

## GENERAL SALES CONDITIONS, INYECTADOS GABI,S.A.

When clients use the services of Inyectados Gabi, S.A. (hereinafter referred to as the die-caster), they decide to take on the services of an expert foundry, accepting that the equipment and technical know-how are suitable for their needs.

### **TOOLING**

1<sup>st</sup>) Tooling shall be constructed according to the duly drawn up drawing; the same as was used for the quotation. Any modification before or after the construction of the tooling shall signify an alteration of the quotation and of the delivery time of the first samples.

2<sup>nd</sup>) Drawing of the part shall be used exclusively, and with the natural reservation, in the execution of the commission. The die-caster takes no responsibility regarding the rights of third parties.

3<sup>rd</sup>) For tooling constructed in the foundry, the client participates in the manufacturing cost, the tooling being co-owned by both parties, the client contributing the material cost of the same and the die-caster the intellectual property. If further moulds need to be repeated, the previous condition does not change.

In the case of breach of contract by the purchaser, the latter shall lose his rights over the tooling.

4<sup>th</sup>) Any modification which need to be made to the tooling after its construction, shall be the client's responsibility, letting it be known that any modification made to the same, substantially shortens the life of the tooling.

The die-caster, in turn, undertakes to keep the moulds in good condition during the guaranteed life of the same. On the other hand, the die-caster shall have no obligation to replace the moulds which have reached the end of their guaranteed life and which, in his opinion, can no longer be used.

5<sup>th</sup>) The tooling shall not be insured against any event or catastrophe, such that the client is at liberty to do so, even when it is still in the foundry.

6<sup>th</sup>) Commitment to maintaining the mould in good use and custody expires after 2 years of inactivity of the same.

7<sup>th</sup>) The period of construction of the tooling shall be counted from the acceptance of the filled in a purchase order. The date of delivery of the first samples is understood to be approximate, excepting unforeseeable circumstances.

8<sup>th</sup>) Once the construction of the tooling is concluded, and before its complete tuning, the die-caster shall send samples to the client for purposes of size, requiring the express written approval of the latter.

9<sup>th</sup>) Payment of the tooling shall be made as follows:

30 % on making the purchase order

30 % on receiving the samples

40 % 60 days after validation of the samples

10<sup>th</sup>) The mould may only be withdrawn from the die-caster's premises after agreement by both parties. In this case, the client must pay the unpaid invoices of the part in question, and settle the value of existing stocks with a maximum of 3 months of the annual turnover of mentioned reference.

11<sup>th</sup>) Once the guaranteed life of the tooling is over, if there is any exceptional reason to continue with the same, all maintenance costs of this tooling will be the responsibility of the client, as well as any additional work required on the parts.

### **PARTS**

1<sup>st</sup>) Orders shall be made in writing, even if they have previously been made verbally. Periods will depend on the acceptance of the die-caster.

2<sup>nd</sup>) If after the first series of parts is produced, a difference is observed in the weight with regard to that calculated in the quotation, the price of the part shall be rectified proportionally.

3<sup>rd</sup>) The quotation is made using the current price of the base aluminium alloy and the cost of labour on the

date of the quotation. Therefore, the variations which have occurred at the time of supply in materials, alloy or labour shall be readjusted according to existing differences.

4<sup>th</sup>) The client has a period of two months to reject defective parts, the responsibility of the die-caster being limited to their replacement or the repayment of the same at the price at which they were invoiced, as well as the transport and administrative expenses arising from mentioned return.

Rejection of goods must take place within the sixty days following their reception, and be accompanied by a report justifying mentioned rejection.

5<sup>th</sup>) Penalizations for the quality of parts or for delays in their delivery will not be accepted in those cases in which manufacture has taken place with non-standard tooling, nor in those situations in which the tooling is in bad condition due to its guaranteed life having expired.

6<sup>th</sup>) No responsibility or penalization shall be accepted for delays in delivery of parts arising from force majeure.

7<sup>th</sup>) Likewise, the die-caster shall not accept any penalization when order modifications of over 20% are made, without express written communication by the client with a minimum of two months' notice.

8<sup>th</sup>) The client must define the required porosity of the part. Otherwise no requirement shall be considered to exist.

9<sup>th</sup>) Arbitrarily established charges by the client related to delays in first samples, standard parts and rejections or defective parts either mounted or not, shall not be accepted, with the exception of the provisions of point 5, and in the case of express, written, contractual agreement between Inyectados Gabi and the client.

10<sup>th</sup>) Penalizations will not be accepted for parts which are mounted and in use, unless it is demonstrated that the existing problem is the die-caster's responsibility. In no case shall the die-caster accept responsibility when the problem arises from bad plan design, defective mounting, mishandling by the user, difficulty in identifying responsibility within the tooling as a whole, or any other cause which cannot be attributed exclusively to the die-caster.

11<sup>th</sup>) Parts are property of the die-caster until the invoice has been paid.

12<sup>th</sup>) The client must communicate the end of the life of a part with 6 months' notice or, failing this, pay the amount of the existing stocks with a maximum of 3 months of the annual turnover of mentioned part.

13<sup>th</sup>) With regard to spare parts, the maximum time during which the die-caster undertakes to supply mentioned parts, at the agreed price, will be 15 years, with a rental cost for storage of moulds and other equipment of 200 Euros/m<sup>3</sup>/month.

The client must give six months notice for ordering each new batch of spare parts, as well as for the special manufacturing batch for the total extinction quantity.

14<sup>th</sup>) Any disputes arising shall be resolved by arbitration.