GENERAL TERMS OF SALE

1.-DEFINITIONS:

For purposes of this document, the following terms shall have the meanings set forth below:

SALGAR: COMERCIAL SALGAR, S.L., with CIF (tax ID no.) B-50.048.826, a Spanish company with a registered address at 50.011 Zaragoza, Autovía de Logroño Km. 9,5 and registered in the Commercial Registry of Zaragoza at volume 4.328, folio 53, section 8, sheet Z-3243.

CUSTOMER: Any natural person or legal entity that acquires SALGAR products and is not considered a consumer and user for purposes of Royal Decree-Law 1/2007 of 16 November, approving the consolidated text of the General Law on the Defence of Consumers and Users and other supplemental laws.

CUSTOMER-CONSUMER: Any natural person or legal entity that acquires SALGAR products and acts in a not-for-profit capacity in an area that does not constitute a professional activity.

Any references to a CUSTOMER shall (also) be deemed to include CUSTOMER-CONSUMERS except where expressly specified otherwise or in the event this would constitute a breach of consumer protection regulations.

2.-INITIAL CONSIDERATIONS

The sale of our products shall be governed by these General Terms of Sale, except as expressly agreed otherwise in the corresponding offer or in the acceptance of the relevant order and where such contrary terms constitute specific terms thereof. In accordance with the foregoing, any other Terms that have not been expressly accepted by SALGAR shall not be valid.

These General Terms shall be deemed to have been communicated to the CUSTOMER from the time at which the CUSTOMER is provided with the website on which they may be found or receives an offer from SALGAR accompanied by these Terms.

Alternatively, they shall also be considered to have been communicated where the CUSTOMER has previously received them in the course of its business dealings with SALGAR. In all these cases, they shall be deemed to have been accepted by the CUSTOMER for all purposes when the CUSTOMER places its order.
These Terms are subject to change. The CUSTOMER is therefore responsible for consulting them periodically and particularly in advance of placing an order, as the Terms in effect at that time will be applicable thereto.

A failure to incorporate the General Terms into an order or a finding that any of such Terms are invalid shall not render the contract invalid in its entirety; rather, the contract shall continue in force without the provision deemed to be invalid. In addition, any amendment of the same that may be required by the CUSTOMER must be accepted in writing by SALGAR.

In the event of insolvency, whether or not involving a court, a bankruptcy proceeding of the CUSTOMER or a full or partial breach of the agreed terms, COMERCIAL SALGAR, S.L. will be entitled to terminate the transaction without prior notice and reserves the right to seek the corresponding compensation in the form of damages.

3.-INTELLECTUAL OR INDUSTRIAL PROPERTY

The intellectual and/or industrial property over all terms contained in the offer and the information attached to the same, in addition to that of products subject to sale and elements, diagrams, drawings etc. incorporated into or related thereto is the property of SALGAR; as such, the use thereof by the CUSTOMER for any purpose other than fulfilling the order is expressly prohibited, as is the CUSTOMER's making of a full or partial copy thereof or granting a right of use to third parties, in the absence of the prior written consent of SALGAR. SALGAR may provide the CUSTOMER's name as part of its business references.

4.-ORDERS

The scope of each sale must be clearly specified in the CUSTOMER's order and expressly accepted by SALGAR.
Any technical specifications, configurations etc. set forth in catalogues, brochures and the like are for illustrative purposes only and are not binding, with the exception of cases in which SALGAR has accepted a particular specification requested by the CUSTOMER, which will then become part of the order documentation.

Upon placing its order, the CUSTOMER shall be informed of the price of the product and the shipping and delivery charges, undertaking from the time of its acceptance to take delivery of the products and pay the agreed price, including any applicable delivery charges.

Any modifications and/or changes made must be requested in writing and expressly accepted by SALGAR. Following its acceptance thereof, SALGAR may make an equitable adjustment to the contractual terms that have been established.

<u>ORDER CANCELLATIONS:</u>

Orders may not be cancelled from 24 hours after their receipt and acceptance by SALGAR.

5.-PRICES

The CUSTOMER shall be entitled to be informed of the applicable prices at any point in time, with any communication regarding prices remaining in effect for a period of 14 calendar days.

The invoiced price in each case shall be the price in effect at the time of formalisation of the order by the CUSTOMER and following the acceptance thereof by SALGAR.

Sale prices are net of VAT and any other taxes, duties or fees as well as costs associated with transport, installation, certification and other such items. As a result, the price may be increased by any applicable taxes and/or fees as well as by costs associated with transport, installation, certification and any other applicable items, which shall be specified in the quote or order.

SALGAR may modify its prices at any time, without prejudice to any prices agreed in contracts then in effect with its CUSTOMERS.

In the event that, during the process of formalising an order, a price fluctuation occurs that is beyond the control of SALGAR, such as an increase in the price of raw materials, SALGAR will be entitled to modify its prices accordingly, with such modification being communicated to the CUSTOMER for its acceptance thereof and deemed to have been implicitly accepted in the event the CUSTOMER does not object to the price increase within 15 calendar days.

In the event this modification is not accepted, SALGAR will invoice the CUSTOMER for the work done to this point in order to settle the parties' business dealing.

In the case of a CUSTOMER-CONSUMER, such person will similarly have the time period specified above to object to the increase but will also be entitled to terminate the contract in the event such increase is significantly higher than initially indicated.

6.- CATALOGUE

The prices appearing in catalogues published by COMERCIAL SALGAR are expressed in euro, do not include VAT or installation fees and are those recommended for sale to the public. COMERCIAL SALGAR, S.L. may vary or modify its prices as it sees fit.
The publication of a new catalogue shall render all prior prices invalid.
In any event, all sales will be formalised at the prices in effect at the time the merchandise is dispatched.
COMERCIAL SALGAR, S.L. reserves the right to modify, in whole or in part, the products appearing in its catalogues in effect from time to time without providing prior notice or any special communications to this effect.

7.- PAYMENT TERMS

The payment terms will be as established in each case by COMERCIAL SALGAR.

In the event of a delay in payment on the part of the CUSTOMER, and absent express agreement with respect thereto, the CUSTOMER shall pay SALGAR, without any demand being made therefor and from the due date of such payment, interest on the delayed payment.
The payment of this interest shall not relieve the CUSTOMER of its obligation to make payment of the remaining amounts on the agreed terms.

In the event the CUSTOMER is delayed in making any agreed payments, SALGAR may provisionally or definitively, in its discretion, suspend the dispatch of products, without prejudice to its ability to require that the CUSTOMER make all delayed payments and seek, where applicable, additional compensation from the CUSTOMER on account of this suspension.

The CUSTOMER's articulation of a complaint shall not give rise to a right on the part of the CUSTOMER to suspend agreed payments or deduct any amounts therefrom.

The foregoing shall not apply to CUSTOMER-CONSUMERS; in this case, the legally prescribed interest in effect from time to time shall apply.

SALGAR reserves the right to cancel any credit extended in the event of a full or partial breach of the agreed terms or any doubts as to the CUSTOMER's solvency, demanding immediate advance payment of any merchandise ordered, and shall further be authorised to terminate transactions in progress without prior notice and to seek the corresponding compensation in the form of damages.

8.-DELIVERY OF MERCHANDISE

SALGAR undertakes to comply with all delivery periods agreed with the CUSTOMER; however, as these periods are indicative in nature, any justified delays that may occur will not give rise to termination of the contract, compensation or penalties.

In the event that this non-compliance with the agreed period occurs in orders placed by a CUSTOMER-CONSUMER, the CUSTOMER-CONSUMER may require SALGAR to fill the order within a reasonable period of time and, in the event of renewed non-compliance, the CUSTOMER-CONSUMER shall be entitled to cancel the order and receive reimbursement for sums paid.

The CUSTOMER accepts the dispatch of partial lots of products when storage or production-related circumstances arise that necessitate this.

9.-TRANSPORT

All SALGAR products are delivered to the transport company following a detailed quality control and packaging process. The CUSTOMER must therefore inspect the quality and quantity of the goods received at the time of delivery.

In the event the CUSTOMER detects any quality or quantity defects in packaging or products at the time of delivery, it must notify SALGAR thereof via email within a maximum of 48 working hours, expressly setting forth the damage detected in taking delivery thereof and including photographs in which such damage is clearly visible.

In the event the CUSTOMER finds the merchandise to be damaged following inspection thereof, it must notify SALGAR of the same via email within a maximum of 5 working days from the date of receipt shown on the delivery slip.

10.- MERCHANDISE RETURNS

Merchandise may not be returned except in the case of express acceptance thereof by COMERCIAL SALGAR.

11.- GUARANTEE

SALGAR will be liable to the CUSTOMER for defective materials, manufacture or packaging in products it has supplied on the terms set forth in applicable European law.

In the event the CUSTOMER finds a quality defect in the merchandise, the CUSTOMER must notify SALGAR of the same immediately within 15 working days of the date of receipt of the product shown on the delivery slip, unless it is only possible to detect the defect through ongoing use of the product, in which case the provisions of the foregoing paragraph shall apply.

SALGAR will not, under any circumstances, bear the cost of any repairs carried out by persons outside of its organisation.

Similarly, SALGAR will not assume any costs arising out of the installation of a product that has a quality defect.

In any case, this guarantee shall not apply in the event of damage that is not directly attributable to the normal operation of the product, such as malfunctions resulting from impacts, handling errors, actions or attempted actions on the part of the CUSTOMER with respect to the goods in the nature of maintenance, repairs, adjustments or any other modifications carried out by the CUSTOMER.

In addition, the following are excluded from the scope of the guarantee, which will thereupon cease to be effective: any damage or defects owing to inadequate upkeep or maintenance, improper or negligent storage or use, abusive use, defective assembly, changes in the quality of the supply, modifications made without the approval of SALGAR, installations conducted or subsequently modified without following the technical instructions for the product and, in general, any causes that are not attributable to SALGAR.

12.- LIMITATION OF LIABILITY

Any liability of SALGAR and its agents, employees, subcontractors and suppliers in connection with any claims arising out of compliance or non-compliance with its contractual obligations shall not exceed, as a whole, the base price of the contract and shall not include, in any event, damages derived from lost profits or income, production or use, costs associated with inactivity or capital, delays or claims against the CUSTOMER, loss of expected savings or any other special damages, including indirect or consequential damages, or losses of any type. The limitation of liability contained in this clause may be shifted by express agreement of the parties in writing.

13.-FORCE MAJEURE

SALGAR may suspend or delay the delivery of its products owing to events of force majeure without incurring any liability in respect thereof for such time as is reasonably necessary under the circumstances.

Force majeure shall be understood as any event or circumstance outside the reasonable control of SALGAR, including, without limitation, strikes involving suppliers, transport and services, breakdowns in third-party supplies, breakdowns in transport systems, natural disasters, floods, storms, unrest, strikes, labour disputes, acts, omissions or actions taken by any type of government or agency thereof, pandemics, accidental stoppages in SALGAR facilities due to malfunctions and other causes that are not attributable to SALGAR as well as any other events of force majeure contemplated by applicable law that could directly or indirectly affect SALGAR's activities.

In such a case, SALGAR agrees to notify the CUSTOMER as promptly as possible of the existence of an event of force majeure and the expected duration thereof. It will also notify the CUSTOMER of the end of such event, specifying the period of time within which it will comply with the obligation that has been suspended by reason thereof.

14.- APPLICABLE LAW AND JURISDICTION

In the event of any discrepancies regarding compliance with quality specifications and characteristics, SALGAR's verification standards and methods will control.
Spanish law will govern any disputes arising out of the interpretation of or compliance with these General Terms of Sale and the contracts that bind the parties by reason thereof.
The CUSTOMER waives its right to bring suit in its own forum and expressly submits to the jurisdiction of the Courts and Tribunals of Zaragoza.

COMERCIAL SALGAR, S.L.