

GENERAL **CONTRACTING** TERMS AND CONDITIONS OF



Talleres y Producción: Polígono Industrial Os Airios, Sector 2, Parcela P15A | 15320 As Pontes
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1. - SCOPE OF APPLICATION

These general contracting terms and conditions shall apply to any contract between the company PROMETAL TECNOLOGIA E INNOVACION S.L., hereinafter “the Company” within its activity, that is to say, among others, wholesale and retail trade of non-ferrous metals and their alloys, as well as that inherent, complementary and derived from them, and “the Customer”, unless they have agreed otherwise in writing.

These may only be amended by written agreement between the parties. In this sense, the terms and conditions appearing printed or handwritten, in the orders, quotes, letters or other documents issued by the Customer shall not be valid.

The modification of these general contracting terms and conditions by PROMETAL TECNOLOGIA E INNOVACION S.L shall not affect contracts already entered into. These general contracting terms and conditions shall be notified to the customer by postal mail, e- mail, FAX or other means chosen by the selling company, and it shall not be necessary to communicate them to customers every time a contract is entered into. It will be sufficient to notify them once, since they are the same for all operations except otherwise stated in writing. Anyway, and so that the Customer cannot claim their lack of notification , they are at the customer’s disposal at the company’s headquarter in Polígono Industrial Airios, 15,320, As Pontes, A Coruña, and in the URL: <http://www.prometal.es> and in the Register of Movable Property of A Coruña located in calle Novoa Santos 5, 1º. 15006 A Coruña in section “Registro de Condiciones Generales de la Contratación(Register on General Contracting Terms and Conditions), under the name “Condiciones Generales de Contratación de PROMETAL TECNOLOGIA E INNOVACION S.L.” (General Contracting Terms and Conditions of PROMETAL TECNOLOGIA E INNOVACION S.L.).

2.- QUOTATION

The CUSTOMER has the right to receive a written quotation and a detailed analysis of the contracted service. It shall be valid for 15 days from the date on which the company informs that it has been made and is made available to the customer. The customer is responsible for the veracity of the measurements provided to the company for all purposes.

The offer includes the transport of materials to the place of assembly. It does not include civil works or facilities of any kind.

The assembly of all materials is included.

The provision of the anchor bolts is included, but not their assembly, placement and their concreting on site, which correspond to the civil work's contractor.

The fees, licences and permits are not included in the offer or estimate nor the guardianship and custody of the materials or any other service or material not specified in the offer or quotation.

The company will not receive any remuneration for the realization of the quotation provided that the services are executed by PROMETAL TECNOLOGÍA E INNOVACIÓN. However, if the customer decides not to accept the quotation after this is undertaken, it must pay any working hour necessary for the preparation of that quotation according to the price per hour stipulated in the company's price list. The customer must also pay all expenses incurred in its preparation, such as travel, measurements, administrative tasks or any other arrangements.

If the CUSTOMER places the order directly and does not request a quotation, it is understood that it waives the right to it.

This way, the Company will be able to carry out the order requested when the CUSTOMER has agreed by accepting the quotation by signing the quotation or a contract.

3.- TIME AND PLACE OF DELIVERY

The delivery time will be the one expressly agreed between the parties depending on the customers' needs and the availability of materials at the time of placing the order, so in case of acceptance, the execution time of the work would be agreed jointly.

The company shall not be liable for any damages incurred if this delivery date is exceeded by the carrier.

The documentation that certifies the delivery of the goods is the relevant delivery or consignment note.

The following conditions will be the customer's responsibility, if the work so requires, when delivery has to be made in its facilities:

- Accessibility for means of transport needed to get the goods there.
- Freedom of transit through the facilities for workers of PROMETAL TECNOLOGIA E INNOVACION S.L in charge of carrying out the works agreed upon, as necessary.
 - Ground to be in proper conditions for the movement and installation of cranes, trucks, platforms, scaffolding and other auxiliary assembly means.
 - The supply of electricity and water.
 - Means for loading and unloading of goods.
 - A place where to carry out the work agreed upon as well as a storage area for the material.

The delivery time will be extended:

- When the requirements expressed by the customer are not met.
- When there are reasons beyond the Company's control that prevent the fulfilment of the delivery date.
- When the CUSTOMER changes the original order or is delayed in its contractual obligations.
- When the materials are not in stock.

In no case shall the time limit for delivery or performance be regarded as essential to the contract.

Once an order is placed or a quotation is accepted, the CUSTOMER may not cancel the agreement unilaterally. In the event of cancellation, the Company reserves the right to pass all justified expenditure incurred from the time of its acceptance as a result of such order or request.

4.-PRICE

All prices shall be considered as net, in the currency agreed between the parties, without any deduction of any type, unless otherwise agreed and according to market prices.

When a payment on account in advance is to be made on an order, this will not be considered effective until the payment is made.

Prices do not include taxes, fees or other charges, both general and special in nature, which will be borne by the CUSTOMER, unless agreed otherwise in writing, taking into account the applicable INCOTERMS (if any) and/or the conditions of delivery of the goods.

5.-PAYMENT METHOD

Subject to any written agreement to the contrary, payment shall be made in cash without any discount, deduction, compensation or retention of payments by the CUSTOMER being allowed.

If any payment date has been agreed upon, this must be fulfilled by the CUSTOMER even if transport or delivery is delayed due to issues outside the Company's control.

If the Company considers it appropriate due to the financial position of the CUSTOMER, it may request the guarantees it deems necessary to ensure due compliance with contractual obligations, and in the meantime it may suspend deliveries.

In the event of an express agreement between the parties in the postponement of the contractual obligations and, in particular, in payments, the delay in payments shall bear the maximum legal interest on the amount owed in full from the expiry date agreed in the first instance with a minimum of 100 euros per due date.

6.-OPENING ACCOUNTS WITH CUSTOMER

If PROMETAL TECNOLOGIA E INNOVACION S.L considers it appropriate, it can open credit accounts with its customers by giving a risk limit and agreeing to appropriate and specific forms of payment for each customer. These conditions are recorded in a document issued by PROMETAL TECNOLOGIA E INNOVACION S.L and signed by both parties accepting in any case these general terms and conditions of PROMETAL TECNOLOGIA E INNOVACION S.L and also expressly accepting the special clause for arbitration.

PROMETAL TECNOLOGIA E INNOVACION S.L reserves the right, if it deems it appropriate, to modify or cancel this credit account before any breach of contract without prior notice and without need to communicate it, then applying the provisions of these general terms and conditions.

When the risk limit granted is exceeded due to the CUSTOMER 's debtor position, by virtue of these terms and conditions, PROMETAL TECNOLOGIA E INNOVACION S.L is hereby authorised to draw on the CUSTOMER's account recorded in the contract for the opening of an account, the excess over the risk limit granted. This transfer shall be considered an accepted receipt.

7.-INTEREST FOR LATE PAYMENT AND COMPENSATION FOR RECOVERY COSTS

With effect from the date of payment agreed upon, the customer must pay interest according to Law 15/2010, which establishes measures to fight against late payments in commercial transactions, which are set with the acceptance of these terms and conditions in the legal maximum allowed in concept of interests. In addition to the accrual of this interest when the CUSTOMER is in arrears, the company shall be entitled to demand from the CUSTOMER the recovery costs referred to in Law 15/2010.

8.-ACCEPTANCE OF THE GOODS

The delivery or consignment note of the goods, the bill of lading or the document to be delivered to the CUSTOMER's address or any other designated place, shall be signed by it or by an authorised person, in the case of absence of these, the CUSTOMER, by accepting these conditions, will validate the signature of another person who is on the premises, who receives the goods and signs their acceptance. This person must identify themselves on delivery with their name and their identity document.

For the purpose of accrediting the acceptance of the delivery, the signature of the carrier shall be valid, although they belong to an external company.

The CUSTOMER will check and review the products delivered, in terms of quality and quantity. It shall have a period of 7 days to report any hidden flaws or defects present

in any machinery, and 4 days to claim that the product and its units served correspond to what has been contracted between the parties. After that period, the Customer will lose all action and right to claim for this cause against the Company. After the sale, the company is not responsible for any apparent defects or those which were visible on the date of conclusion of the contract with the CUSTOMER, in any of the products.

In the claims relating to the use, sale or distribution of the products sold or delivered, either individually or in combination with other products, or any other complaint relating to the contract, the rights of the Customer and the Company's liability shall be limited to the replacement by another of the same characteristics.

The Customer will never have the right to return the products accepted or whose deadline for reporting defects has elapsed. The Company's liability shall not exceed the value of the goods concerned at the time of the sale.

9.-GUARANTEE

The Company adheres to the manufacturer's guarantee.

Should the company subcontract the services to any third party and has to respond to the customer for the guarantee, it may subsequently derive the responsibilities that this entails to the subcontractors.

All the shortcomings outside the Company's control, especially if these are a result of normal wear and tear, improper maintenance, influence of external action of any kind, handling by the carrier etc (...) are excluded from the guarantee and liability of the Company.

If the CUSTOMER claims that a guarantee, in accordance with the specifications of the goods, it is not reached, the guarantee shall only be valid if the company has the opportunity to verify that the parameters guaranteed are not being met. The Company's guarantee is subject to the timely compliance with the payment terms agreed with the CUSTOMER.

10.-LIMIT OF LIABILITY.

Unless otherwise agreed, the responsibility of PROMETAL TECNOLOGIA E INNOVACION S.L will never exceed the value of the contracted quotation. The Company is hereby released of all responsibility above this maximum, even if it was caused by its own negligence or breach of obligations.

PROMETAL TECNOLOGIA E INNOVACION S.L , will be liable for as many damages caused to persons and goods in the execution of their work, provided that in it and with respect to such damages there is IMPUTABILITY, GUILTY AND LIABILITY.

11.-INSURANCES.

The benefit and risk of the object of the contract shall pass to the CUSTOMER once placed at its disposal in the place agreed in the contract.

12.-BREACH BY THE CUSTOMER.

In the case of breach, either partial or total, or lack of timely or adequate compliance with any of the CUSTOMER's obligations, as well as, in the event of a declaration of bankruptcy, liquidation or dissolution of the latter's company, PROMETAL TECNOLOGIA E INNOVACION

S.L shall have the right to notify the termination in whole or in part of the contract or the suspension of its execution in whole or in part. This will be carried out by notification without further warning of the breach or judicial intervention, and without the Company being liable for the damages, without prejudice to any other rights of the Company. As soon as any of the above circumstances occur, all claims for payment, overdue or not, refinancing fees or any other obligation that the Company has against the CUSTOMER will become due and payable immediately.

Exchange documents or, in their absence, any other formal document of payments provided for the payment of contractual obligations between both companies must be sent to the Company when the invoice is issued.

On signing these general terms and conditions, this delay is considered by both parties a breach of the contract.

13.-FORCE MAJEURE

"Force Majeure" for the purposes of this contract means, the existence of any contingency, circumstances or causes beyond the control of the party asserting it, including, but not limited to, the following circumstances: imposition or submission to a law, regulation, decree, order or request for any authority (national, state, regional, provincial or municipal), confiscation, riot, war, riots, fires, floods, earthquakes, storms, explosions, strikes, lockouts, machinery or factory, inability to obtain raw materials, equipment, diesel fuel or transport.

Should any of the Parties not fulfil any obligation under this Contract other than payment of the price due to Force Majeure, that Party shall be exempt from compliance, provided that it informs the other indicating the start and the nature of the situation of Force Majeure.

The party invoking the Force Majeure shall send a notification immediately after the completion of the cause that motivated it.

The Company shall not be liable to the CUSTOMER for any loss or damage arising from a breach or a lack of timely performance, either partial or total, of its obligations due to Force

Majeure. This clause is applicable to the Company and its workforce and to the CUSTOMER and its workforce.

Notwithstanding the previous sections of this article, if the CUSTOMER is affected by the Force Majeure, it shall not be relieved of any of its obligations to accept and pay the deliveries made prior to the receipt by the Company of the written notification of the CUSTOMER stating the situation of Force Majeure; nor can the CUSTOMER invoke the Force Majeure to delay the payment of amounts due.

In case of Force Majeure, the Company shall have the right to distribute, in the manner it deems reasonable, the quantities of useful products among its CUSTOMERS and its own requirements.

14.-COMPENSATION.

The Company has the right to be compensated for any amount owed by the CUSTOMER (this understood as all companies that are part of the same group as the Buyer), against any sum payable to the CUSTOMER.

15.-RESERVATION OF TITLE.

The COMPANY will remain owner of all material provided until the full reception of the agreed payments. Likewise, the CUSTOMER authorises PROMETAL TECNOLOGIA E INNOVACION S.L to withdraw the goods from its facilities or domains, without prior notice or authorisation from the first breach of contract, considering the acceptance of these conditions an express authorisation and for the purposes indicated.

16.-NOTIFICATIONS.

All notifications, amendments and communications by the Company to the CUSTOMER shall be deemed effective for all purposes when sent by postal mail at the address indicated by the CUSTOMER, when sent by e-mail, sms, mms, fax, whatsapp, phone communication to the address or number indicated by the CUSTOMER or failing this, the CUSTOMER's owner figure or its legal representatives.

For these purposes, the CUSTOMER hereby declares that all the data provided are true and correct, and undertakes to inform the Company of all the changes concerning the place of residence, payment information and all kinds of information necessary for the management and maintenance of the contractual relationship between the Company and the CUSTOMER.

17.-CONFIDENTIALITY AND DATA PROTECTION

In compliance with the provisions of Law 15/1999 of 13 December on the Protection of Personal Data, personal data provided by the CUSTOMER will be part of the Company's CUSTOMER file, the purpose of which is to maintain the contractual relationship, control and management of sales and their corresponding charges. The Company will treat such data with the utmost confidentiality, and undertakes not to use them for a purpose other than that for which they have been collected, as well as to retain them with appropriate measures to guarantee their security and avoid their alteration, loss, processing or unauthorised access.

The Company is committed to keeping professional secrecy with respect to such personal data, even once the contractual relationship is finished.

The CUSTOMER authorises the Company to retain their data for a period of five years after the completion of the contractual obligations.

The CUSTOMER has the possibility of exercising the rights of access, rectification, cancellation and opposition by sending a written communication to the attention of the person responsible for Data Protection.

18.-SEVERABILITY

These terms and conditions shall be deemed to be independent and, if any of them, in whole or in part, were left without effect by the parties through express written agreement or were made invalid for any reason, the rest will remain valid and in full force and effect.

19.- APPLICABLE LAW

These General Terms and Conditions shall be governed by and construed in accordance with the Spanish legislation in the matters not expressly provided for herein. Furthermore, in terms of the law applicable to the transactions carried out by PROMETAL TECNOLOGIA E INNOVACION S.L, the parties agree to their express submission to the Spanish legal system through the acceptance of these contracting general terms and conditions.

20.- JURISDICTION - SPECIAL ARBITRATION CLAUSE

If it is not possible to reach an amicable solution, and litigation is appropriate, the signatory parties to the contract, waiving any other jurisdiction, shall submit all conflicts, disputes and disagreements arising out of this agreement, either in their compliance, interpretation or execution, to the arbitration of the Court of the Association

for Commercial Arbitration "TAM", within the framework of its Regulations, which are responsible for the administration of the arbitration and the appointment of the arbitrator or arbitral tribunal, being bound from now to the fulfilment of the arbitral decision. With regards to the law applicable to the dispute, the parties expressly submit to the Spanish legal system by means of these general contracting terms and conditions.

