

## CONDITIONS OF SALE ESINSA, SL

### 1. DEFINITIONS

For the purposes of these Conditions, the term:

**ESINSA:** ESINSA, S.L.

**Client:** Any natural or legal person who buys products at ESINSA.

**Standard product orders:** Order ESINSA referring to products that usually feature in their catalogs, or brochures, and do not require additional manufacturing processes.

**Orders for non-standard products or special designs:** Orders concerning ESINSA products that require special additional processing or manufacturing, to customer-specific requirements.

**Additional costs:** Costs arising from different concepts of the product price, accrued as a result of Customer's order, such as kits, container units, special labels, nonstandard packaging, or other duly accredited concept.

### 2. SCOPE AND EFFECTIVE

These Terms apply exclusively to clients of ESINSA.

These Terms shall come into force and shall be accepted by the customer when an order is placed to ESINSA and remain in force until the conclusion of the contract between the parties and termination of the obligations assumed by each.

These conditions will apply to all purchases made by the Customer to ESINSA, notwithstanding the specific conditions that the parties may agree in writing.

All other conditions proposed by the Customer of these, which was not accepted in writing and expressly ESINSA, lack of effectiveness and will not be binding.

The documents issued by different ESINSA to these Terms, such as: brochures, catalogs etc.. have simply information value and ESINSA reserves the right to modify them at any time.

### 3. COMMAND AND CANCELLATIONS

The command CANCELLATIONS can be made by the Customer through any means, meaning ESINSA accepted when it is recorded in the computer system of ESINSA.

The Customer, upon an order shall specify among other data (number of units, place of delivery, etc.), offers or inquiries ESINSA.

Failing that, ESINSA can supply the product deemed most similar to the request. Orders of non-standard or special fabrications, the Customer will provide a detailed plan and pay the tooling before they start producing them.

The bids, plans, designs, etc., ESINSA make are our exclusive property. Therefore, the Customer may not transfer them to any third party without the written consent of ESINSA.

Cannot cancel orders for non-standard products or special manufactures accepted by ESINSA.

To cancel standard product orders accepted by ESINSA, must consent in writing.

If the cancellation involves some damage, ESINSA may request to the Customer a payment of the same, plus an allowance equivalent to 10% of the sales price.

### 4. DELIVERY - TIME - ADDITIONAL COST - SUSPENSION

Delivery times stated in ESINSA documents (such as receipts, offers or budgets) are approximate, unless there is a written undertaking that the guarantees.

The delays that may occur in the delivery of the product will not result in the termination of the contract, or compensation of any kind.

Customer agrees to be send partial lots of product or service where circumstances or require storage by ESINSA.

For additional costs accrued as a result of an order of any kind, all expenses will be borne by the Customer, which shall be paid by next the amount of products supplied.

ESINSA may suspend or delay delivery of the products if there are unforeseen circumstances beyond their control that prevent. In that case, just that from the moment you know those circumstances, contact the Customer by any means, suspension or delay in delivery, being free of all responsibility for the delay.

ESINSA reserves the right to give orders that apply only to units equipped in multiples, as well as provide plus or minus 10% of the quantities of each order according to their availability of time.

If the Customer is in default of payment or ceases its activity, ESINSA may cancel outstanding orders at the time, lock the account and supply of materials.

### 5. TRANSPORT

All goods are sent to Ex works, and travel at the risk of the Customer.

Also if the Customer requests an expedited shipment or some specific means of transport, the costs generated will also be responsible.

In both cases, the damages suffered in transit shall be borne by Customer.

All products are delivered to the carrier ESINSA prior quality control and packaging, so that the customer upon receipt at destination products acquired should be stated in the delivery note, any appreciable outward or visible defect in the products, and derived from the transport.

ESINSA neither assumes nor the negative effects that may occur in the goods during transport (loss, damage, etc.), And the damage that may be caused by delays in delivery from any cause.

The products subject to delivery to the Customer or buyer at ESINSA facilities:

They must be picked up within five days, from Customer communication that are available.

ESINSA May charge the Customer for storage and other generated, if the products were not collected within five days.

Notwithstanding the foregoing, if the Customer does not collect the products ordered ESINSA stores within a maximum of 20 days from the submission that are available, ESINSA may require compliance or terminate the supply contract.

The Customer may request at any time ESINSA the price of the products in which you are interested. These prices are only valid for the period indicated by ESINSA in their customer communications.

If record is not made any validity period, be deemed to be only 30 days.

The invoice price shall in any case the product price in effect at the time of the provision of goods for Customer.

Prices are net (without taxes, transportation, quality certificates or other items).

The prices may be amended at any time by ESINSA, subject to existing contracts with its

If during manufacturing of orders prices are modified by fluctuating prices of raw materials or other reasons beyond ESINSA, these modifications will be assumed by the Client prior ESINSA communication.

Prices of products of ESINSA refer to units, except in the case of products with packaging that contains multiple units. In such case, the minimum selling will be the quantity of a package.

### 6. BILLING

Unless agreed otherwise in writing, each order will be billed individually by ESINSA, issuing the invoice within 15 days of the date of the delivery note.

The invoice amounts are not subject to negotiation, no discount whatsoever.

## 7. PAYMENT

All orders for amounts less than € 75 will be paid in cash , notwithstanding that orders for larger amounts may be subject to other conditions .

Payments for orders from 75 € must be made in the manner stated in the previous section, except where the Customer has agreed with ESINSA special payment .

In this case, payment of orders from 75 € can also be done by bank transfer to the account of ESINSA , or by debiting the account . Account that purpose designated by the Customer.

Exceptionally ESINSA may accept or notes heels accredited clients solvency, being in these cases all bank charges and others from occurring by the Customer.

The Customer shall make payments within 30 days after the date of issuance of the bill of ESINSA.

Only be accepted prior deferrals by ESINSA by written confirmation.

Notwithstanding the foregoing, ESINSA may provide a line of credit to its customers based on the timeliness of your payments and the amount of orders.

All bank charges arising from defaults will be charged to the Customer.

Non-payment by the Customer of any invoice or debit ESINSA for will result in addition to any damages claim, the accrual of default interest on unpaid principal, equal to the current legal rate of interest plus seven points, since the maturity of the bill or debt.

## 8. RETURNS AND RESALE

ESINSA not accept returns of any products, once delivered to its clients, or made available.

Exceptionally ESINSA will accept returns of standard products provided that each and every one of the following conditions:

-The existence of refund request by the Customer, and ESINSA turn agrees in writing.

-That the product returned by the Customer deposit in warehouses ESINSA source within a maximum of 7 days from delivery.

-That the returns are made with the original package, unused material and in perfect condition, accompanied by a copy of the delivery note.

-That the Receiving Department and Quality Control Department of ESINSA give their agreement to the returned.

-That the Customer pays all expenses incurred for the return, and any damage or loss may have been caused to ESINSA for that purpose.

In any case, ESINSA reserves the right not to accept the return, especially if the bad defects were due to storage, preservation, transport or handling.

Returns shipped at Customer's risk, unless due to an error or cause attributable to ESINSA, in which case it will require written acceptance.

Under no circumstances accept returns of special fabrications, machined items, or in general any non-standard product.

Resellers Customers are responsible for their relationship with the end user and not trespass on ESINSA no liability for events occurring after the delivery of the product, except as provided in the cases expressly provided by law.

## 9. WARRANTY AND LIABILITY

As regards contracts for the sale of consumer goods (or tangible personal property for private consumption ) that ESINSA held as a seller directly with consumers , shall apply the provisions of Law 23/2003 of July 10 , Guarantees in the Sale of Consumer Goods and complementary legislation.

The remaining supply or purchase contracts concluded by ESINSA with its customers, who are not included in the scope of the legislation cited above, shall be governed by these conditions.

Any complaint about the content of the delivery note or the products purchased must be made in writing to ESINSA within 7 days from delivery.

ESINSA guarantees the quality of their products in terms of its suppliers. The warranty for manufacturing defects is limited to replacement of the defective product with another of the same features, except the payment of damages.

In any case, to be accepted to replace a product would require the agreement of the Department and the Department of Technical and Quality Control ESINSA.

ESINSA is not responsible for claims from inadequate product selections, assembly deficient.

In any case, no claims to ESINSA can be made due to damage resulting from handling products by Customer, transportation, or similar apparent defects.

The content ESINSA catalogs (technical specifications, drawings, etc.) Is informative and does not in itself no commitment or contract with the Client.

Any liability for the storage, care or handling ESINSA products, Customer is transferred from the time of delivery or provision.

The products supplied will be of full ownership of the Customer, until the price has been paid in full and effective ESINSA.

## 10. RESOLUTION AND EFFECTS

In case of breach by the Customer of any of the obligations incumbent, especially if lacking a partial or full payment of the invoices issued by ESINSA, it may, upon prior written notice, in advance of three days, requiring compliance with the contract and the total payment of sums due, plus interest on arrears agreed, banking and administrative expenses accrued, or take it for fully terminated requesting the return of the goods transportation charges by the Customer, together with all damages caused, and an allowance equal to 10% of the total price of the outstanding orders, which expressly agreed by way of penalty.

## 11. JURISDICTION AND VENUE

Any dispute arising from the application of the General Conditions shall be subject to the jurisdiction of the Courts and Tribunals of the city of Tarragona.