

## **GENERAL CONDITIONS OF SALE**

This set of General Conditions of Sale of GLUAL HYDRAULICS is applicable to all deliveries and all benefits.

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## GENERAL CONDITIONS OF SALE

### SECTION 1. - GENERAL

1.1 These terms and any special conditions agreed in the contract apply to all deliveries and all benefits. Conditions customer's purchase may be different from those prescribed here will not reach a part of contract to accept the order. In any case, the General Conditions and / or specific purchase of the buyer, terminate or replace these Terms and Conditions. The contracts are held, except that it has been agreed otherwise by written confirmation from the supplier.

1.2. La acceptance of our offer implies tacitly that all the conditions here detailed, unless agreed in writing the special, particularly in the same Offer or by letter or detailed in our acknowledgment of receipt of order, only papers force us to the Customer.

1.3. GLUAL Hydraulics reserves the right to property and intellectual property law samples, budgets, plans and information as well as material or immaterial in electronic form, third party access has prevented them.

### ARTICLE 2. - OFFERS AND ORDERS

2.1 The prices are understood, if not express otherwise for goods located in our store, including the charging of it, but not including shipping or the transportation to the reception, no taxes, which are always paid by the buyer, nor the start-up on the site. All operations of transport, insurance, maintenance and delivery are at risk of the buyer.

2.2. Studies or offers of material is based on prices prevailing on the date of implementation, and if, due to changes in the cost of materials, changes tariffs or any other cause, the price level is revised, the prices apply would be those that apply on the date of delivery, unless the offer is accepted within the period of validity that the same is fixed.

2.3. Prices do not include, unless express notification, assembly and start-up of materials supplied, fluids recommended by the technical services of manufacturers, elastic and rigid containers of materials and the study of implementation of the various materials.

2.4. Glual Hydraulics price may vary as a result of any legislation affecting materials, wages or hours of work and also to possible changes in the parity currency, import elements.

2.5. Orders will not be taken into consideration unless they come accompanied by payment on account under our bid, if this has been established.

2.6. Acceptance of the offer will also be accepted without reservations of these Terms and Conditions.

### ARTICLE 3. - STUDIES, PLANS AND DESIGNS

3.1 The information relating to the offer, such as drawings, designs, drawings, catalogs and / or other technical documentation is only informative and are intended to give a general picture of the materials described in them, any part of the contract unless there was any written agreement. GLUAL Hydraulics does not accept responsibility for any inaccuracy or omission of such documentation.

3.2 The Customer must always do a preliminary study of compatibility and assembly elements in their installation and shall be solely responsible for putting in conformity the installation with the various regulations.

3.3. In budgets, plans, drawings and other technical information, keep reserved the right of ownership and accomplishment, not allowing these to be provided to third parties without our prior written permission.

#### ARTICLE 4. – IN SITU WORKS

4.1 The budgets of the work done at the site of the work of the client are considered approximate, due to the particular characteristics and special may represent, may not lead, except definitive agreement between the parties, final prices.

#### ARTICLE 5. - COPYRIGHT

5.1 GLUAL Hydraulics retains ownership of the goods until the buyer do payment in full of the same.

5.2 It is the responsibility of the buyer to take the necessary steps to keep in good state until the goods have been paid, shall be secured to GLUAL Hydraulics collection of the same if it was sold to a third party by the buyer.

#### ARTICLE 6. - DELIVERY

6.1 The delivery time will be agreed by the contracting parties. The delivery times calculated from the date of receipt of the confirmation of order, can GLUAL Hydraulics proceed without interruption.

6.2. GLUAL Hydraulics is not responsible for delays in the provision of all or part of the goods in the case of force majeure such as natural disasters, limitations laws, strikes, etc., or any other cause beyond our control. For given any of the above reasons, the delivery period will be extended to same period of time that the proceedings which have led to the delay. However, if period exceeding six months, GLUAL Hydraulics may cancel the request not sent prior written notice to the buyer.

6.3. GLUAL Hydraulics reserves the right to refuse an order in terms of product availability. In this case, shall inform the buyer with the as soon as possible.

6.4. We strive with great interest, meet the deadlines set out in our offers or our order confirmations, although it is physically impossible to respond fully to the compliance by relying on others suppliers and unexpected circumstances completely beyond our control as possible. Thus, no penalties will be accepted for delay in delivery schedule.

#### ARTICLE 7 .- WARRANTY

7.1 GLUAL Hydraulics guarantees only the materials for a period of 12 months output from the factory or if the communication from its free customer collection available on site. It excludes any direct, incidental, special or consequential damages suffered by the buyer or any third party any loss of income, profit or picture, caused by any event, either contractual or non-naturalized, because of breaches fundamental or negligence, even if GLUAL Hydraulics has been advised of the possibility or likelihood of such damages. Excluding any liability for effects or damage they may cause in plant, machinery or circuits. In no event be liable for personal accidents or material losses production.

7.2. Warranty includes replacement or repair of defective items to make in our workshops. Means always with the allegedly defective material placed in our warehouses, transportation costs and risk by the buyer. If the customer wants repair is performed in the plant or location equipment is installed, your account will be the costs incurred, as rates

provision of personal current AEFTOP approved.

7.3 In relation to defects which appear in the products supplied GLUAL Hydraulics accept sole responsibility or obligation to repair or replace free charge the defective part or parts provided that the goods have been treated properly and that the defects encountered are due to defects in material or manufacturing. Warranty excludes faults caused by misuse or poor installation, damage caused by subjecting the equipment to abnormal stress experimental purposes, setting or event. The total liability of GLUAL Hydraulics for damages, regardless of the type of action or theory of liability does not exceed the amount of the work, installation or materials you been asked GLUAL Hydraulics. Any amount exceeding that sum and GLUAL Hydraulics that is required to support whether by judicial, arbitral or similarly, the buyer will be repeated to obtain indemnity.

7.4 The tips and advices given above and post closure of the contract, are made with best intentions and knowledge according to their maximum, however GLUAL Hydraulics class assumes no responsibility in this regard, nor liable for any damage either direct or indirect, by whom, where and why to occur.

7.5 Have been excluded from this warranty:

7.5.1. The use of facilities or services that deviate from the instruction manuals or Glual Hydraulics specifications

7.5.2. Improper use of facilities or negligence of buyer, its assistants or agents.

7.5.3. The parties provided by the buyer.

#### ARTICLE 8. - RETURN OF MATERIAL

8.1. The company won't be responsible for any complaint submitted after the 12 following months after the good's delivery or accepts returns without authorization prior to or past 8 days after delivery of the goods. In any case, each return, must be accompanied by copy of our delivery note and a surcharge least 25% on the cost of returned material. Running all costs transportation expense.

#### ARTICLE 9. - PORTES

9.1 The goods means always deposited at the home of GLUAL Hydraulics even in operations contingent upon the delivery destination and the goods are always travel at the risk of the buyer, being in charge including insurance established and any additional special permits that would place.

9.2 In emergency shipments, whatever the means of transport, air, courier, baggage system, special agencies, couriers etc. Regardless of amount of the service, the purchaser shall bear all extra costs, those carries, travel, communications and the service has caused, not in any case this value may be less than 60 Euros.

9.3 As set out in Article 18 of Royal Decree 782/1998 for packaging and welcome packages to the 1st additional provision of Law 11/1997, the head of the delivery of waste from packaging and containers for proper management environment, will be the end user.

#### ARTICLE 10. -PAYMENTS

10.1. Payments will be made at most, unless specifically agreed between the parties, 90 days from the date of invoice and after receiving positive credit reports. If the buyer fails to make payment of any of the supplies at maturity GLUAL Hydraulics may suspend further shipments until there is such payment.

10.2. Any bank charges associated with the payment of goods and expenses back effects in the event of default shall be borne by the buyer.

10.3 In the event of late payment and without prejudice to other rights assigned to buyer by legislation, the buyer shall pay GLUAL Hydraulics late interest 2% per month from the due date of invoice.

#### ARTICLE 11. - USE OF SOFTWARE

11.1. In the extent that the scope of delivery includes the provision of software, customer has the nonexclusive right to use including the accompanying documentation. He gives the software for use in the delivered item to which it is intended, not supported use of this software in another system. The modification, translation or adaptation of code from object to source code and the playback software only supports to the extent legally established. The client undertakes not to withdraw manufacturer's instructions, especially without the information of Copyright GLUAL Hydraulics prior consent.

11.2. All other rights to the software and documentation including copies, GLUAL Hydraulics correspond to the software vendor. Award is not supported sublicenses.

#### ARTICLE 12. - JURISDICTION

The legal relationship between GLUAL Hydraulics and are subject to the right buyer Spanish. The competent court shall be the domicile of GLUAL Hydraulics. But GLUAL Hydraulics may choose to bring appropriate legal action at the home of the buyer.