



## GENERAL TERMS AND CONDITIONS OF PURCHASE, COMETAL, S.A.

All orders confirmed by COMETAL, S.A., hereinafter COMETAL, and all receipts of equipment and transactions made by COMETAL will be subject exclusively to the following terms and conditions. Any additions or corrections and any sales conditions of the seller 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 seller's conditions or terms and conditions of sale.

### 1. Acceptance of the Order

Save the explicit, written agreement of COMETAL, S.A., hereinafter COMETAL, no other terms and conditions of purchase will be accepted than those indicated in the order, of which these General Terms and Conditions form an integral part. The seller will expressly accept the order within ten days of its receipt. Failure to do so may lead COMETAL to cancel the said order.

### 2. Definition of the Supply

If in the seller's opinion, a certain order does not sufficiently define the supply required, it must inform COMETAL of this within three days of its receipt, the latter only being authorised to take decisions in this regard.

### 3. Prices

Save where otherwise specified in the order, the packaging, carriage, containers and insurance required and the haulage will be considered to be included in the prices listed therein. No additional charges for taxes and duties will be admitted save those relating to the application of Value Added Tax (VAT).

If a price is missing from the order, the one determined by the seller will not be valid if an estimate has not been sent to and subsequently accepted in writing by COMETAL. Charging prices higher than those listed in the order will in any case require COMETAL's written agreement. Changes to the current tax system not considered in the price will be understood to be the seller's or supplier's risk, the latter in any case being the party to bear any extra costs that arise in this respect. The supplier acknowledges that it has included in the prices the costs inherent in the form of payment referred to in point 12.

### 4. Delivery Terms

Save where otherwise indicated after the order has been placed, deliveries must be made unfailingly within the delivery term indicated in the said order. Otherwise, COMETAL reserves the right to take all legal measures, including cancellation of the order.

In the event of the total or partial non-fulfilment of any delivery term, COMETAL will have the optional right to:

- Apply a late payment penalty of 0.5% for each week of delay, (save where another higher percentage is established in the special terms and conditions of the Order, in which case the latter will prevail), on the total amount of the order, with a maximum limit of 10% of the said sum, which, when reached, will be grounds for it to terminate the Contract.

- Terminate this Contract, with a right to indemnification of the amount provided in the above paragraph as penalty clause.

### 5. Place of Delivery of the Goods

All orders must be sent to the address and by the means indicated in it. If the place of delivery is not mentioned in the order, the supplier must immediately inform COMETAL of this by email to the following address: [control@cometalsa.com](mailto:control@cometalsa.com).

### 6. Packaging, Transportation and Insurance.

The goods must be appropriately protected to avoid any damage, principally to mechanised, polished or fragile parts. If the goods have not been purchased carriage-paid, the means of transport is determined by COMETAL. If the order indicates that COMETAL will insure the goods during shipment, the seller must alert it in sufficient time for it to contract the corresponding insurance policy and in any case at least 5 days prior to shipment; otherwise the seller will assume the pertinent responsibility in the event of losses, destruction, faults or damage. Packages will be duly labelled, indicating the number of the current order and the reference and order number issued by COMETAL.

### 7. Examination of the Goods

The goods will be checked by COMETAL at the place of reception and if found to be non-compliant will be returned to the seller with costs from its original point of shipment payable by the latter. The official scales at the reception point will be considered to vouch for the quantity received; if these scales do not exist those of the purchaser will vouch for it. The reception of the goods is not tantamount to acceptance of its quality and performances, in accordance with the warranties detailed in the order.

### 8. Period of Warranty

The goods in the order will have at least 18 months' warranty, running as of their commissioning date, against all types of manufacturing and assembly defects, as applicable, unless this warranty period is modified, by agreement of the parties, by the special conditions of the order. Goods that are faulty or damaged due to manufacturing or assembly defects during the warranty period or declared by the Purchaser to be unsuitable for the intended use, will be returned to the seller, with costs payable by the latter from the original point of shipment, the seller undertaking to pay COMETAL all costs generated, including those of disassembly and re-assembly.

**9. Documentation**

For each shipment, the seller will issue an itemised and priced delivery sheet, transport sheet, product composition analysis certificate, pertinent safety instructions for handling, storage and use, and all the necessary information on any environmental repercussions of the product and/or its residues, and also an original invoice in triplicate, which will be sent to COMETAL. Should any of these documents be lacking, the order will be considered not to have been completely delivered and consequently the payment term provided therein for payment to the supplier of the price agreed for the product will be considered not to have started.

**10. Invoicing**

- a) The invoice, which will detail the corresponding order number, must be sent to COMETAL in triplicate
- b) COMETAL reserves the right to return invoices that in its opinion fail to comply with or fail to meet the requirements of applicable law and to consider their effective date to be that on which they were finally received and not rejected.
- c) The seller will issue duplicates of the invoice if the same operation it is invoicing is invoiced to other addressees apart from COMETAL and also in the event of the loss of the original. The duplicates will also mention the reason for their issue and the express mention "duplicate", otherwise they will be returned.
- d) The seller cannot issue the invoice **until it has completed delivery of the supply**, except where partial deliveries and invoicings have been agreed. It being understood that COMETAL is not obliged to receive supplies before the agreed dates, even where this occurs, the seller is not entitled to issue invoices and those issued outside the agreed contractual terms will be rejected.

**11. Transfer**

The supplier may not transfer or assign, for any type of deed, or encumber totally or partially, the associated rights, including its credit rights without the express prior written authorisation of COMETAL, without prejudice to the right to compensation for any previous debts that may correspond to COMETAL. Should this authorisation be obtained, it must duly inform COMETAL, justifying the transfer of the credit rights, precisely indicating the Order number and invoices transferred with their itemised amounts, this notification having to be made within thirty (30) days of the signing of the Contract between the transferor and the transferee. COMETAL may obtain any information or document from the Supplier that it deems appropriate and a copy of the transfer Contract, reserving the right to cancel the Order when, once the assignment of credit has been communicated, this interest wants to be collected by the transferor, or once it has been paid by assignment of credit or the creation of charges on them, or

any other legal act whose consequence is to confer on a third party the supplier's credit rights arising from this Order. The provisions of this section are without prejudice to the provisions of point 12 below.

**12. Payment**

Unless express indication to the contrary in the order, all payments will be made 85 days after the date of compliant delivery of the goods or service by means of a promissory note.

**13. Compensation**

Where a previous credit from COMETAL exists vis-à-vis the supplier, this may be totally or partially compensated in order to pay the order, adhering to the current legal conditions for debt compensation.

**14. Validity of these conditions**

The supplier's acceptance of the order means that it also accepts these general terms and conditions of purchase, which form an integral part of it. Similarly, the total or partial supply by the supplier implies its acceptance of these terms and conditions and the order issued.

**15. Cancellation**

COMETAL reserves the right to cancel the Order in the cases expressly set out in these Terms and Conditions, in cases of insolvency, bankruptcy, judicial liquidation or amicable liquidation of the supplier, without prejudice to the rights and actions that may correspond to it.

**16. Jurisdiction**

Save special provision to the contrary by both parties and notwithstanding contrary clauses that make exist in the supplier's sales documents, acceptance of this order entails, in the event of a dispute, assignment of jurisdiction to the Courts of Law of the city of Madrid.

**17. 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.

(Return signed to COMETAL)

Date:                      Signature and stamp: