

## General Sales Terms and Conditions for Our Products

These terms and conditions shall be deemed to be accepted by our clients when they place an order with us. Our general sales terms and conditions are the only valid terms and conditions and we will therefore not accept any conditions from the purchaser, whether or not printed on the order, that contravenes our terms and conditions, unless accepted in writing by us. We shall not be liable for any obligations other than those duly agreed to in writing. No verbal agreement shall be valid unless ratified in writing by our company.

**ORDERS.-** For orders not directed in any way to our company to be accepted, these orders must have been accepted in writing following receipt, even if it refers to previous offers of Hélices y Suministros Navales, S.L. These orders may not be cancelled or modified without our express agreement in writing.

**OFFERS and PRICE QUOTATIONS.-** Hélices y Suministros Navales, S.L. reserves the right to modify its offers to the public at any time without prior notice, in terms of both sale prices and of the characteristics of the products offered, which, unless specifically indicated, correspond to their standard constructions.

**PRICES.-** The prices indicated on the orders, quotations, offers, price lists, etc., are understood to be payable immediately and refer to the material in our warehouse, without packaging, unless otherwise indicated. Prices may vary as a result of any changes in the cost of the raw materials, labour and other factors, until the order has been filled.

**PACKAGING.-** Packaging shall be paid for by the purchaser and there shall be no refund for returned packaging.

**TRANSPORT.-** Any damage to the product supplied by us or material returned, once the customer's order has been filled, shall be paid for by the purchaser once the product or material has been made available for the purchaser at our premises. The fact that Hélices y Suministros Navales, S.L., looks after your order or may, exceptionally, pay for transport costs, shall not prejudice the foregoing and the goods shall be considered to be delivered when they leave our premises or the place in which they are kept.

When our clients do not specify the means and type of transport, it shall be understood that they are delegating the power to freely choose the means and type of transport to the vendor company and the vendor company shall not be liable for this choice.

**INSURANCE.-** Hélices y Suministros Navales, S.L. is only obligated to take out transport insurance in its deliveries when this is expressly indicated by our customers. Nevertheless, if no instructions are received to this end, Hélices y Suministros Navales, S.L. may decide to take out insurance whenever it deems it necessary. In both cases, the costs shall be paid by the customer and our company shall not be subject to any liability deriving from the transport or from the power to decide, if applicable to take out insurance.

**PAYMENT.-** Hélices y Suministros Navales, S.L. reserves ownership of the goods sold until they have been paid for in full. Purchasers who have not paid the full price shall be considered to be merely holding the goods. The purchaser shall be obliged to immediately inform Hélices y Suministros Navales, S.L. in the event that they file for or are declared to be in temporary receivership or bankruptcy or if their assets are under embargo. In the event of total or partial failure to comply with the obligation to pay, Hélices y Suministros Navales, S.L., may opt to demand the full price or to retake possession of the merchandise, with compensation for damages in both cases.

Payment of the amount of our goods or work must be made at our company address. Issuing of bills of exchange, acceptance of bank transfers or cash payments on account of the amount owed, variations in the due dates, if granted, etc., shall not constitute a novation of the sales contract or waiver of our right to receive payment of the total amount of the sale at our company address. VAT - The appropriate rate of value-added tax or equivalent tax shall be added to the prices. In the event that the customer does not take charge of material owned by the customer, on which Hélices y Suministros Navales, S.L. has carried out repairs or work in general, in a maximum period of three months from the date on which said material is made available to the customer, it shall be understood that said material is being abandoned to our possession and that we may do with it as we see fit, and we shall only be obliged to pay the customer, if applicable, the difference between the product obtained from the material and the amount of the work carried out.

**LEAD TIMES.-** Where lead times are stipulated, they shall be understood to be approximate. In cases of force majeure that may affect our company or our suppliers, such as electricity outages, strikes, lockouts, defective casting of parts, delays in transports, supply difficulties, etc., the lead times shall be considered to be suspended while the

impediments persist and no claims may be made due to any delays due thereto. The lead time shall begin when the order is formalized by means of the first payment and the date on which we receive from the payment the technical details necessary to fulfil the order. If the customer delays payment for any of the agreed schedules, we shall deem ourselves to be exempt from any obligation to comply with the supply and the lead time shall be delayed until the customer complies with the agreed terms.

**WARRANTY.-** We guarantee the quality of the materials and labour of the elements supplied and we undertake to replace or repair free of charge in our workshop any elements that may be deemed to be defective due to manufacture, material or labour for a period of 6 months from entry into operation and in no event longer than 12 months from the date the elements leave our warehouse or factory workshop. Our liability shall be limited to the repair or replacement of said parts, at our own discretion. If the necessary repairs cannot be carried out in our workshop, our obligation shall be limited to replacing the defective parts, free ex-works, and to pay the amount of the repair based on the cost of carrying out said repair in our workshop. With regard to elements not built by us, our warranty shall be limited to the warranty provided by the corresponding supplier. The defective parts to be replaced shall become our property. In the case of replacement of defective parts, all the transport fees and fees for assembly and disassembly of the parts shall be paid by the purchaser. Any faults due to improper use, negligence, carelessness, overloading, normal wear, force majeure, or due to repairs or assembly carried out by personnel outside this company, as well as any other liabilities and compensations other than those mentioned are excluded from our warranty. For our warranty to take effect, the design and execution of any complementary works and installations not carried out by us must be approved by us.

**JURISDICTION.-** For any matters arising from the interpretation and compliance with the above clauses and conditions and any special agreements signed regarding any supplies, the parties shall be subject to the jurisdiction of the courts and tribunals of Barcelona and waive, as applicable, their own jurisdictions and any that they may have in the future.

HÉLICES Y SUMINISTROS NAVALES, S.L.