

General Terms and Conditions Mawironi SL

1. Definitions

- 1.1 These General Terms and Conditions apply to all offers and agreements with Mawironi SL with identification number ES B194 99 169, as well as associated companies (hereinafter also called: the Company), relating to the purchasing of goods by the purchasing party (hereinafter: the customer).
- 1.2 The applicability of the customer general terms and conditions is hereby explicitly rejected.

2. Offers & Orders

- 2.1 All offers made by the company shall be subject to availability of the goods.
- 2.2 All purchase orders issued by the customer shall specify at least product details, price, delivery terms. No purchase order issued by the customer shall be binding for Mawironi sl.
- 2.3 Orders shall be deemed to have been accepted as binding only if they have been confirmed by Mawironi SL and the pro forma has been issued.

3. Prices & Payments

- 3.1 All prices shall be fixed and exclude turnover tax, VAT, import and export duties, excise duties and all further levies and taxes in connection with or in relation to the goods or the delivery.
- 3.2 Unless specifically stated, payment by the customer shall be made ex works without offset or deduction.
- 3.3 In the event that it has been agreed that the Company shall make any payments in advance, the Company shall have the right at all times, before making said payments, to require from the Supplier the provision of a security which is sufficient at the Company's discretion.
- 3.4 If the customer fails to pay any invoice within 5 working days of the due date of payment, the company may suspend the delivery of any purchase order or any remaining balance thereof until full payment is made or cancel the entire order where the customer would lose any deposits made.
- 3.5 Title to the goods remains with the company until full payment has been received by the company. If full payment is not received within 14 calendar days the company has the right to retake possession of the goods.
- 3.6 In the event that the Company has a well-founded fear that the Customer will not fulfil his obligations, the Company shall at its discretion be entitled to require sufficient security from the Customer with regard to the fulfilment of the obligations to pay, before performing or continuing to do so. The Company shall be entitled to suspend the fulfilment of its obligations until the Customer has given said security.

4. Delivery

- 4.1 Unless explicitly agreed upon otherwise, the delivery shall be made "Ex Works" (EXW) in accordance with Incoterms 2010.
- 4.2 The delivery period shall commence at the latest on: the date of conclusion of the agreement; the date at which the Company has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc, needed for the delivery of the goods; the date of receipt of a prepayment by the Company and/or the date of provision of a security the Company is entitled to in accordance with the agreement.
- 4.3. The company has the right to make delivery in instalments.
- 4.4 The delivery period shall be based on the circumstances applicable at the time of conclusion of the agreement and on the timely delivery of the materials and goods ordered by the Company for the execution of the agreement. In the event that any delay arises as a result of changes in these circumstances or because the materials and/or goods timely ordered for the execution of the agreement have not been delivered in time, the delivery period shall be extended to such a degree as is reasonable, taking all circumstances into consideration.
- 4.5 The company shall not be liable for any delays outside its control such as but not limited to delays caused by its suppliers, transportation and logistical delays.
- 4.6 Any given delivery time by the company is non binding. Claim for damages for late delivery or non delivery shall be excluded.
- 4.7 In the event that the Company is in default with regard to the delivery date, the Customer shall only have the right to dissolve the agreement. In that case prepaid amounts shall be refunded, without any compensation for interest, however.
- 4.8 Damage to goods caused by destruction/damage of the packaging shall at all times be at the Customer's risk.
- 4.9 The Company cannot be responsible for the condition of products.
- 4.9 Non delivery of goods must be notified in writing within 2 days of advised delivery date by the customer.
- 4.10 It shall not be permitted to return any goods delivered by the Company without the Company's prior written consent. Should any return shipments take place, then this shall at all times be done at the expense and risk of the sender.
- 4.11 The Customer shall bear the risk of any and all direct and indirect damage that may be caused to the goods, immediately after the goods are considered as delivered.
- 4.12 The Customer shall always be obliged to inform third parties of the Company's retention of title. Furthermore, the Customer shall be obliged to inform the Company of the whereabouts of the goods and of the person or company said goods have possibly been sold to, if so required by the Company.

5. Importing of goods

- 5.1 It's the customers responsibility to ensure that all import licenses are in place before transport of the goods.
- 5.2 It's the customers responsibility to pay all required taxes, fees and duties as stipulated by local authorities.
- 5.3 The company shall not be held liable for failure of the above or of any (legal) matters that may arise as a result of the importing of the goods.

6. Transport & Logistics

- 6.1 In all cases and irrespective of the agreed terms and conditions of delivery, the Company shall be entitled to have the goods transported, unloading inclusive, at the expense and risk of the Customer, in a manner to be determined by the Company and using means of transportation at the Company's option.
- 6.2 The Company shall not be responsible for (the use by the Customer of) any documents (provided by the Company) for the transportation of the goods to the place of destination.
- 6.3 At the first request of the Company, the Customer shall provide all necessary securities for the documents needed to transport the goods to the place of destination.
- 6.4 In the event that circumstances beyond the control of the Company prevent the goods from being transported to or onto respectively delivered at the agreed place, or in the event that the Customer fails to take delivery of the goods, the Company shall have the right - at its option - either to take the products back or to store the goods (or have them stored) at the expense and risk of the Customer. Any costs of return shipment and storage shall be payable by the Customer, while the Customer shall furthermore be obliged to fulfil his obligations to the Company as if delivery had taken place. The costs referred to here shall be determined in advance by the Company and the Customer jointly without prejudice to the right of the Company to compensation of the actual costs should these be higher.
- 6.5 If deliveries are made by carrier, complaints due to damage and missing quantities can only be accepted if the complaint is confirmed in writing by the carrier and send to the company within 48 hours.

7.Limitation of liability

- 7.1 The Company's liability under the agreement shall be limited to fulfilment of the obligations described in the agreement.
- 7.2 The Company's liability shall never cover business damage or any other indirect damage.
- 7.3 With the exception of gross negligence or intent, the Company shall never be liable for direct or indirect damage, including business damage, resulting from the infringement of any intellectual or industrial property rights, licenses or any other rights of third parties.
- 7.4 Should the Company be held liable by any third party/parties for any damage for which the Company is not liable pursuant to these General Terms and Conditions or otherwise, then the Customer shall be obliged to hold harmless and indemnify the Company against such damage and liability and to compensate it for any possibly ensuing costs, damage and interest.
- 7.5 The limitations and exclusions of liability, as well as indemnity stipulated for the Company itself in the above paragraphs are also stipulated for and on behalf of its employees, any other person employed by it within the framework of the agreement, as well as for the persons from whom the Company obtains delivered goods and/or parts.
- 7.6 The company shall not be liable for any damages caused by the product sold such as, but not limited to, defects, health hazards, failure to meet required standards/quality.
- 7.7 Any exclusion or limitation shall also extend to the personal liability of the company's employees, owners and legal representatives.
- 7.8 The Company shall not assume any liability if the export of goods infringes the industrial property rights of third parties. In the event of claims being asserted against the company for infringement of industrial property of third parties resulting from an export, the customer undertakes to fully indemnify the company from third party claims and to reimburse the company for all costs of a legal defense.

8 Force Majeure

- 8.1 The company shall be exempt from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control. Including acts of god, acts of war, danger of war, civil war, revolt, strike, employees' lock-out, freight problems, fire, earthquakes, explosions or other acts of nature and weather conditions preventing work and other interruptions of the Company's operations or of the operations of the Company's suppliers, as well as default of the Company's suppliers.
- 8.2 When such events have occurred, the agreement as a result of force majeure, the Company shall have the right without any judicial intervention, either to suspend the execution of the agreement for a maximum of three months or to wholly or partially dissolve the execution of the agreement, without the Company being obliged to pay any compensation.

9. General

- 9.1 In the event that one or more stipulations of the agreement, including stipulations of these General Terms and Conditions, are null and void or become legally invalid, the remaining provisions of the agreement shall remain in force. Parties shall consult on the stipulations which are null and void or have become legally invalid, in order to make an alternative arrangement.
- 9.2 Should one or more stipulations of the agreement, including the stipulations of these General Terms and Conditions, be in conflict with mandatory provisions, stipulated by or to be stipulated by a thereto competent authority, these latter provisions shall be considered to have replaced the relevant stipulations of the agreement.
- 9.3 Notices, information, statements and samples made or supplied by the Company, in whatever form or nature, shall only be indicative and shall never bind the Company, unless the agreement explicitly provides for the contrary.
- 9.4 Any stipulations deviating from these General Terms and Conditions shall only apply in the event that and insofar as they have been accepted by the Company in writing.
- 9.5 The Company reserves the right to change these general terms and conditions at any time.

10. Applicable law

- 10.1 The agreement, as well as any and all further agreements arising or resulting from or in connection with said agreement, shall be governed by and construed in accordance with the laws of Spain.
- 10.2 The United Nations Convention for international sale of goods shall not apply to these general terms and conditions

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