

# AGRUQUERO THERMOPLASTICS, SL - TERMS OF SALE

## 1. GENERAL

AGRUQUERO THERMOPLASTICS, SL (henceforth, the Company), undertakes to sell goods or provide services to the customer exclusively under these terms and conditions. All offers and quotes are submitted and orders are accepted exclusively and subject to these terms and conditions. Any other terms, guarantees and conditions resulting from the transactions are excluded unless expressly accepted by the Company or its employees.

## 2. TERMS

(a) The estimates submitted in writing do not constitute a binding offer and are subject to confirmation upon acceptance of the order.

(b) Unless otherwise agreed in writing, the estimates are valid for a period of 15 days only from the date of issue by the Company; thus, the Customer must request its order in writing within that period of 15 days.

## 3. DELIVERY

The dispatch and/or delivery time or dates are approximate and do not comprise the essence of this contract unless expressly stated otherwise. The Company will not be responsible for any loss or damages resulting from a delay in the delivery of the Goods for any reason whatsoever; and, in the event of such delay, the customer will not have the right to cancel an order or refuse to accept its delivery.

Once the delivery of the materials is agreed, if the customer delays or does not accept delivery, the custody, storage and insurance costs for it will be at its expense.

If an order consists of different products, as much effort as possible will be made to pack all the products in a single package or box. If the customer requests an order to be sent in different deliveries, a charge for each delivery made will be invoiced.

## 4. PRICES

All orders will be accepted and estimates submitted based on the current Company price list at that time. Prices of goods are firm provided they are delivered within 30 days of the order date; otherwise, the goods will be invoiced at the price in effect on the delivery date. All prices are subject to the taxes applicable on the delivery date.

## 5. PAYMENT TERMS

Estimated prices are net prices. Payment will be made according to the conditions agreed in the estimate. A Quick Payment Discount may be applied for all payments made within a 10-day period. Total or partial non-payment of the goods or a delivery will give the Company the right to cancel subsequent deliveries to the Customer without prejudice to any other rights applicable to the Company.

If there is a reasonable doubt about the financial status of a Customer or following the aforementioned non-payment of goods or a delivery, the Company reserves the right to cancel (suspend) subsequent deliveries without any liability until payment is made or a satisfactory payment guarantee is delivered.

If no payment is received or is received after the agreed payment deadline, the Company reserves the right to include a surcharge to the total amount as compensation for expenses incurred and late payment interest, in accordance with a percentage corresponding to the legal interest in force.

## 6. PASSING OF RISK AND PROPERTY

The risk associated with the goods will be completely passed on to the Buyer at the point of delivery, subject to term 7 of this document at all times.

Until such time as the Customer pays the Company the full amount due for the goods, the Customer will keep these assets as a trustee (receiver or depositary with the right to make use of the items) for the Company and will store the goods so they are separately identifiable. However, before actual payment for the goods is made, the Customer has the right to use the goods in the normal course of its business. If any payment is due and unpaid, the Company may recover and sell part or all of these goods (without prejudice to the rest of the rights that may apply to it), and will be authorised to enter the Customer's premises for this purpose. The Customer will be obliged to return the goods to the Company or authorise it to remove them from the premises, with any expenses incurred by the Company for removing or receiving the goods being borne by the Customer.

## 7. RISK AND DAMAGE IN TRANSIT

From the moment the goods are collected or made available to the customer, the risk of any loss, damage or deterioration of the goods for whatever reason will pass to the Customer. If the Company undertakes to deliver the goods, it will not assume responsibility for any damage, loss, variations or delays in the goods in transit or for erroneous or incomplete delivery, unless the Customer submits a written complaint to the Company which it receives within 3 days of the receipt of the goods and providing the following occurs:

(i) The Customer inspects the goods as soon as they arrive at its premises and informs the incident to the carrier on its delivery note.

(ii) The Company is offered the opportunity to inspect the goods before they are used.

If no complaint is made to the Company in accordance with this term, the goods will be considered in accordance with the delivery note in all respects and the Customer will be obliged to pay for them. Notification by fax will be considered as a notification in writing for the purposes of this section.

If the customer considers the goods to be erroneous after inspecting them, it must inform the Company in writing within 3 days of their receipt. Returns of goods which are used, incomplete, not in perfect condition or not in their original packaging will not be accepted. If a product is returned and it is verified that the acceptance criteria are not met, the Company will return the product to the customer, which will be responsible for paying for its delivery.

## 8. RETURNS

No return will be accepted once 30 days have passed since the delivery of the goods at the customer premises. Notwithstanding the foregoing, if the customer wants to return the goods due to an anomaly or defect in the merchandise after delivery by the Company, the latter must be informed in writing within 10 days of the merchandise being delivered. The customer must state the anomaly or defect the merchandise has and must receive written authorisation from the company for its return. If a return is made, the Company will have the right to reject it if, in its opinion, it does not conform to objective grounds or that covered by Commercial Law. If goods are returned or an order is cancelled, it will be penalised with at least 20% of its amount as payment.

Returns will not be accepted for those materials that have been imported or manufactured specifically for the customer. Whenever any return is admitted, it must be accepted in writing by the Company and all expenses arising from it borne by the customer.

## 9. INSOLVENCY OF THE BUYER

If the customer enters into bankruptcy proceedings, declares itself insolvent, makes an agreement with its creditors, is a limited company submitted to liquidation, a bankruptcy administrator or goes into administration, the Company can terminate its contract with the Customer, without responsibility or notice and without prejudice to its rights; whereupon, the Customer will be responsible for the losses resulting from a resale of the goods involved. The Company will have a lien on all the assets and properties of the Customer for all amounts it owes under this or another contract, and will have the right to use these to settle any outstanding debts.

## 10. OVERDUE AMOUNTS OR UNPAID ACCOUNTS

The Company reserves the right to levy an interest of 2% above the legal default rate on all amounts not paid on the due date.

## 11. FORCE MAJEURE

The Company will not accept responsibility for any failure to implement any contract due wholly or partially to any of the following circumstances: inability to guarantee labour, materials or supplies as a result of a natural disaster, war, riots or public disorder, strike, lockout or any other employment dispute, fire, flood, drought or accident, legislation, confiscation or other measures or orders adopted by a public prosecutor, town council or other duly constituted authority, or for any other reason (whether of the aforementioned type or not) outside the control of the Company. In such a case, the Company will not accept responsibility for cancelling or changing a contract.

The Company reserves the right to suspend deliveries in whole or in part, with the duration of the suspension being added to the original contract if there is a detention, delay or interruption in work in the Company premises during the delivery period, as a result of any of the causes mentioned above or any cause beyond the control of the Company.

## 11b DAMAGE

Any damage arising after the delivery of the goods due to circumstances other than the quality of the goods sold and delivered will not be attributable to the Company under any circumstances. The Company will not be responsible for defects due to the assembly or installation of the goods, calculation of strength, adaptation to the premises of others or the last use the Customer wants to give to the goods and others of the same nature, and will not be responsible for indirect or consequential damages of any kind. The Company's obligations are restricted to preparing the goods according to the design and conditions requested by the customer.

## 11c PENALTIES

In accordance with the provisions of the above stipulations, under no circumstances can the Company be penalised for any event as a result of supplying the acquired goods.

## 12. LEGISLATION

Spanish law will apply in addition to the regulations established in these terms of sale.

## 13. PRIMACY OF COMPANY TERMS

These terms and conditions of sale will prevail over any terms and conditions the Customer may wish to incorporate into the contract, should the Customer's terms and conditions be inconsistent with those of the Company or if it seeks to exclude those of the Company; thus, the Company's terms and conditions will prevail over any the Customer may have, leaving them null and void.

## 14. DATA PROTECTION

In accordance with Organic Law 15/1999, Protection of Personal Data, you are hereby informed that your personal data will be included in an automatic file under the responsibility of Agruquero Thermoplastics, SL, to meet the commitments derived from the relationship we maintain with you. You can exercise your rights of Access, Rectification, Cancellation and Objection by writing to Calle Gaviotas, 1 -Polígono Industrial el Cascajal- - 28320, Pinto (Madrid) or by sending an email to [lopdp@grupoquero.com](mailto:lopdp@grupoquero.com). If you do not inform us otherwise within 30 days, we will understand that the data have not been

modified, that you agree to notify us of any variation and that we have your consent to use them to be able to build loyalty between the parties and transfer the data to GROUP COMPANIES for the purpose of IMPROVING SERVICE QUALITY.