any variation to this conditions shall be inapplicable unless agreed in writing by the Company.

2.- DELIVERY

- (1) Time for delivery is given as accurately as possible but is not guaranteed nor shall time be of the essence of the contract. The buyer shall have no right to damages or to cancel the order for failure to meet any delivery time stated in the event of any stoppage, delay or interruption or work in the Company's establishment as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Company.
- (2) Any date for delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the buyer. Alterations by the buyer in design, specification or quantities required may result in delay in delivery.
- (3) The buyer will ensure the provision to the Company of full and adequate access to the point at which delivery is to take place and a hard and safe draw-in at the delivery point.
- (4) The company will endeavour to comply with reasonable requests by the buyer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the buyer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby.
- (5) Unless otherwise specified in the order the buyer is responsible in all cases for unloading the delivery vehicle and shall be responsible for all loss of or damage to the goods during the course of such unloading. A delivery note or notes must be signed on receipt of the goods by the buyer or an employee of the buyer and such signature shall be conclusive proof of delivery of the goods to which the note refers.

3.- RISK AND RETENTION OF TITLE

- (1) Property in the goods shall not be transferred from the Company to the buyer until the buyer has paid to the Company all sums due to the Company under the terms of these conditions.
- (2) It is agreed that the goods shall be at the buyer's risk:
 - a. When the property in them is transferred to the buyer and/or
 - b. When the goods are delivered to or collected by the buyer its servants or agents irrespective of whether or not property has passed.
- (3) For so long as property in the goods remains with the Company and if the buyer has any of the goods in its possession then the buyer shall be the Company's bailee only of the goods and shall ensure that:
 - (i) (a) The goods are stored separately and are marked as to distinguish them from other goods in the buyer's possession.
 - (b) The goods are not sold or disposed of to any third party.
 - (c) The goods are not machined nor incorporated or mixed with or added to any other thing.
 - (ii) If in default of clause 3 (i)(c) above the goods are machined, incorporated or mixed with or added to any other thing then the machined goods or the products of such incorporation, mixing or addition shall be stored separately in accordance with clause 3 (i)(a) hereof and thereafter property in the whole of the goods or products shall pass to the Company.
 - (iii) On demand the buyer shall forthwith deliver up the goods (or if the goods have been machined, incorporated or mixed with or added to any other thing then the machined goods or products of such incorporation, mixing or addition) to the Company its lawful servants of agents and/or allow it to re-possess the same and the Company thereafter has a right to contract to sell such goods or product or products to a third party and the buyer shall indemnify the Company against any cost of showing title in the goods to such a third party.

4.- CANCELLATION

Cancellation will only be agreed by the Company on the following conditions precedent namely that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed forthwith by the buyer to the Company.

5.- PRICES

- (1) All prices are, unless otherwise stated, quoted net exclusive of VAT (which shall be due at the rate prevailing on the date of delivery) and are subject to confirmation at the time of ordering.
- (2) In the event of any alteration being required by the buyer in design or specification the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.

6.- TERMS OF PAYMENT

- (1) No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the buyer.
- (2) Time for payment shall be of the essence of the contract and if for any reason payment is not made on the due date by the buyer then the Company may without prejudice to any other right or remedy do any or all of the following:

- (i) Determine the contract forthwith by written or oral notice, or
 - (ii) Suspend all further deliveries and charge interest on any amount outstanding at the "statutory rate" established in Directive 2000/35/CE (article 3.1.d).
- (3) Payment terms
Unless otherwise expressly stated in the contract the price (including all freight and other charges) shall be paid in full and received by the Company on the last day of the month following the month in which the goods were despatched.

7.- DEFECTS APPARENT ON INSPECTION

- (1) The buyer shall have no claim for defects apparent on inspection unless:
 - (i) The buyer inspects the goods immediately on arrival at its premises or other agreed destination, and (in the case of machinery) tries the machinery by working it in the proper and correct manner during a period expiring on the fifth day from the date of delivery and
 - (ii) A written complaint is made to the Company within 7 days of receipts of the goods or the expiration of the test period whichever is the longer period and
 - (iii) The Company is given an opportunity to inspect the goods and investigate any complaint before any use or any further use is made of the goods. If a complaint is not made to the Company as herein provided then the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to pay for the same accordingly.
- (2) Where a valid complaint is made by a buyer under this condition the Company will at the Company's option repair the goods or supply replacement goods within a reasonable time. If the Company does so repair the goods or supply satisfactory substitute goods the buyer shall be bound to accept such repaired or substituted goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.

8.- WARRANTIES

- (1) Subject to the provisions of these conditions goods supplied by the seller will comply with the specification and standard, if any, agreed in writing between the seller and the buyer for the purpose of the contract which the goods are expressly described as complying with.
- (2) Unless the parties have expressly agreed in writing to modify this condition, then, notwithstanding the provisions of condition 8(1) above, any condition or warranty, statement or undertaking as to the quality of the goods or their fitness or suitability for any purpose however and whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded.
- (3) Without prejudice to the foregoing, no statement or undertaking contained in any Spanish Standard, Euronorm, ISO Recommendation, or other standard of technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability. The buyer shall satisfy itself that the goods are suitable for any produce or application for which they are to be used before the goods are incorporated into such product or application.

9.- LIABILITIES

- (1) Subject to the provisions of these conditions the Company shall be under no liability (including liability for any indirect or consequential loss of damage) of whatsoever kind howsoever caused whether or not due to the negligence of wilful default of the Company or its servants or agents arising out of or in connection with the goods or conditions, warranties or other terms expressed, implied, statutory or otherwise are hereby excluded.
- (2) If condition 9(1) above is held to be wholly or partly ineffective in relation to any claim the buyer shall not be entitled to reject the goods and any damages recovered by the buyer shall be limited to the price or, if lower, to the reasonable costs of remedying the breach, provide that the Company shall firstly be afforded the opportunity to carry out such remedial work itself.

10.- BUYER'S DRAWINGS

- (1) The buyer shall be solely responsible for ensuring that all drawings, advice and recommendations given to the Company either directly or indirectly by the buyer or by the buyer's own advisers or consultants are accurate correct and suitable. Examination or consideration by the Company of such drawings advice or recommendations shall in no way limit the buyer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.
- (2) The buyer shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to the supply of goods to the drawings and specifications of the buyer where such drawings and specifications should be at fault or where it is alleged that they involve an infringement of a Patent Registered Design copyright or Design copyright or other exclusive right.

11.- FORCE MAJEURE

Neither party shall be under any liability for any delay, loss or damage caused wholly or in part by act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute includes its employees or not or by reason of any other act, matter or thing beyond its reasonable control, involving failure by the other party to carry out the provisions of these conditions.

12.- FORUM

The contract shall be governed and interpreted exclusively according to the Laws of the Kingdom of Spain and shall be subject to the jurisdiction of the Spanish Courts only.