

# GENERAL CONDITIONS OF SALE

## GENERAL

All sales, deliveries and other services shall be based solely on these terms and conditions, in the case of absence of specific contract between the parties. In case of existence of general conditions of purchase by the customer, those of Belgicast Internacional S.L.U. will prevail over the others.

## PRICES

They will be those indicated in our price list, in Euros and without VAT, after applying the corresponding discount in each case. If there is a previous offer, it will always be considered. Without prior agreement, prices are understood for material located in our facilities under EX-WORKS conditions.

Due to the legislation in force regarding export control and corrupt practices, our offers are subject to the examination and approval of our Legal Department.

They will be accepted those orders which have been received as an official order from customer or offer from Belgicast Internacional S.L.U. duly signed and sealed by customer.

The order will be considered formalized and accepted by Belgicast Internacional S.L.U. once the confirmation is sent by email.

However, Belgicast Internacional S.L.U. reserves the right to refuse any order if it does not comply with the commercial conditions proposed in the offer.

## PAYMENT

A - First operation: no material will be supplied until there is risk coverage by the Credit Insurance Company and approval by Belgicast Internacional S.L.U.

B - In any case, Belgicast Internacional S.L.U. reserves the right to accept orders with a value below 300 Eur net. Any order below 300 Eur, will always be due postage, and could suffer a management surcharge.

C - By default, the payment will be made by Bank Transference or Confirming without recourse, 30 days after delivery of the material, unless expressly agreed otherwise. Belgicast Internacional S.L.U. will not accept extensions in payment, all delays will be declared to the Credit Insurance Company. In case of late payment by the customer, Belgicast Internacional S.L.U. will apply an interest of 8% on the ECB as late payment interest.

## DELIVERY

In case previous offer does not exist, delivery time will be agreed during the negotiation of the order being applicable at the time of the agreement or signing of the contract. Delivery time will be reviewed once the order has been placed, and will always be indicative.

## PACKAGING

Prices include the standard packaging of Belgicast Internacional S.L.U., which is the treated pallet. Any other type of special packaging will involve the corresponding supplement in the price and must be requested by the customer at the time of processing the order.

## SUPPLY

1. Belgicast Internacional S.L.U. is not responsible for supplies of goods that are traveling at the buyer's risk, under EXW or FCA BELGICAST conditions.

2. In case of sending CPT or DAP customer, no claim regarding damaged material in the transport will be attended, if the receiver of the material has not stated it on the delivery note or on the CMR that is signed to the transport company.

All type of claim for this fact must be notified within 5 days after the delivery of the goods, when the customer will have to request the authorization for the return or communicate the incidence by sending a full report. Without this previous step, no refund or claim will be accepted.

## TITLE AND RISK

Belgicast Internacional S.L.U. will own the goods until the payment of the same has been made in full, reserving the right to withdraw it for non-payment under the established conditions.

However, the risk will pass to the buyer once the goods are delivered.

## WARRANTY

Belgicast Internacional S.L.U. guarantees all its products against any defect of the material or manufacturing, patent or hidden, at the time of sale, for a period of "TWO YEARS", provided that in the handling, transport, installation and use there has been no mediated misuse or abuse, exceeding the conditions for which they have been manufactured, especially with regard to pressure and working temperature or its use with aggressive fluids, without knowledge and approval from Belgicast Internacional, S.L.U.

In the case that the products are going to be installed underground, the pressure test must be carried out before filling the pipeline trench. If the pressure test is done once the pipeline trench is filled, the responsibility of Belgicast Internacional, S.L.U. will exclusively include the product itself. Excavation work or similar costs are not covered.

This guarantee covers the replacement of the parts recognized as defective and in case it has been agreed upon, the replacement of the complete part, after examination at the factory by the technical service, in the presence of the customer if desired.

Belgicast Internacional S.L.U. under no circumstance will accept any civil liability claims for damages caused by your products.

Products which have been supplied but not manufactured by Belgicast Internacional, S.L.U. will be subject to the manufacturer's warranty conditions.

Belgicast Internacional S.L.U. will not accept in any case responsibility for product failures caused by abnormal operating conditions, war, violence, natural disasters or other cases of force majeure.

Belgicast Internacional S.L.U. will not accept any claim which has not been received in writing with a detailed report of the problem.

## FORCE MAJEURE

In case of force majeure or other circumstances beyond the control of the seller, including enunciatively but not in a limited way, acts of government, natural disaster, war, civil or labor unrest, fires, floods, explosions, energy shortages, strikes, lack of provision or poor availability of supply from its usual source, the seller's obligations will be extended for the duration of such circumstances.

The seller agrees to inform the buyer within forty-eight (48) hours, of any such events that delay the fulfillment of the seller under the contract.

However, if the finalization of the product is prevented by such circumstances for more than six (6) months, the seller (alternatively: both parties) will have the right to terminate the contract.

## MATERIAL CERTIFICATES, SAMPLES, DRAWINGS, DOCUMENTS

Los productos suministrados, están fabricados bajo normas de calidad internacionalmente reconocidas (ISO, DIN, EN, ASTM, etc.). A petición del cliente se hace entrega del certificado de cumplimiento soportado por la copia del original del fabricante, existente en nuestros archivos.

The supplied products are manufactured under internationally recognized quality standards (ISO, DIN, EN, ASTM, etc.). At the customer's request, it will be delivered the certificate of compliance supported by the copy of the original of the manufacturer, existing in our files.

Any other type of quality or technical documentation, required and not contemplated in the particular conditions of the previous offer, will have an additional charge to be confirmed by Belgicast Internacional, S.L.U.

Inspections by a third party are not included and in that case, they will be invoiced separately. In addition, for any type of inspection, whether visual or testing, Belgicast Internacional S.L.U. will apply a separate fee for their work during the inspection process.

Likewise, samples, drawings, documents, studies, etc. established or adapted to our interest are from our property. They cannot be reproduced without written authorization from Belgicast Internacional, S.L.U.

## STORAGE

Belgicast Internacional S.L.U., once notified the availability of the material to the customer, the customer will have 15 calendar days to proceed with its withdrawal. Otherwise, the seller will have the right to store the client's material in a safe and adequate place and Invoice its expenses after 16 days from notification. The storage cost will be 2% weekly on material value.

## RETURN OF MATERIAL

No claim or return will be accepted for alleged error in quantities or measures after 7 working days from the date of delivery of the goods.

No total return of the material will be accepted. Partial return of material will be accepted, considering that there has been an error of the customer in the calculation of the measurements with the following conditions:

1.- Return of material within 3 months from supply. The customer will be charged with a depreciation of 30% of the value of the returned material.

2.- Return of material between 3 and 12 months after supply. The customer will be charged with a depreciation of 50% of the value of the returned material.

Points 1 and 2 above, will only be applied when the material arrives to our factory in perfect conditions. Otherwise, Belgicast Internacional S.L.U. will charge, in addition to the depreciation mentioned, recovery costs of the returned material.

# GENERAL CONDITIONS OF SALE

3.- After 12 months, Belgicast Internacional S.L.U. will not accept any return. In any case, the costs of packing, transport and insurance of goods will be borne by the buyer.

All products which are considered special manufacturing by Belgicast Internacional S.L.U. will not be covered by what is indicated in the previous points.

## CANCELLATION CHARGES

Todo aquel pedido de productos que impliquen un proceso de fabricación, manipulación, estudios técnicos especiales, implica un coste para el comprador que se le aplicará en el momento de la anulación o cancelación tanto temporal como definitiva de la siguiente manera:

All orders for products that involve a manufacturing process, handling, special technical studies, imply a cost for the buyer that will be applied in the moment of cancellation, both temporary and final cancellation, as follows:

10% once the order is placed.

50% once casting or actuators have been received from our supplier.

60% if casting is under manufacturing process.

80% if pieces are on the assembling process.

100% if goods are manufactured and ready to be dispatched

## DESIGNS AND MODIFICATIONS

Belgicast Internacional S.L.U. reserves the right to modify the design of its products without prior notice, since the information and data are indicative.

When conformity of design or updated dimensions are required, it must be expressly requested.

## RESPONSIBILITY

Belgicast Internacional S.L.U. has a Civil Liability insurance, in order to cover the damages caused by the supplied products, during the warranty period.

## EXPORTATION

In the event that any of the products supplied by Belgicast Internacional S.L.U. is subject to export control regulations, the company that performs such export outside the EU, will be responsible for requesting the corresponding export license.

All products manufactured by Belgicast Internacional S.L.U. have been classified, being some of them affected by the following regulations:

ECCN:II.A1.003 "In accordance with EC Regulations No.267/2012 and 1263/2012, the items with an ECCN code require a license when exported from the UE"

ECCN:2B350g; "In accordance with EC Regulation No.428/2009, the items with an ECCN code require a license when exported from the EU"

## PLACE OF JURISDICTION AND APPLICABLE LAW

In case of dispute, the parties will submit to the Bilbao courts, expressly waiving any other jurisdiction that may correspond to them due to their location.

In addition, the Applicable Law will be Spanish.

Should any clause in the General Conditions of Sale be or become invalid in full or in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned. The parties shall replace any invalid arrangement by an effective one which conforms as far as possible to the economic purpose of the invalid clause.

## INSTALLATION AND COMMISSIONING

Our supply ends once the materials are delivered at the agreed point and conditions, assembly and commissioning are not included. However, we can quote these services upon express request.

## CONFIDENTIALITY

The parties recognize that all drawings, printed matter, technical material, etc. that the parties provide to each other, whether issued by them or by a third party, may contain confidential know-how or trade secrets of commercial value to the parties or third parties.

Therefore, both parties agree to keep such information confidential, that they will not deliver it to a third party unless requested by a court or by law as long as it is notified in writing in advance, that the information will not be used except for the order in question and that will not be sold, rented or allowed to other people or entities to use the information for other purposes, without the

written authorization of the other party.

## INTELLECTUAL PROPERTY RIGHTS

Seller agrees that it is the owner or valid licensee of any and all intellectual property, including but not limited to, all patents, copyrights, designs, drawings and other technical or commercial information relating to the goods, including any software provided by Seller to Buyer.

Unless otherwise agreed between the parties in writing, all patents, copyrights, designs, drawings and other technical or commercial information relating to the goods, including any software provided by Seller pursuant to any proposal, quotation, tender or the Contract, and the intellectual property rights therein made or acquired by Seller prior to or during the preparation of the proposal, quotation, tender or in the course of work on the Contract shall be and remain the exclusive property of Seller.

## INDEMNITY & INSURANCE

To the extent of the Buyer's negligence, Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages and liabilities (including legal fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.

To the extent of the Seller's negligence, Seller agrees to defend, indemnify and hold the Buyer harmless from all claims, demands, actions, damages and liabilities arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Seller, its agents, employees, or subcontractors.

## LIMITATION OF LIABILITY

Subject to the limitations of the applicable law, in all case above, both parties shall only be liable to the extent of their own negligence, breach of contract or default, and their respective cumulative liability under this Contract, including (without limitation) all the obligations related to the Schedule and scope of work and deliveries of goods, warranties and indemnifications, both expressed and implied, arising from the Contract or related hereto, shall not exceed an amount equal to the Contract price.

In no event shall either party be liable to the other for any loss of profit, loss of business, loss of or damage to goodwill and/or similar losses, loss of anticipated savings, or increased costs or for any indirect, special or consequential losses, or pure economic loss, costs, damages, charges or expenses howsoever arising.

The allegedly aggrieved party shall notify the other party in writing without delay, but no later than two weeks after acquiring knowledge of the damaging event, of cases of damage or loss that could result in liability claims against the other party. If the alleged aggrieved party is in breach of this obligation he shall be responsible for the damage or loss that occurs. Liability claims shall otherwise lapse if they are not enforced in court within six months of rejection by the Other party or its liability insurer.

## WAIVER

No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

No indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of its rights in the future.