

## GENERAL CONDITIONS OF SALE AND DELIVERY (v. 2.01)

### 1) General.

Terms other than these conditions, in particular, the purchaser's conditions or those stated by law, shall only be taken into consideration if the Company approves them in writing.

Our delivery of goods or services does not imply acknowledgment by us of conditions different from these general conditions.

### 2) Estimations.

There may be slight round off differences between estimated amounts and amounts shown in the invoice. This is due to internal information operations and to differences of criteria as to intermediate round off among the different programs. We understand that sometimes these differences will imply a rise and others a decrease; therefore, in the long term the impact should be neutral and we do not accept claims arising thereof.

### 3) Budgets.

Budgets are carried out for free and without involving any commitment on your part. Acceptance of budgets implies, at the same time, acceptance without reservation of our General Conditions of Sale. Offers are subject to approval.

### 4) Purchase orders.

The agreement shall be deemed confirmed if executed in writing by us. We shall approve any modification, cancellation or extension of the order by the purchaser in writing. We will only effectively accept those orders received in writing, either by mail, fax or e-mail. The customer shall confirm any telephone or verbal order in writing. We will issue an order confirmation, which must be checked by the customer. This order confirmation shall be deemed as the only valid document if a claim arises.

The payment of the first order or orders below 200,00 EUR will be made in cash, through credit card or a prior transfer.

Administrative and logistic management expenses will be invoiced at 3,00 EUR per delivery note below 200,00 EUR.

### 5) Rates.

Each line of products has its own rate. Discounts shall be applied to each Rate and Line of Products if expressly instructed by the seller. See Particular Conditions attached to sale rates to obtain information on prices and delivery conditions.

### 6) Delivery dates.

Taking into consideration availability of the material, manufacturing, means and routes, we will determine the best possible delivery date.

If the Company were reasonably liable for not complying with delivery dates, a new delivery date will be agreed with the Purchaser.

Any special condition of the order related to the delivery date shall be accepted by the Company in writing. Under no circumstances shall we accept the payment of charges due to delays for good cause or *force majeure*.

Partial deliveries will be acceptable. We shall not assume any responsibility for the delivery of incomplete orders.

### 7) Cut to measure.

Measures above 2000x1500, without charge. The whole sheet will be invoiced, according to stock. A surcharge of over 10 % will be applied to cuts to lower measures. Minimum order, 10 pieces per measure. Fewer than 10 pieces per measure or more than 9 pieces per sheet: 20% surcharge. A large scale cut or measures below 500x500 will be invoiced considering cut time in units of 0,15 hours, applying current rates.

### 8) Cancellation / Rescission.

Cancellations will not be accepted after reception of your order, because manufacturing processes must have started at this point. Your order will not be deemed cancelled unless confirmation in writing by Gerundense de Plásticos, SAU.

### 9) Prices.

Unless expressly agreed, our prices do not include the cost of packaging, insurance, transport or VAT (or any other indirect tax).

### 10) Tolerances.

The material is supplied in accordance with ISO standards in force for the product and according to our available technical specifications. Tolerance as to quantity: In case of orders of cut pieces, a +/- 10 % tolerance on the total of pieces supplied will be applied. Specific production: Manufacturing of customized reference (colour / thickness) will imply agreement by the Purchaser to accept +/- 10 % of the number of manufactured sheets, due to complexity in production. Production of cast Methacrylate in an entire sheet of 3050x2050 generates tolerances due to production process, which imply that the customer will have to accept lower standard measures in a limited number of pieces (2500x1500 and 2000x1500). Otherwise, a 20% surcharge will be applied to such product to compensate shrinkage and disposal costs of such by-product.

### 12) Packaging and transport.

Transport and packaging costs shall be borne by the customer, unless otherwise agreed. See current rates for transport and packaging to obtain more information.

### 13) Transport responsibility and insurance.

When goods are collected from our warehouses, we guarantee their quality until they are out of our facilities. The material shall be checked by the purchaser at the moment of collection.

Acceptance of goods implies purchaser's acceptance of these Conditions of Sale and those special conditions present in every business transaction. Goods are transported at the expense and risk of the purchaser, even if such goods are delivered upon payment of transport. Regarding deliveries upon payment of transport, the company reserves the right to choose the carrier and the means of delivery, adjusted to the offered budget. If the customer decides otherwise, he will bear the cost of supplementary expenses. Supplementary insurance may be later agreed. According to Title VII, Section 366 of the Commercial Code: "Within twenty four hours upon reception of goods, a claim may be filed against the carrier due to damages or faults found in such goods when opening packages, provided, however, that the external part of such packages shown signals of damages or faults which might give rise to a complaint; in that case, the claim shall only be admitted at the very moment of reception. After the above mentioned terms, or upon payment of transport, no claim will be accepted against the carrier based on the condition in which he delivered the transported material."

After this period, no delivery claims may be filed. Any visible fault shall be stated in the CMR document or delivery note; otherwise, it will not be admitted for any proceeding.

#### **14) Force Majeure.**

*Force Majeure* conditions exempt us from our delivery liabilities.

#### **15) Claim and/or return management.**

Should there be any quality problem which can be attributed to the material supplied by the Company, the Purchaser shall give notice of such problem in writing; **in order to file a proceeding, it is essential to attach the product batch number**, which is printed in the label or directly in the sheet to the following address: **GERUNDENSE DE PLÁSTICOS c/ Arboç, nº 22, 17457 Riudellots de la Selva (Girona)**, within 8 calendar days upon delivery. No claim will be accepted after this period. The purchaser is the person responsible for any resale of the material, modified or not, to a third party. Return of the material will not be accepted, unless previous notice in writing and after agreement with our Agents. Any goods returned without such information shall not be accepted by our Reception Department. In case of a claim, a non-conformity proceeding will be filed due to faulty and/or damaged products. Upon decision as to whether the claim is well grounded, the material in question will be returned without accepting liability, under any circumstance, on any additional compensation. The sales receipt and the allegedly faulty material shall be supplied.

Problems in material due to transportation shall be taken down in the delivery note, providing copy of it to the carrier in charge of the delivery. We must receive this document within a maximum of 24 hours.

#### **16) Guaranties.**

All the material is supplied according to the specifications included in the documentation related with the product technical properties. The purchaser shall not file any claim based on defects in the use and/or application of materials. In no event shall the Company be held liable for the suitability of the material for a particular application, resistance under pressure, or any other process to which it might be submitted, such as, cutting, thermoforming, bonding, bending, etc.

In case of admissible claims, the Company, upon examination in the laboratory, will only guarantee the replacement of the goods. Material regular properties will be exclusively ruled by the internationally accepted ISO manufacturing standards. Other specific standards shall be submitted to the company's criteria.

The guarantee shall not be applied if the material were exposed to corrosive, solvent or aggressive environments or materials.

All the information connected with our products, including Technical Manuals, if available, is based on data provided by our suppliers and our own experience. Our information only describes the products, is provided in good faith, to the best of our knowledge and cannot be construed as a guarantee.

#### **17) Payments.**

Except in the case of previous agreements, the Purchaser shall make the payment in cash upon delivery of goods or services. Credit will be subject to the limit granted by the credit insurance company. Upon granting of the credit, the payment shall be made through domiciled draft in cash, prior transfer or Visa credit card. As to customized orders and productions, those customers having a credit account open will have to make an advance payment of 50 % of the amount of the order. Otherwise, 100% of the payment shall be made in advance upon delivery of purchase order.

#### **18) Credit policy. Eligibility for credit.**

A business credit insurance company guarantees every sale performed by this company. The identification information for the application for credit shall be provided upon execution of the opening of the account and/or first purchase order. Credit eligibility or review will be confirmed within 15 days, approximately. No purchase order shall be invoiced to a company to which a credit has not been granted. Third party modifications among companies of the same holding will not be accepted unless the same procedure is applied.

#### **19) Data protection policy**

Pursuant to Organic Law 15/1999, Protection of Personal Data, the identification personal data you provide to us will be automatically filed in the GERUNDENSE DE PLÁSTICOS SAU. records in order to manage business transactions, and will only be provided to legally authorized entities related thereof. You may, at any time, exercise your right to access, correct, cancel and object to the terms set forth in the Organic Law 15/1999. GERUNDENSE DE PLÁSTICOS SAU, domiciled in Arboç St., nº 22, 17457 Riudellots de la Selva – Girona – Spain, is in charge of the files.

#### **20) Reservation of title.**

Authorization the seller grants to the purchaser to sell or use the goods within the scope of his regular business operation. This authorization will be automatically withdrawn upon first failure to make a payment on the due date. We reserve title on goods delivered until its final payment.

#### **21) Jurisdiction.**

The sales transactions, regardless the place of delivery of the goods, will be deemed validly performed at the corporate domicile of GERUNDENSE DE PLÁSTICOS, SAU.

Drafts, receipts or any other method of payment are just documents to facilitate the transaction and do not modify its domicile, established in Girona for all legal purposes.

All matters related to legitimacy, interpretation or execution of our agreements, both in complaints and in defence, shall be under the exclusive jurisdiction of Girona courts.

If any of the terms of this agreement were invalid, in whole or in part, this term will not affect the validity of the other terms.

#### **22) Effectiveness.**

January 1, 2005. This agreement will be in effect for an indefinite term until its revocation or amendment.