

GENERAL SALES AND DELIVERY TERMS

1. GENERAL TERMS

Any Sales order placed by APM Impulse SLU (the seller from now on) is subject to the below general sales and delivery terms, unless otherwise expressly agreed in writing by authorized representatives of the seller and the buyer.

Buyer's standard terms, by any name whatsoever, shall explicitly not apply to seller's delivery of goods to buyer.

No order of the buyer shall be binding upon the seller until it is accepted expressly or confirmed by the seller in writing by the issuing of the sales order.

Any typographical or other error or omission in any sales order, price list, invoice, or other document or information issued by the seller shall be subject to correction without any liability on the part of the seller.

If any conditions contained in these terms conflicts or are inconsistent with any condition stated in the order, the latter will take precedence.

The sales order is placed under the condition that no circumstance has arisen in the country of origin before departure, hereunder that the economic situation in the country of origin will remain stable until the time of departure of the goods.

In the contracts in which the established terms of payment are prepaid, at the time of receipt of the prepayment, these General sales and delivery terms will be considered accepted by the buyer.

2. PRICE

The price of the goods and the currency shall be as stated in the order, in accordance with any Incoterms stipulated in the sales order. No changes of the price may be made without the prior consent of the seller in writing.

All prices stated are exclusive of VAT and any existing or future public duties and other costs beyond the seller's control.

The buyer should check the invoice and inform the seller within seven (7) days of receipt of any disputed prices. In the event that the buyer fails to do so, such invoice shall be deemed to be accepted and these terms of payment shall continue to apply.

The seller reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods in the event of documented changes in taxes, tariff rates, import/export duties, freight charges, documentation fees... etc.

3. DELIVERY

Delivery of the goods shall be made by the seller in accordance with the sales order and Incoterms stipulated in it.

Unless otherwise agreed in the order, any dates quoted for delivery are approximate only and the seller shall not be liable for any delays in delivery of the goods howsoever caused, including, but not limited, by documentary or physical checks imposed by any authority.

The goods may be delivered in advance of the quoted delivery date upon giving reasonable notice to the buyer.

Unless otherwise agreed in the order, the seller shall be permitted to perform partial deliveries of any goods and no failure of or delay in delivery of any partial delivery or any defect in the contents shall entitle the buyer to treat the contract as repudiated with regard to any remaining partial delivery.

The buyer shall provide the seller with adequate delivery instructions, and the seller is not liable for any delay or damages due to the buyer's failure to provide such instructions. An instructional letter for completing the documents will be required 15 days prior to loading, it will form part of the contract.

The seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered. The buyer shall pay to the seller for the quantity so delivered.

In the event that the buyer requests postponement of delivery or refuses to accept delivery, the seller reserves the right to cancel the order or to make a storage charge of not more than 10% of the invoice value of the goods and, if the buyer refuses to accept delivery within a reasonable period of the seller's original attempt to complete the delivery, the seller shall be entitled to dispose of the goods and to charge the buyer all fees, costs and expenses incurred by the seller in respect of such disposal.

Where goods are not available at the requested time of delivery then the seller reserves the right to substitute an equivalent product in its place and this product will be invoiced in accordance with these General sales and delivery terms.

4. RETENTION OF TITLE

Risk of loss or damage to the goods shall pass to the buyer at the time of delivery in accordance with the incoterms specified in the sales order.

Transfer of ownership shall not take place until the seller has received in full all sums due from buyer.

Until ownership in the goods passes to the buyer, the buyer shall be the bailee of the goods for the seller and shall:

- store the goods securely, safely, separately from the buyer's own goods and in a manner which makes them readily identifiable as the goods of the seller;
- maintain the goods in satisfactory condition and maintain insurance for the goods at full value against theft of, loss or damage to the goods;
- give the seller such information relating to the goods as the seller may require from time to time.

5. TERMS OF PAYMENT

The terms of payment shall be as stipulated in the seller's order.

If the buyer fails to make any payment when due, without affecting any other rights which it may have, the seller shall be entitled to exercise the following rights:

- Seller may charge interest at the rate of one (1) % per month from the date the payment became due until payment is made.
- Suspend production and/or deliveries of goods until paid and require the buyer to pay any costs of storage of undelivered goods.
- Deduct outstanding sums from any sums owed by the seller to the buyer under the contract or otherwise.
- Resell any goods not yet delivered to the buyer.
- Retain any sums paid as deposit for the goods.

6. BUYER'S OBLIGATION TO INSPECT THE GOODS AND TO NOTIFY SELLER ABOUT NON-CONFORMITY

The Buyer must inspect the Goods immediately upon receipt.

Notifications of defects concerning visible damage incurred in transit shall immediately be registered by the buyer on the CMR, bill of carriage or other consignment note and presented in writing to the carrier and the seller. The seller's acknowledgement of any notification of defect as described above is subject to the certification of such defect by the carrier or the carrier's insurance company.

Any claims concerning the quality and quantity of the goods must be given in writing not later than seven (7) days from reception of the goods, failing which any claim from the buyer shall be considered forfeited.

Any claims concerning the variation in the weight of less than 0.5% of the total of the loading will not be accepted.

With reference to the goods delivered as samples, no returns or claims will be accepted.

7. FORCE MAJEURE

In the event that seller's obligation to perform delivery of goods becomes unreasonably onerous due to a force majeure event (such as, but not limited to, wars, strikes, fires, explosions, earthquakes, drought, and floods) such obligation(s) shall be suspended for as long as the force majeure event persists, and seller shall have the right to cancel any affected order if the force majeure event persists.

8. LIABILITY

The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order submitted by the buyer, and for giving the seller any necessary information, instructions and responses relating to the goods reasonably within a sufficient time to enable the seller to perform the contract in accordance with its terms including, where appropriate, after delivery.

The buyer shall be responsible for complying with its obligations as buyer pursuant to any Incoterm specified in the sales order and with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any costs and expenses at destination port (as a result, but not limited, from the abandonment of the goods)

or any duties thereon. The buyer shall indemnify and keep the seller indemnified against all liability, losses and costs it incurs as a result of the buyer's breach of this obligation.

In the event of defects, including the absence of warranted properties, the seller undertakes at its own choice to make subsequent or replacement delivery within a reasonable time or to allow a proportional reduction of the purchase price. No other remedies are available to the buyer.

The buyer agrees to co-operate with any product recall operation initiated by the seller including providing all information and assistance that the seller may reasonably require and the buyer agrees promptly to recall any of the goods from the market when reasonably requested to do so by the seller. The buyer shall not itself instigate any product recall without first consulting with the seller except in the case of emergency. The buyer shall inform the seller of all serious complaints and any other circumstances of which the buyer is aware that may give rise to a product recall requirement.

The seller shall not be responsible for or held liable for any indirect, consequential, special or incidental losses or damages or for any loss of profits, loss of contracts or loss of goodwill in each case whether arising through negligence, misrepresentation, breach of any statutory duty, or breach of contract or otherwise in relation to the supply of goods under these sale and delivery terms.

Where the goods are produced by the seller in accordance with the buyer's specifications, the buyer shall indemnify the seller against all costs, claims, damages and/or expenses to which the seller may become liable as a result of the infringement or the alleged infringement of any patent, registered design or any other intellectual property right.

9. JURISDICTION AND APPLICABLE LAW

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