

GENERAL SALES AND DELIVERY CONDITIONS (v. 03.15)

(1) general.

General conditions of sale set out the terms that regulate the operations of sale of the products supplied by VITROFLEX ADVANCED PLASTICS SA (hereinafter "Seller") to its customers. Any modification of these conditions, shall only apply if it has previously been confirmed in writing by the seller. The delivery of goods or the provision of services by the seller does not constitute any recognition of conditions of sale, even in those cases that the customer has general purchase terms and conditions or by law, will provide other terms.

(2) calculations.

Small rounding differences may appear between calculated amounts and those shown on invoice. This is due to the internal computer calculations and due to differences in the intermediate rounds between different programs criteria. We understand that sometimes these differences will be upward and downward other, and therefore, in the long run, the effect should be neutral and we'll not accept claims about it.

(3) budgets.

The client has fee schedules with current pricing and applicable discounts fares. Specific budgets for those not tariffed materials will be carried out free of charge. In the case of tariffed materials budget will be invoiced with into account the price of the current time in units of 0.25 hours. Acceptance of the budgets prepared by the seller implies acceptance without reservation of the General conditions of sale. Made bids are subject to final confirmation of availability by the seller.

(4) orders.

Only are accepted the orders received in writing, either by letter, fax or e-mail duly signed and sealed. All telephone orders or verbal must be confirmed in writing by the customer. The seller will issue a confirmation of order which shall be verified by the client. This order confirmation document and the delivery note will be considered the only valid documents in case of claim. In case of not having these documents will not accept the claim for processing. The payment of the first order or orders less than 300,00 EUR has to be made in cash, by credit card or upon transfer. Administrative management and internal logistics costs are billed at a rate of 3.00 EUR for delivery note lower than 200, 00EUR.

(5) rates

Each product family has an own price list. Discounts are applicable to each rate and product family and not interchangeable between them. The seller reserves the possibility of establishing special prices and offers as well as individual conditions for certain products.

(6) delivery

The seller shall indicate in the order confirmation lead time depending on the availability of material, manufacturing, media and routes. The shipping charges are payable by the customer according to current rates. The seller is not liable for any damages that may be caused to the purchaser as a result of delays in the arrival of the goods at destination, except that such delays were motivated by causes imputable to the seller and it could not prove a justified cause that motivated the delay. Any special condition in the order linked to the term of delivery shall be accepted in writing by the seller. In any case are accepted charges for delay for a justified reason or force majeure. Partial shipments are possible. Are not accepted responsibilities for the delivery of incomplete orders.

(7) cut to size.

The whole sheet will be billed with the stock size. Surcharge of + 10% for cutting lower measures. Minimum order 10 pieces per measure. Less than 10 pieces per measure or more than 9 pieces per sheet: extra charge of 20%. Massive cut or lower measures to 500 x 500 will be invoiced by cutting time in units of 0.25 hours according to current rate.

(8) cancellation / termination.

Cancellations cannot be accepted after receiving your order because they will have started manufacturing processes. Shall not be considered annulled an order if has not been received by written confirmation of Vitroflex Advanced Plastics SA

(9) prices.

Unless expressly agreed, our prices do not include the cost of packing, insurance, freights, VAT, or other tax applicable.

(10) tolerances.

Material is supplied according to the product standards ISO and in accordance with our technical specifications available at our web site. Tolerance in quantity: for cut or manipulated orders will apply a tolerance of +20% of the total amount of pieces supplied. Specific production: making a tailored reference (color / thickness) will require the acceptance of + 20% of the amount of pieces made due the complexity of production. All production tailored requiring entire sheets (3050 x 2050mm) implies that the client must accept up to a maximum of 20% in size 2050 x 1520mm.

(12) packing and delivery costs.

Delivery costs and packaging are in charge to the customer if there is no other agreement. View current rates of transport and packaging.

(13) liability and transport insurance.

When the merchandise is collected in our warehouse, we guarantee the quality until the exit of our facilities. Material must be inspected by the purchaser at the time of collection. The acceptance of the goods presumes conformity of buyer with these conditions of sale and the special of all operation. The goods travel by account and risk of the buyer, even being sent freight prepaid. For shipments to ports paid the company reserves the right to choose the carrier and the means of shipment, that adapt to the offered budget. In case contrary decision by the customer, this will be the additional cost. Possibility of supplemental insurance to agree. Claims for transport: according to code of the title VII trade. Article 366: "inside twenty-four hours after the receipt of the goods, may be the claim against the carrier for damage or malfunction that is you find in them to open packages, provided that are not known outside of these signs of damage or fault gives reason to claim in which case is only allowed in the event of receipt." "After the expressed terms, or paying the portes, will not accept any claim against the carrier on the State that delivered the transported genres." Cannot be placed

claims of delivery after this period. Visible defects must be noted on the packing list or CMR document, otherwise it will not be admitted to pending.

(14) force majeure.

The conditions of force majeure relieve us from our delivery obligations.

(15) complaints and/or devolutions.

If there are issues of quality or quantity, buyer must notify in writing to the e-mail address info@vitroflex.com, within 8 calendar days after delivery. It's essential for processing add the lot number of the product that is printed on the sheet. Any claim after this period will not be admitted. The buyer is responsible for any resale of the material, transformed or not, to a third party. Returns of material, unless previous written communication and agreed with our agents are not accepted. All returned merchandise must have the claim issued by our sales department. Shipments which are devoid of such information will not be accepted by our receiving Department. In case of complaint will open a non compliance proceeding for defective or damaged product. Once audited if the claim is justified will be replaced the affected material without taking in any case no other additional compensation. Will be required to provide proof of purchase and material supposedly defective. Payment of the material is subject to final verification in our laboratories. Incidents in the material due to transport must be noted on the delivery receipt or document CMR, delivering copy to the carrier making the delivery. This should work in our power in within 24 hours to proceed to the claim within the statutory period.

(16) guarantees.

The seller guarantees that all material is supplied according to the specifications contained in our documentation of technical properties of the product and the supplied goods are free of defects or manufacturing defects. In any case the company is responsible for the suitability of the material for an application, resistance under load, nor of any process that in could be submitted as cutting, thermoforming, gluing, bending, etc. By what will not be accepted for processing any claim for defects of use and/or application of materials. The material must be installed free of tensions, spalling edges and impacts of any kind. In the case of claims of material quality, duly justified, processed enclosing the delivery note, and previous laboratory verification, guarantees only the replacement of the goods. The standard properties of the materials shall be governed according to ISO manufacturing norm of each product, internationally accepted standard. The warranty is limited to the maximum time of one year. Other specific rules must be submitted at the discretion of the company and its previous acceptance. No warranty will apply if the material has been exposed to corrosive environments, with aggressive agents or solvents. All the information relating to our products, including technical manuals, are based on the data supplied by our vendors and the current experience. Our information describes only the products, is provided in good faith, within the limits of our knowledge and not can be interpreted as a guarantee of application. The customer should always have evidence of the suitability of the material prior to use. Any claim shall be notified before the eight days of knowing the problem and always within the warranty period. For their management is required to attach the document of delivery note, the lot number write in the label of the sheet or product and the proof of payment of the invoice. Any claim of a product that has not been paid completely within the period stipulated on the invoice will not be attended. The failure or delay of payment disables the client for any claims.

(17) payments.

Except previous agreements the payment from the buyer must be made in cash to the delivery of the merchandise or service, prior grant of credit. The credit shall be subject to the limit granted by the credit insurance company. Once granted credit, the only way of payment alternative to transfer or Visa card will be money order. For orders and manufacturing custom tailored will be prompted an advance of 50% of the amount when ordering to customers with open credit account. In other cases the payment will be 100% in advance to order.

(18) credit policy. Concession.

All sales made by this company are insured by a credit insurance company. Shall be provided in the signing of the account opening and / or first order the identifying details for the credit application. The granting or credit review will be confirmed within approximately 15 days. An order may not be invoiced to a company without credit granted. Changes with other companies of the same group will not be accepted without the same procedure.

(19) data protection policy

In accordance with the organic law 15/1999 of protection of Personal character data, we inform that the data personal identification that you provide will be treated automatically in the files of Vitroflex Advanced Plastics, with the purpose of the management of trade relations and will be only provided to entities legally authorized to do so. You may at any time exercise the right of access, rectification, cancellation and opposition in the terms established by law 15/1999. The file controller is Vitroflex Advanced Plastics c/ Iñigo de Loyola, 20 - 31592 CINTRUENIGO (Navarra).

(20) the reservation of ownership.

The seller authorizes to the buyer to sell or use the goods supplied within the scope of the normal exploitation of their company. This authorization will be automatically removed as from the first non-payment on maturity. We reserve the property of the merchandise delivered until its final payment.

(21) the attribution of competence.

Operations of purchase and sale, whatever the place of delivery of the goods, are understood legally executed in Girona. Money orders, receipts or any other form of payment, are not more than a document to make easier it and do not change the address of the same, which is established in Girona, with all the legal effects. All items relating to the validity, interpretation or performance of our contracts, both in demand and defence will be the exclusive jurisdiction of the courts of Girona. If any of the conditions were partially or fully invalid this shall not affect the validity of the remaining conditions.

(22) validity.

1 January 2015. Remain undefined until repeal or modify this document.