

## **SALES CONDITIONS**

### **1. Contract**

If there is no written contract, the contract between Goizper S.Coop., (hereinafter called GOIZPER) and the customer will be integrated by the written order issued by the customer (hereinafter called Order) and its correspondent order confirmation written by GOIZPER (hereinafter called Confirmation).

If there is no written contract, the Order and the Confirmation will form an indivisible part of it. If there is any incompatibility between the text of the contract and the confirmation, the content of the confirmation will be the valid one and will cancel the content of the contract that might be incompatible with the content of the order confirmation.

When a contract might be carried out in different phases and several supplies, each supply might be considered as an independent contract – specified in point 2- and each of the phases might have the consideration of individual contract and will be handled separately and independently.

### **2. Order and Confirmation**

The order shall always be by written: per post, email, fax or any other document that might support by written the content of the order.

The confirmation shall be issued by a written document, in any form valid for accomplishing the order. Any discrepancy between both documents shall be cleared up before the shipment of the goods. In the event of any discrepancy between both documents, the order confirmation will be the only valid one for defining the goods to deliver and the rest of contractual conditions.

Exceptionally, Goizper will be able to accept orders that might not fulfill the requirements settled in the previous paragraph (for example, admission of an order by phone). However in these cases the only valid document will be the Order confirmation that will be issued as explained above.

In any case, the offers and budgets issued by GOIZPER cannot be considered as Confirmation. Offers and/or budgets can be considered as no valid, and consequently not accepted, if the customer does not confirm it by written in the next 60 days from the offer or budget, when nothing is stated in the offer/budget.

Finally, GOIZPER has got the right to reject an order from any customer without the need of justifying the reason for the reject.

### **3. Delivery**

Generally and if nothing else is stated by written, the sale will be in EXWORKS conditions, that means that GOIZPER will put the goods at the customer disposal – or at the forwarder agreed by the customer for the transport of the goods – at Goizper´s warehouse. All the expenses (transport, insurance, customs, etc) as well as the risks shall be incurred by the customer.

We understand that the goods are at the disposal of the customer at Goizper´s warehouse when GOIZPER advises by telephone or by written. In the event of advice by phone, we might consider that customer is aware of the readiness of the goods after 30 days from the delivery date estimated by GOIZPER.

Goizper will never offer firm, definitive and/or binding delivery dates. In this sense, all the data indicated by Goizper will be estimated and approximated and will be informed by Goizper only with the aim of a good business relationship. Goizper will not assume any direct or indirect responsibility of lost or damage originated by the delay in the supply.

In the event of a delay from the customer in the reception of the goods put at disposal, GOIZPER could claim to the customer a payment of an amount for storage expense from the 7<sup>th</sup> day of the readiness of the goods until the pick up of the goods. If after 90 days the goods are not picked up GOIZPER can use the goods freely but can claim the storage expenses explained in this paragraph.

### **4. Price and payment conditions**

The unitary and global price to be paid by the customer in each contract will be indicated in the order confirmation, in the terms specified in point 2. All prices are submitted to the VAT in its corresponding tax.

Except contrary agreement of both parties indicated by written, price shall be paid at sight.

GOIZPER reserves the right to reject an order if there is no agreement with the customer as far as payment terms are concerned.

The delay in the payment of the agreed price will origin an immediate interest rate established by Law 3/2004 from the 29th December and GOIZPER reserves the right to claim the payment of the interest rate for late payment, as well as to take any other action for the delay in this payment.

## **5. Domain Reserve**

As covered by Law 3/2004 from 29th December, every contract will have a domain reserve in favor of GOIZPER, so that GOIZPER will own the goods supplied until the complete amount is paid.

In the event of nonpayment, GOIZPER reserves the right to recover the material even if this material is already delivered to a third party. In this case, the customer will make the necessary arrangements and will advise GOIZPER about the pick up place of the material.

## **6. Material Shortage**

After reception, the customer will immediately control and verify the quality and quantity of the delivered goods. Any claim as far as shortage is concerned will only be considered if GOIZPER gets a written notification in this sense within (4) days from the reception of the goods.

Goizper will be informed by written and in the same above established period about goods delivered in wrong or not satisfactory condition.

If there is no written communication on the above established terms, GOIZPER will understand that the goods has been received satisfactorily.

## **7. Return of material**

Goods supplied correctly and received as satisfactory by the customer cannot be returned without acceptance by written by GOIZPER.

If the return of the goods is accepted, the customer will send the goods freight prepaid and will accompany the goods with a document indicating the date of the invoice as well as the reason for returning the goods.

A credit of the return goods will only be accepted if all the articles are in the same conditions as when they were delivered, without any mark and in are fully useful for Goizper.

## **8. Guarantee**

GOIZPER will guarantee the correct manufacturing and supply of the goods (the guarantee covers the repair or replacement of any non fungible element) only when being the goods correctly installed and in normal performance, it may content any defect as far as design, material or labour is concerned.

GOIZPER guarantee will only be effective if the defect is notified to Goizper by written under the 2 following circumstances:

- The machine where the goods are installed is set up within 12 months before the written notification.
- The written notification is sent after the 18 months from the issue of the invoice of the goods.
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GOIZPER will offer the same guarantee of the repaired or replaced goods within the 6 months from the date of the repair or replacement.

The guarantee will be for the goods at GOIZPER, that means the customer will put the goods at Goizper for repair or replacement and then will be arrange collection to their plant.

In the case of products distributed by GOIZPER that are within the scope of other manufacturers, GOIZPER 's responsibility will not exceed the guarantee of the original supplier.

GOIZPER will not assume any defect originated for a drawing error and/or for any wrong specification given by the customer.

Finally, and within the responsibility and guarantee limits explained, GOIZPER will not take charge of any damage or compensation that the customer might have to pay to third parties. Goizper will only repair or replace the defective material at Goizper Plant, without taking charge of the transport costs.

## **9. Technical data and drawings**

All the specifications, drawings, weights and dimensions informed by GOIZPER are approximated, with the aim to have a general idea of the products, and do not form part of the contract.

## **10. Industrial property rights**

Drawings, descriptions and informations presented by GOIZPER belong to GOIZPER and therefore GOIZPER has the industrial property rights recognized by the Spanish and international norms applicable.

## **11. Customer obligations**

The customer shall assure that all the products used and adjusted by qualified experienced personnel. If the customer does not know how to use of adjust the products correctly the customer might send to Goizper a written asking for more information and technical data in this sense. If any claim or incident

occurs at a third party due to any negligence from the customer, the customer will take charge of all the damages originated.

## **12. Divisibility and autonomy of the clauses**

Every obligation will be considered as single and will be executed so.

At the same time, every clause in this document will be completely autonomous and independent so that the cancellation of any of them by a competent authority will not affect to the rest that will be in vigor and will have a binding character between the parties.

## **13. Law and jurisdiction applicable**

The contract and the indicated sales conditions for any good sold by Goizper to any customer will be applied and interpreted by the Spanish Law and Goizper and the customer will have to act accordingly.

In the event of any litigation with the sales conditions above explained, the parties will be submitted to the Court in Bilbao, Spain.