

Conditions of Sale

The user of this contract (hereinafter 'TEMSA') is a company of the TEMSA Group S.L. based in Angels 2, E-08758, Cervelló, Spain.

1. GENERAL

1 This contract is to be used by any company of the TEMSA Group: Transformaciones y Estudios Metalúrgicos S.L.U., PLUSDUR S.L.U. and METADUR SA, hereinafter TEMSA.

2 This contract of conditions of sale will apply exclusively and they will not conflict with the conditions of purchase of the customer, no matter the deviation, unless it is agreed in written, and it will be always individually. If there is any exception that has been agreed verbally, it shall require the written confirmation of TEMSA.

2. OFFERS

2.1 TEMSA offers are subject to change without previous notice. They are not binding in any case, unless they are confirmed by an Order Confirmation, which is to be sent within 72 hours after receiving the order.

2.2 If an order confirmation is not contradicted during the next 72 hours after it is sent, TEMSA understands that if there is no written communication, the order confirmation is ratified by the costumer and the quantities, prices and delivery term are accepted by the costumer.

2.3 Unless otherwise agreed written, all prices quoted by TEMSA are net prices ex works, Incoterms 2010. These prices may increase if required du to VAT, packaging or transport costs.

2.4 Quantities may increase or decrease by up 10% for all orders of 10 units or more. TEMSA will invoice the quantities actually delivered.

2.5 TEMSA does not rework tools that have not been manufactured in origin by itself unless individually agreed. In case a rework is accepted, the minimal order accepted is 90€ with delivery terms ex works, Incoterms 2010. In case a rework is accepted, the title to the good will belong to the costumer. In case a rework is defective, the supplier will not invoice the working hours invested in the rework, but neither will manufacture a new tool to substitute the deviated, wrong reworked tool. The supplier will resend the tool to the owner. If the tool has any structural deviation and proved to be default from origin, TEMSA will charge a minimum of 60€ EXW, Incoterms 2010.

2.6. All orders will have proper documentation for the kind of product required to be manufactured. A proper 2D is compulsory and in case of special tools, 3D version of the drawings will be added to the order without previous request from TEMSA. If a 3D version of the drawing is not added to the order documentation, it may be required later when needed, causing a possible delay in the delivery date. TEMSA is not obliged to check whether the documents transferred by the costumers or its use infringe the rights of third parties and will be hold harmless for all third-party claims originated in infringement of property rights.

3. DELIVERY DATE

1 The delivery term is in the order confirmation is binding only if:

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08758 Cervelló
(Barcelona) · Spain
T. +34 936 852 500
F. +34 936 600 464

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1.a All needed proper documents are supplied by the costumer to TEMSA. This means all drawings, both in 3D and 2D, material.

1.b If applicable due to open contract, not before approval by the customer.

2. The delivery term will be extended if the normal supply chain of the goods required by the documents of the costumer will not meet the milestones needed of TEMSA. In case there are deviations in the goods ordered by TEMSA and it is communicated in due time to the costumer, the delivery term will be extended accordingly.

3. TEMSA will have a right of retention as long as the customer is in default with an obligation arising from this or another contract with any company of the Group..

4. Extended delivery periods will be established in the order confirmation. Unless otherwise previously agreed, this period will not be further extended and then the supplier is entitled to conclude the contract by dispatching the goods without prior notice.

5. Deliveries during open contracts will be requested in writing with a prior notice of at least one (1) week.

4. DISPATCH- PASSING OF RISKS

1 Unless otherwise agreed, all deliveries by TEMSA are “EXW” Incoterms 2010.

2 The transport of the goods, both means of transport, transport supplier and route is determined by TEMSA according the range of possibilities that the market offers.

3 Should the costumer require extra insurance of the goods, it will be ordered it separately and pay for it.

5. PAYMENT

1 The agreed price is due for payment after receipt of confirmation order , net and without any discount deductions.

2 All costs originated during the bank transfer shall be borne by the costumer

3 All turn-key projects shall have the following payment conditions:

- 40% payment after receipt of acknowledgement;

- 40% after receipt of the design;

- 20% due for payment after the project is finished.

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4 The ownership of the goods and the right to use, resell or stock them belongs to TEMSA as far as the complete agreed price in the invoice has not been satisfied. TEMSA will be co-owner of any benefit of reselling a good, or of any new product originated from the utilization of any good whose ownership belongs to TEMSA due to a fault by the customer as per the statement in this point 4. The co-ownership will be in the proportion of good belonging to TEMSA in comparison to the resulted value, including VAT.

5 In case other payment conditions have been agreed and are being applied, if the customer is in default of payment or circumstances become known subsequently that give rise to the risk that the client will default on its obligation to pay, the supplier may require prepayment for future deliveries and the previously agreed payment conditions would be rejected.

6. WARRANTY AND COMPENSATION

1 TEMSA guarantees that the goods delivered follow the specifications contained in documentation provided by the customer.

2 The customer has the obligation to examine the goods before using them and notify in writing in case any defect is found. The claimed goods shall need to be inspected by TEMSA. If the goods happen to have defects that cannot be detected in the Quality Assurance inspection, the customer shall communicate as soon as the defect is discovered.

3 If the customer requires economical compensation due to defects found in the goods, this payment shall be proportionate to the material defects that have occurred and shall be limited to the foreseeable damage typically occurring, in so far as TEMSA is not accused of any wilful contractual infringement.

4 Any liability to pay compensation for further damages or for material and/or workforce lost (machine stop) is excluded. TEMSA will not be liable to pay any economical compensation in order to cover further liabilities that the customer may receive from third-parties.

5 The period of limitation for claims regarding defects shall be a maximum of 12 months after the goods are delivered.

7 - Place of jurisdiction

1 The place of exclusive jurisdiction for all disputes arising out of or in connection with this contract is Barcelona, Spain.