Article 1. Application and enforceability of the General Conditions of Sale

These General Conditions of Sale (hereinafter the "GCS") are applicable to all offers, quotations, sales agreements, invoices, contracts, and all orders or requests for Products offered (as defined in the Article 8 below) by Grupo Aliberico (hereinafter the "Seller") and its affiliated companies to any person, whether natural or legal, (hereinafter the "Customer") that accept such offers, without prejudice to any other conditions applicable to orders or agreements for an offer of products, whether natural or legal. In case of conflict between the Specifications and the commercial terms included in the Seller's order confirmation as referred to in Article 4 paragraph (ii), the provisions of these GCS shall prevail. In any case, if the Customer objects to the application of these GCS or the Special Conditions at any time, the Customer may mean that the Seller waives the future invocation or application thereof.

Article 2. Definitions

In these GCS, the following terms shall have the interpretations given below:

- "Offer": all text without connection to Grupo Aliberico contained in the offer or any other document that is of application for these GCS;
- "Customer": any natural and/or legal entity requesting a quote or making an order for the Seller's Products;
- "Product (s):" means goods, which are the subject matter of the contract, as described in the Special Conditions, as defined below;
- "Special Conditions" are the specific conditions, the technical conditions and commercial terms and conditions of each order confirmation of the Seller that complete the full agreement between the Customer and the Seller as defined in the previous article.

Article 3. Availability of the General Conditions of Sale

These GCS will be made available to the Client prior to entering into the contractual relationship and shall be accessible at all times on the GA website (www.aliberico.com).

Article 4. Request for offer and order

To make an order, one must either personally, or by electronic means, or through the sales staff of the Seller, request an offer from the Seller, specifying the Product needs (types, dimensions, volumes, quantities, etc.). New Customers must provide the Seller with the identification data necessary to complete the New Customer Form. Once the offer request has been received, the Seller will study it and make an offer to the Customer. The offer will be subject to the Seller's confirmation. This offer will be subject to the discretion of the Seller. This offer will be valid for seven (7) calendar days as of the date of its issue, within which period the Customer must place its order, unless otherwise indicated in the Special Conditions. The Order Confirmation is the GCS which contains the Commercial Terms of the Seller. The Customer must accept and confirm the order, in the absence of which notice the order is to be deemed rejected.

Article 5. Cancellation and/or modification of the order

Products purchased by the Seller under any modification of an order requested by the Customer shall only be effective if made in writing, within seven (7) calendar days after confirmation of the offer. If the Customer wishes to discontinue the order for any reason, the Product(s) shall be the Seller's property. To this purpose, the Seller may retain payments advanced by the Customer.

Article 6. Delivery of Products

Unless otherwise agreed in the Special Conditions, the Seller shall comply with its obligations to deliver the Products in any of the following cases: (i) by direct delivery to the Customer, (ii) by giving notice of availability and/or by delivery to a haulage company or professional designated by the Customer at the Seller's premises. In the event of notice of availability, the Customer must withdraw the products within fifteen (15) calendar days after receiving notice. At the end of this term, and notwithstanding the actions available to the Seller under the law, the Seller may consider the order cancelled and the sale unilaterally terminated. The same rule shall be applicable in the event that delivery is to be made at the Seller's premises to a haulage company or other professional designated by the Customer. The Seller shall provide all the material and equipment necessary for the delivery of the Products. The Customer will declare the quantities and costs of the Products against the Seller's products.

Unless otherwise agreed in the Special Conditions, the Seller will deliver the Products packaged according to its procedures. In the event that the Customer wishes delivery to be made to the Seller's premises, checking and verifying the Products there, the Customer must notify the Seller of this fact on the order or in the request for offer document. In this case, the Customer will be verified following the Seller's procedures, and the Customer must declare the expenses this causes.

Article 7. Delivery terms

The delivery terms for the Products will be as specified in the Special Conditions. The Seller may make partial deliveries of the Products, even if the rest is not delivered within the agreed period. In this case, the Seller will only send the Customer the Products for which the contract has been fulfilled, and not binding on the Seller. Failure to comply therewith shall not generate any obligation to compensate whatever the amount of the Products that have not been delivered. If the delivery is conditional on the Products being declared free of charge to the Seller, or to cancel any of the outstanding orders. However, unless there is a cause of force majeure, if two months after the indicated delivery date the Product has not been delivered, the sale may be terminated by either of the Parties, and the Customer may recover the deposit paid, minus any damage caused by the Seller's misconduct during the contract.

Force majeure events include, but is not limited to, the following: war, mutiny, fire, strikes and the impossibility of delivery due to other causes that are beyond the Seller's control, trade restrictions, customs policy, or other delays imposed by the Customer in a timely manner of the events listed above.

Unless otherwise indicated in the Special Conditions, the delivery term shall start to run on the date of receipt by the Seller of the first payment by the Customer for the Products, according to article 12 below.

Article 8. Undertaking of risks in the delivery of Products

In the absence of any indication to the contrary in the Special Conditions, the Products sold will be supplied by the Seller carrié du lieu at the agreed place.

If the transportation has been undertaken by the Seller in the purchase and use of specific material for the Customer. To this purpose, the Seller may invoice the price charged for the Products, including the price, interest and expenses to the Customer. In the event that the Customer becomes the owner of the Product, the Seller shall reserve the right to claim compensation for any damages suffered, and (ii) if payment has been paid, the Seller shall be entitled to demand immediate repayment of the full price. The Seller may also terminate all or part of the sales of the Customer in question or of any entity of the Company's group of companies or in which the Customer has a stake. In the event that the Seller opts not to terminate the remaining sales, all amounts owing by the Customer in respect of such other orders or for any other cause shall be payable immediately. Furthermore, the Customer shall reimburse the Seller for the expenses incurred in the transaction and the legal costs, including the professional fees of Notaries Public, lawyers and court representatives.

Article 14. Rejection of title

The Client shall retain title to the Products sold until payment of the total price has been made, plus interest and expenses. The failure to pay on the due date shall entitle the Seller to reclaim the Products sold. The Customer undertakes to communicate the existence of this retention of title clause to any third party wishing to acquire the Customer's Products. Throughout the validity of the retention of title clause, the Customer undertakes to maintain and preserve the Products in a sound and good condition and in the same place and in the same state as when the Customer received the Products. The Customer is responsible for any losses, damage or deterioration of the Products during its possession, even if caused by force majeure.

Article 15. Industrial and intellectual property rights

The Products sold under these General Conditions are protected by intellectual property rights, including, without limitation, all reproduction rights on the Products sold, and on plans, notes or specifications prepared by the Seller are the property of the Seller. If documentation, samples, images or other materials are delivered to third parties without its prior consent, and must be returned to the Seller when it claims them. The Customer undertakes not to convey from the Products, materials or documents delivered by the Seller, the trademark or patent reference, registration concerning the reproduction right or any other registration or symbol relating to the existence of any industrial and/or intellectual property rights.

Article 16. Offset

For all matters arising in relation to these General Conditions, any mutual debts or claims arising as a result of the normal wear and tear of the Products, the Seller shall have the right to offset any payments thereof from the debt owed to the Customer.

Article 16. Personal data protection

The Privacy Policy is available on the website of the Seller with whom the Customer is trading.

Article 18. Confidentiality

The Customer undertakes to keep strictly confidential any information that has been supplied to him by GA, including without limitation, confidential data regarding the Customer's establishment or the conditions of the Customer's material to which the Product is incorporated.

If the Seller has knowledge of the result of the normal wear and tear of the Product or negligence or lack of maintenance by the Customer; and/or if it is the result of a circumstance of force majeure.

Article 19. Price

The prices offered by the Seller do not include VAT or any type of indirect tax, and the amount and form of payment will be determined by the Sales Conditions applicable at the time of bid, in accordance with Spanish legislation or the legislation of the country of destination of the Products or a transit country, as applicable, that has been shown to be the Customer. Any costs and expenses of transport, assembly and insurance shall be delivered by the Customer.

Article 17. General Conditions

The Seller shall issue an invoice for each of the deliveries of the Products. The date of dispatch of the Products will also be the date of issue of the invoice and the date of reference for payments and other items related to payment. The Seller may opt to send the invoice to the Client by electronic means. The Customer consents to receive electronic invoices. Notwithstanding the foregoing, the Customer may opt to terminate the electronic invoicing service at any time by submitting a request to this end in writing or by email.

Article 12. Payment

The Seller shall retain title to the Special Conditions, payment of the price for the Products shall be made within thirty (30) calendar days after the invoice date by means of payment established in the Special Conditions. If the Products have been made using special material, the Customer must make an advance payment of 30% of the total price, within the term of fifteen (15) calendar days after confirmation of the order, by paying or transferring the said amount to the bank account indicated by the Seller and specified in the Special Conditions. The remaining balance shall be paid within thirty (30) calendar days after the invoice date by means of payment established in the Special Conditions.

The Seller may finance payment of the Products by the Customer. Granting financing to the Customer will be discretionary and must be stated in the Special Conditions. The Seller will be entitled to review and modify the conditions of such financing in the event of a modification in the economic and financial circumstances of the Customer.

Article 13. Delay or default in payment

The Seller may suspend all or part of the sale of the Products, the cancellation and/or any modification of the order, and may suspend all or part of the Customer's outstanding orders, notwithstanding any other legal rights to which the Seller is entitled. Furthermore, and as an effect of the default, interest shall start to accrue in favour of the Seller automatically and with no need for notice to the Customer, until payment is made, at a rate which will be established in accordance with Act 5 of 2004, of 29th December, establishing measures against default in commercial operations. If, within the term of forty-eight (48) hours after the Customer has received a demand for payment, it has not been made, the Seller shall be entitled to terminate this contract and any contracts entered into by the Customer with the Seller. In this case the Seller shall be entitled to (i) request the return of the Products sold, notwithstanding its right to compensation for any damages suffered, and (ii) if payment has been deferred, the Seller shall be entitled to demand immediate repayment of the total price. The Seller may also terminate all or part of the sales of the Customer in question or of any entity of the Company's group of companies or in which the Customer has a stake. In the event that the Seller opts not to terminate the remaining sales, all amounts owing by the Customer in respect of such other orders or for any other cause shall be payable immediately. Furthermore, the Customer shall reimburse the Seller for the expenses incurred in the transaction and the legal costs, including the professional fees of Notaries Public, lawyers and court representatives.