

GENERAL PURCHASE TERMS.

1. GENERAL TERMS

Any purchase order placed by Apm Impulse SLU (the buyer from now on) is subject to the below general purchasing terms, unless otherwise expressly agreed in writing. In the event of a conflict between these terms and any specific terms and conditions on the face of the order or otherwise forming part of the contract, then the latter shall prevail.

Acceptance of an order by the supplier shall take place signing and returning a copy of buyer's purchase order, or by any other conduct consistent with acceptance.

The contract is issued under the condition that no circumstance will change in the destination country before the arrival of the goods, we mean that the economic situation in the destination country will remain stable.

2. SHIPPING INSTRUCTIONS

All shipments shall be properly packed so that the goods are fit for transportation and human consumption. The labeling of the purchased goods shall comply with the buyer's instructions, including minimum shelf life, with applicable laws and regulations in the jurisdiction which the products are destined for, and be free from any defects and errors in workmanship.

The supplier shall on or prior to delivery of the goods provide the buyer with all the documentation specified in the order and/or required by the Incoterms referred to in the order or any applicable law.

Goods must not have been produced more than 3 months before the loading date, unless otherwise agreed in writing.

3. PRICES

The price of the goods shall be as stated in the order, and in the currency specified in the order. The prices include all the charges for packaging, taxes and the costs and expenses that will be incurred by the seller as a result of the applicable terms of delivery. No increase of the price may be made without the prior consent of the buyer in writing.

We do not pay commission on our purchase side. There is just one exception: in the supplier contract clearly state that there is not agent commission at his side and after approval from our financial department.

The buyer shall not be obliged to return to the supplier or pay for any pallets, packaging or packing materials for the Goods.

4. TERMS OF DELIVERY

All agreed delivery clauses are interpreted according to the latest version of INCOTERMS. The delivery clause for any purchase of goods will be as set out in the Purchase Order

The Goods shall be delivered by the Supplier, or made available for collection from the delivery address on the date or within the period stated in the order. The delivery time is fixed and may not be deviated from, unless otherwise agreed.

In case of early delivery, the buyer reserves the right to refuse acceptance of the purchased

goods or charge the supplier for insurance and storage of the goods until the delivery date specified in the order.

The ordered quantity shall be strictly observed. Part delivery is subject to prior agreement; otherwise the delivery may be rejected as incomplete.

The Seller shall inform the buyer immediately of any delay. If the time of delivery is exceeded the buyer may cancel the Purchase Order. A cancellation shall exempt the buyer from any obligation to pay in whole or in part any consideration, compensation etc. for the cancelled order. Our company reserves the right to claim damages for any direct or indirect loss suffered due to late delivery, including any expenses for agreed penalties paid by the buyer to its customer.

If the goods are defective or do not comply with stated specifications or requirements, the buyer shall be entitled at any time after it becomes aware of the defect or non-compliance to return the goods to the supplier at the supplier's expense without prejudice to any other remedy the buyer may have.

If the load is rejected by authorities for non-compliance issues with the prescribed regulations for the country of destination, goods will be returned sharing the extra customs and transport charges.

5. TERMS OF PAYMENT

Terms of payment shall be as set out in the Purchase Order.

The buyer shall be entitled to retain any payment or set off any payment against any alleged outstanding claim against the seller.

6. RISK AND PROPERTY

Unless otherwise specified in the contract, risk of loss of or damage to the goods shall pass to the buyer in accordance with the Incoterms specified in the order.

Property in the goods shall pass to the buyer upon delivery, or, if earlier, when the goods are paid for or otherwise appropriated to the contract. The passing of property shall not prejudice any other rights of the buyer, including rights of rejection.

7. FORCE MAJEURE

In the event that buyer's obligation to perform the contract becomes unreasonably onerous due to a force majeure event such as, but not limited to, strikes, fires, earthquakes, war, riots, general applying ban on imports or exports or similar situation, the buyer shall be entitled to suspend the order for as long as the force majeure event persists or cancel the order without this being considered a breach of contract.

8. LIABILITY

To the extent that a third party advances a claim for product liability against the buyer, which is attributable to the goods delivered by the seller, the buyer shall have full right of recourse against the seller.

The seller shall accept to join as a party before the same forum which tries a claim for product liability against the buyer.

9. JURISDICTION AND APPLICABLE LAW

If any provision(s) of these terms is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

Failure by the buyer to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

Any dispute arising out of the parties' agreement, including the present purchase terms and questions of product liability shall be settled in accordance with Spanish law.