



GENERAL TERMS AND CONDITIONS OF SALE, COMETAL, S.A.

All orders confirmed by COMETAL, S.A., hereinafter COMETAL, and all deliveries of goods and transactions carried out by COMETAL will be subject exclusively to the following terms and conditions. Any additions or corrections and any terms and conditions of purchase of the purchaser will only be valid if they have been expressly accepted in writing by COMETAL. This will apply even when COMETAL expresses no objection to the purchaser's conditions or terms and conditions of purchase.

1. Term of delivery

No delivery date will be binding on COMETAL unless it has been expressly accepted in writing. The term of delivery accepted by COMETAL starts running as of the date of our confirmation of reception of the all the necessary documents and/or information.

If it has been agreed to deliver the supply within a certain time period, COMETAL will be entitled to make the delivery at any time within the set period as it sees fit, unless it has been established in the terms and conditions of sale that the purchaser has the right to fix the delivery date by means of a written communication.

If it has been agreed that the deliveries are to be fractioned, they will be uniformly distributed throughout the period agreed. If the delivery date has not been expressly agreed in a sales contract, COMETAL will make every reasonable effort to ensure prompt delivery.

The term of delivery will be appropriately extended in the event of the occurrence of cases of force majeure or circumstances beyond COMETAL's control and which have a significant impact on the execution of the deliveries, such as transport strikes, general strikes, etc. COMETAL will not be responsible for the aforesaid circumstances if they occur within a term of delivery that has already begun. The start and end of such impediments will be communicated to the purchaser as soon as possible.

2. Prices

COMETAL's prices include packaging but not taxes, customs duty, insurance or transport costs unless otherwise confirmed by COMETAL in writing. None of COMETAL's prices are binding save those listed in our written confirmation of an order. Any verbal or additional agreement must be confirmed in writing by COMETAL in order to be valid.

For sales realised in Spain, the amount of the sale will always be increased by the amount of value added tax, even if this is not detailed in the written order received.

If after an agreement, due to a publicly known circumstance, doubts exist as to a client's solvency, COMETAL will have the right to cancel the sales agreement unless a bank guarantee is provided for the price of the order or this is paid in cash on delivery of the goods.

3. Payment

Unless express written indication to the contrary, COMETAL's prices will always be understood to be in cash, payable by bank transfer without any type of deduction on the agreed sum for any reason whatsoever. Disputes regarding claims do not authorise the purchaser to make any kind of deduction or to cancel or delay payment. Payment in the form of bill of exchange or money order will be accepted with all associated rights reserved.

If the client's financial situation should deteriorate, COMETAL will be authorised to demand the immediate payment of any sum owed to it.

If COMETAL does not receive payment on the agreed date, the purchaser will be obliged to pay interest on the delayed sums at the interest rate resulting from adding a differential of 5.00 percentage points to the 3-month EURIBOR. All COMETAL's other rights deriving from the purchaser's default will not be affected in any way by the above.

4. Reservation of right of legal ownership.

COMETAL will retain legal ownership over all the goods of the transaction until they have been paid in full by the purchaser, including the interest, commissions, penalties and any other associated obligation that the debtor should assume as a result of the fulfilment or non-fulfilment of its obligations.

Once the price has been paid and all the associated obligations of the purchaser fulfilled, the goods will legally become its property and only then it will have the right to dispose of them.

If the amount of the sale is not paid or all the purchaser's obligations have not been met in the terms provided, the latter will return the entire goods to COMETAL in the same state as it received them, or if they were consumable, other goods of the same type and quality, in the same state of protection, conservation and packaging. This obligation may be replaced by the market value of the goods, only when the latter, at the time the default occurs, is higher than the price agreed by the parties.

The incorporation of the goods of the transaction in any kind of production procedure and their transformation, processing and any

other kind of handling, will in any case be subject to the legal reservation of ownership provided in COMETAL's favour; therefore:

- Any third party involved in any of the said activities must be informed as to the reservation of ownership that COMETAL has over the goods and must assume this circumstance to all legal effects.
- COMETAL will acquire ownership, in the appropriate proportion, of the goods, products or materials that arise as a result of the processes to which they are subject.
- The purchaser will provide COMETAL at all times with all necessary information and cooperation so that the latter can make effective vis-à-vis third parties the rights arising from its ownership over the goods supplied.

It is strictly forbidden for the purchaser to use or consume supplied goods whose ownership COMETAL has reserved beyond the strict fulfilment of the acts included in the ordinary cycle or flow of the purchaser's commercial or industrial activity.

Failure to fulfil any of the obligations provided in this clause will entitle COMETAL to charge the purchaser a penalty equivalent to twice the price of the goods affected by the non-fulfilment, without prejudice to its right to claim a greater sum for damages.

5. Right to cancel

If the purchaser does not accept an ordered product, COMETAL will be authorised to cancel the sale contract ten days after the refusal and to claim reasonable compensation for this cancellation, set at 10% of the value of the order, at COMETAL's sole discretion, without the need for the purchaser's approval.

COMETAL's obligation to supply is conditioned by the client's bank classification. If, after the order has been accepted, COMETAL receives information that throws doubt on the client's solvency, COMETAL will be authorised to request payment in advance prior to the client's reception of the goods and, where this request is refused, to cancel the order without the latter being entitled to make any claim.

6. Transfer of risks and insurance

Any risk of loss or damage will be transferred to the client at the time of the delivery to it or at the time of loading onto the means of transport used; shipment will be totally at the client's risk even when the price of the shipment has been paid in advance by the client. In the case of specially agreed sales with CIF delivery conditions, the shipment insurance will not include coverage of extraordinary risks such as civil disorder, piracy, pillage, seizure, war-related risks or those deriving from terrorist acts.

7. Force majeure

If delivery of the products ordered by the purchaser is delayed for a certain time due to a case of force majeure, the delivery term provided will be automatically extended by the duration of the said period.

If it is impossible to deliver the products due to a case of force majeure, COMETAL will be exempt from the obligation to deliver the products detailed in the order, without the client being entitled to claim any compensation whatsoever.

Force majeure is understood to have the meaning given it in the current Spanish Civil Code.

8. Resolution of disputes

Any differences, discrepancies or disputes related to this sale-purchase contract will be heard by the Courts of Madrid, the parties expressly renouncing any other forum that may correspond to them.

9. Terminology used in the transaction documents.

All the terms, meanings and expressions used in the sale-purchase contract are understood to comply with latest edition of INCOTERMS issued by the International Chamber of Commerce.

10. Liability for breach of COMETAL.

Buyer agrees that any liability for damages resulting from a breach of the obligations of COMETAL included in these general conditions of sale, is limited to the value of the delivered goods origin of the damage. If the value of the damage exceeds the value of the goods, the buyer waives its claim to COMETAL.