

GENERAL CONDITIONS OF SALE AND DELIVERY OF CALDIC IBÉRICA S.L.

Previous - General Conditions previously deposited

These General Conditions of Sale modify the General Conditions of sale deposited in this Registry, on October 11, 2000, in the General Conditions Deposit Book, with the number of predispose 5, with the sub-number 1, by the commercial entity CHEMAG IBERICA SA, which was renamed CALDIC IBÉRICA S.L. (hereinafter Caldic) for structural changes in 2007, with the abovementioned general conditions of sale being therefore repealed and, Present regarding the mercantile now called CALDIC IBÉRICA S.L.

1 Object

- 1.1 The following General Sales Conditions will be duly incorporated into the agreements agreed for the individual sale of Caldic products in accordance with the provisions of Law 7/1998, of April 13, on general contracting conditions.
- 1.2 Only the clauses object of the present ones may be modified by prior agreement and signed by both parties, which will become an integral part of these General Sales Conditions.

2 Order, acceptance and price

- 2.1 Caldic will supply the products to the customer in accordance with the terms and conditions contained in the offer or, if any, in the order confirmation submitted by Caldic. The sale of products to the customer must be the subject of a prior order issued by the customer, Caldic not being bound by (i) an offer made to the customer, (ii) mere receipt of an order, or (iii) mere acknowledgment Receipt of such order.
- 2.2 The contract will be perfected once the order has been issued by the customer provided by Caldic has been accepted and confirmed its realization by means of communication to the client in the form agreed for it.

3 Delivery of products

- 3.1 The delivery date of the products (delivery date) must be specified in the accepted order.
- 3.2 Regarding the products, Caldic will have the power to deliver them at the latest on the day of the indicated delivery date, being obliged the customer to receive them at that moment.
- 3.3 In the event that during the period between the communication of the accepted order and the delivery of the same, Caldic is forced to reduce or increase the price of the product, it must communicate it immediately to the customer, who will be bound on the basis of said communication to satisfy, within the agreed payment period, the price finally modified, without prejudice to the provisions of the following paragraph.
- 3.4 Notwithstanding the foregoing, the client may notify Caldic of its disagreement with the change in the price, being able to request the cancellation of the orders requested, provided that it has proceeded to the notification of said disagreement within a term not exceeding fifteen (15) days from Caldic's notification of the price change.
- 3.5 Failure to notify the disagreement within the aforementioned period will entail the obligation of the customer to satisfy, within the agreed payment term, the modified price duly communicated by Caldic.
- 3.6 As for the place of payment, the parties state that it will be the place where it has its Caldic headquarters. The payment must be made within sixty (60) days from the date of the bill relating to the product unless otherwise agreed in writing by both parties.

4 Delivery and acceptance of the products

- 4.1 The products that are included in the corresponding accepted order will be delivered to the client by Caldic in the place agreed for it. In the absence of agreement between the parties regarding the place of delivery of the products, the products will be delivered to the customer's warehouses. The costs of transport, insurance and tariffs, which originate from the moment the goods have been delivered to the carrier, will be those resulting from INCOTERMS agreed with the customer in each case.
- 4.2 The customer agrees at the time of receiving the product to examine that it corresponds to the accepted order. Likewise, it is responsible for the correct adaptation and control on the application and destination of the same exempting Caldic of any responsibility based on it.
- 4.3 The customer has a period of seven (7) days following the receipt of the products, to notify Caldic in writing of any damages or defects that may be found in them when opening the packaging, in accordance with article 336 of the Code the Commerce.
- 4.4 In accordance with the foregoing, the customer undertakes to carry out controls on the Product received from Caldic in such a way that it can detect any defects or disconformities. If, after three months (3) from the date of receipt, the customer has not notified Caldic of any possible defects or defects, it shall be deemed to be in conformity with the product received.
- 4.5 In the event that the customer has detected a defect in the delivered Product and Caldic is in agreement with the results obtained by the client in relation to said defect, Caldic may choose between:
 - a) Replenish the non-conforming quantities, at no cost to the customer.
 - b) To remedy this defect whenever possible, taking into account the extent of the defect found.
- 4.6 In the event that Caldic does not agree with the results obtained by the Client, both parties agree to subject themselves to an analysis carried out by an official laboratory, designated by both parties by mutual agreement.
- 4.7 The costs incurred by the intervention of that laboratory shall be borne fully by the party whose conclusions have been erroneous.

5 Delay in the payment of the goods

- 5.1 It will constitute a breach and therefore, will entail the early termination of the contractual relations between Caldic and the customer, non-payment in the agreed terms for the agreed amounts for the sale of the products, as well as any breach of the customer of its obligations based on the agreements and conditions agreed with Caldic, as well as on the basis of these General Conditions of Sale.

- 5.2** Notwithstanding the foregoing, in the case of delay in payment by the buyer, Caldic may claim such amount plus a default interest that will be the result of the EURIBOR interest rate in force at the time of the delay, plus 2%, without prejudice to claim as minimum interest claimed 8%.
- 5.3** In the case of delay referred to above or in case there are doubts based on the economic situation of the client or its solvency, Caldic may, without prejudice be able to terminate the contract as a result of the client's failure to revoke the commercial credits which he has granted to the customer, also requiring the advance payment of the product prior to supplying the same.
- 6** **Guarantee of delivery of the products: packaging**
- 6.1** All products will be delivered in an appropriate packaging according to the type of packaging specified in the accepted order or, when not specified, with the standards or standards applicable in Spain and, in addition, adapted to the nature of the products, to the Environmental characteristics of its function and the normal conditions of storage that the customer should know.
- 6.2** Any container and packaging material delivered by Caldic will be considered non-recoverable and will therefore become the property of the customer, its costs being included in the accepted order price, and the customer will be responsible for its proper deposition, with the exception of returnable euro pallets items whose costs will be invoiced separately, the amount of which will be returned to the customer at the time of their return, which must be made by the customer. Being understood that the returnable pallets must be in good condition, must be empty, clean and totally decontaminated.
- 6.3** Each unit of the products shall be labeled by Caldic indicating (i) the product description (ii) the net weight and, where appropriate, (iii) the reference number.
- 7** **Guarantee of Caldic**
- 7.1** The properties of the previous samples will only be binding in terms of product properties provided that this has been the subject of prior written agreement between Caldic and the customer.
- 7.2** Caldic guarantees that the product supplied meets the specifications of nature, quantity, substance and quality indicated in the accepted order. In case of dispute, the current sales specification of Caldic will be valid.
- 7.3** Caldic will not be liable for damages of any nature that may cause the product to third parties or the customer when such damages are attributable solely to the customer due to the work of reception, storage, inspection, quality control and, in general, to the manipulation of the product. In this sense, the customer will keep Caldic free from any third party claims resulting from the activities carried out by the client. Also, Caldic is not responsible for the consequences related to the improper use of the product by the customer, who will be solely responsible for such use or misuse of the product. Moreover the customer is solely responsible for the use, commercialization and destination of the products supplied by Caldic, as well as their correct storage and / or treatment, being therefore bound to defend, indemnify and hold undamaged. Caldic, of any costs, fees, damages, claims, expenses or proceedings. The customer guarantees that he will at all times comply with the consumer protection rules applicable to the marketing and / or treatment of the products and with any other rules of public order that may be applicable to the distribution of the products. In particular to environmental protection and waste disposal regulations, which apply to the marketing of chemical and sanitary products, and also to comply with any provisions applicable to its regulation on import, transit, storage and use of products.
- 8** **Limitations of actions**
- 8.1** Caldic shall not be liable in any way for (i) any cost, charge or damage incurred as a result of any breach by customer of its obligations under the contract, (ii) breach by customer of any law or regulation in (Iii) any direct, indirect, special or consequential damages or any loss of revenue, profits or business or anticipated savings by the customer; (Iv) any fines, penalties, compensation, damages, costs or fees arising from this Agreement or in connection, directly or indirectly, with it. Notwithstanding the foregoing and for the case in which Caldic's liability could be decreed, it will not exceed the amount of the value of the product.
- 8.2** The client shall indemnify and hold Caldic undamaged from any claims, actual or alleged, from third parties and from any payment of costs, charges, liabilities, damages, penalties, if such claim results from the client's failure to comply with its obligations of the contract, in particular, in relation to the responsibilities established in any of the sections (i) to (iv) of this clause.
- 8.3** Caldic will not be responsible for delays in the delivery of the product, provided that this is solely and exclusively attributable to the carrier contracted to transport the product. In any case, the claims that based on this should be made by the customer vis-à-vis the carrier shall be communicated to Caldic for the purposes of information.
- 9** **Assignment**
- 9.1** No consent is required for the assignment by Caldic to any company in its group or to any subsidiary of Caldic for the performance of this contract and / or any Order, Order Accepted or part of any of them.
- 10** **Force majeure**
- 10.1** Caldic shall not be liable for breach of any obligation established in this Agreement provided and to the extent that such breach is due to causes beyond its control, such as, but not limited to, fire, flood, accident, war declared or undeclared), embargo, blockade, riot or insurrection.
- 10.2** The parties expressly agree that the party affected by a qualifying event of force majeure (as it is defined in the immediately preceding paragraph) shall not be liable for damages arising or lost profits arising from this situation, as long as the affected party and notify the other Party in writing and immediately after the occurrence of the event in question.
- 10.3** If the cause of force majeure alleged by the Client persists for a period exceeding three (3) months, Caldic may terminate the Contract.
- 11** **Product handling**
- 11.1** Under no circumstances the return of those products once they have been manipulated, used and / or processed by the client or their original packaging have been opened is accepted.

12 Resignation

12.1 The fact that at any time either party does not require strict compliance with any of the terms contained in this agreement shall not be considered as a waiver by you of any right contained therein and shall not prevent that party from requiring the strict compliance of the term in question, or any other term contained in the Contract at any other time, including any eventual claim for damages and losses.

13 Modifications

13.1 This agreement may only be modified by a written instrument signed by the two parties included as such in the framework agreement. The modifications that based on the above may be made will become an integral part of these general conditions.

14 Others

14.1 The parties may not exercise any action based on the contract in any form after two (2) years after the occurrence of the cause on which such action is based, with the exception of claims arising from non-payment of the product that shall be governed by the rules of the civil code and by the provisions of these general conditions.

14.2 The contract replaces any other oral or written agreements between the parties with respect to the subject matter of this agreement. The parties acknowledge that they have not entered into the contract relying on any statement made but not contained in the Contract.

14.3 Any agreement established in this contract that is contrary to the law or that can not be demanded for any reason, will be deemed to be eliminated, without the rest of the contract losing its effect. In such a case, the invalid agreement shall be rectified by a modified text which shall maintain the spirit and economic meaning of the modified text.

14.4 The communications will be effective, and therefore valid, only when they are made in writing and are personally entered by certified mail or facsimile confirmed within one (1) day by certified mail (except Orders and their acceptances or alterations that are by fax), sent to the address specified in the heading of the framework agreement. All communication made via certified mail shall be considered as input forty-eight (48) hours after certification.

14.5 In the event that a competent court considers that any provision of these conditions is totally or partially invalid or unenforceable the validity of any other provision contemplated in these conditions and the remaining part of the stipulation in question will not be affected.

14.6 This Agreement shall be governed by and construed in accordance with Spanish law. Any dispute or dispute relating to this Contract or the supply of the Products shall be submitted to the Courts and Tribunals of Barcelona.