

General Sales Conditions for Intesis Software, S.L.U. (Supply of Components, Equipment and Systems)

1. General

1.1 Sales and supplies to be carried out by Intesis Software, S.L.U. (hereinafter referred to as the Vendor) shall be governed by the present General Sales Conditions, except in all those matters that are expressly agreed otherwise in the respective proposal or in the acceptance of the order and which may constitute the special conditions thereof, Therefore, other conditions that have not been explicitly accepted by the Vendor shall have no legal value or effect.

1.2 The present General Conditions shall be considered to have been communicated to the Buyer as of the time at which the latter is informed of the address of the web page where they can be found or receives a proposal from the Vendor, accompanied or not by these Conditions. Alternatively, they shall be regarded as communicated if the Buyer received them previously during his business relations with the Vendor, in which case they shall be considered to have been accepted by the Buyer for all purposes upon placing his order.

2. Intellectual and Industrial Property

The intellectual and/or industrial property of the proposal and the information included therein on the equipment that is the subject of the supply, as well as the items, plans, drawings, software, etc., included in or relating thereto, belong to the Vendor or to the suppliers of same, so that their use by the Buyer for purposes other than the fulfilment of the order, as well as their total or partial reproduction or assignment of use to third parties, are forbidden except with the Vendor's express prior consent.

3. Formalization of Orders and Scope of the Supply

3.1 The scope of the supply shall be clearly specified in the Buyer's order. For it to be considered effective, the order must receive an express acceptance by the Vendor, except for those cases in which, given the periodic nature of the supply, this requirement has been deleted by mutual agreement.

3.2 The supply only includes the equipment items and materials covered by the order, except for the cases in which some documentation, information, back-up or additional services are explicitly included in the Buyer's order, which has been accepted by the Vendor.

3.3 The weights, dimensions, capacities, technical specifications and configurations referring to the Vendor's products included in catalogues, brochures, pamphlets and technical literature are of an informative, non-binding nature, except for the cases in which the Vendor accepts a closed specification of the Buyer, which must form part of the order documents.

3.4 Modifications and/or variations of the scope of an order should always be notified to the Vendor in writing and they will have to be expressly accepted by the Vendor for them to be valid.

4. Prices

4.1 The prices of the supply are net, exclusive of VAT or any other tax, duty or levy, which shall be charged subsequently in the invoice at the respective rates. Unless there is a clause to the contrary in the order or an agreement on the matter between the Buyer and the Vendor

stemming from their business relation, the prices of the supply do not include packing, carriage, duties or insurance and they are considered placed at the Vendor's works. These prices are only valid for the entire lot of materials specified in the proposal.

4.2 In the case of proposals prior to the order, the prices quoted are valid for one month and in this period, they shall be considered fixed on the terms of payment specified in the proposal, unless the supply quoted consists of imported equipment items subject to exchange rate contingences or to the payment of tariffs and duties, in which case the price of the proposal would be adjusted in accordance with such variations.

4.3 The prices stated in the proposal are for the terms of payment specified in that proposal. If these terms of payment were to be modified, the proposal prices would be reviewed.

4.4 Once the order is accepted by the Vendor, the prices of the supply are considered fixed and not subject to review. However, a price re-adjustment shall be applicable when:

- a) A price review has been agreed between the Buyer and the Vendor.
- b) The delivery or acceptance time has been delayed for a cause directly or indirectly attributable to the Buyer.
- c) The scope of the supply has been modified at the Buyer's request.
- d) In the event of the prices being quoted in a currency other than the EURO, the variation in the parity undergone by the currency in respect of the EURO from the date of the order to the contractual invoicing dates of each milestone shall give rise to the respective adjustment of the selling price.

5. Terms of Payment

5.1 The Vendor's order or, in the event of there not being one, the Buyer's order accepted by the Vendor, shall include the terms of payment of the supply. Terms of payment previously specified in the framework of an ongoing business relationship agreement between the Buyer and the Vendor may also be used. Payment from the Buyer will be due on the due date indicated in the invoice. The Vendor, considering the time lapse between the sending and the receipt of the invoice concedes an additional period of seven days from the due date of the invoice, for payment.

5.2 Payment shall be made on the agreed terms to the Vendor's bank account or by means of another agreed procedure. Payment shall be made without any reduction, such as non-agreed withholdings, discounts, expenses, taxes or duties, or any other. In case of no previous agreement in terms of payment, payment in advance before shipping the goods is applicable.

5.3 If the delivery, installation, start-up or reception of the supply should be delayed for reasons not attributable to the Vendor, the agreed terms of payment shall be maintained.

5.4 In the event of delay in the payments by the Buyer, he will have to pay the Vendor, without any demand and as of the payment due date, the late payment penalty interest, which shall be calculated by applying an interest rate for the period of delinquency equivalent to the EURIBOR (Euro interbank offered rate) for one-month deposits incremented by one percentage point (100 basic points), and the rate published by the European Banking Federation and the Financial Markets Association (ACI) shall be taken, on the second working day before the starting date of the respective interest period. The payment of this interest does not discharge the Buyer from making all the other payments on the terms agreed.

5.5 If the Buyer should incur delays in the agreed payments, the Vendor could discontinue shipment of the supply or execution of the services associated with it, without detriment to requiring the Buyer to make the late payments and to claim, when appropriate, additional compensation for this halting of the supply or stoppage in the execution of the agreed services.

5.6 The presentation of a claim by the Buyer does not entitle him to discontinue or make any deduction in any of the payments pledged.

6. Delivery time and Conditions

6.1 The delivery time is for the material placed in the position and conditions stated in the order acceptance. If the delivery position is not specified in same, the supply shall be considered placed at the Vendor's works or stores. For the delivery time to be binding on the Vendor, the Buyer should have complied with the payments schedule, when applicable.

6.2 Delivery time shall be modified when:

- a) The Buyer does not supply the documentation needed for the execution of the supply on time.
- b) The Buyer requires modifications in the order that are accepted by the Vendor and which in the Vendor's opinion require an extension of the delivery time.
- c) For the fulfilment of the supply it was essential for the jobs to be executed by the Buyer or his subcontractors and these were not done on time.
- d) The Buyer has not fulfilled any of the contractual obligations of the order, especially one referring to payments.
- e) Delays occur in the production or provision of all or some of the items of the supply for a reason not directly attributable to the Vendor. For merely informative but not restrictive reasons, the following causes of delay are included: supplier, transport and services strikes, failures in the supplies of third parties, transport system failures, floods, storms, disturbances, strikes, walk-outs by the Vendor's or his subcontractors' personnel, sabotage, accidental shut-downs at the Vendor's works due to breakdowns, etc. and any cause that may be considered as an act of God into account in current legislation.

In the foregoing cases, deferrals in the delivery time shall not modify the supply payment Schedule.

6.3 In the event of a delay taking place in the delivery of the equipment and materials covered by the order directly attributable to the Vendor, the Buyer shall apply the penalty agreed previously with the Vendor, said penalty being the sole compensatory action possible on account of delay.

7. Packing, Transport

7.1 Unless agreed beforehand with the Buyer, the packing of the equipment and materials covered by the supply shall be the subject of an additional charge over and above the selling price and the return of the same shall not be acceptable. Under Law 22/2011, of 28 July, on Packs and Packing Waste, as the end recipient of our packing, it falls to the Buyer to apply the most suitable environmental treatment (appraisal, re-use or recycling).

7.2 Unless agreed beforehand with the Buyer, the transport, including loading and unloading operations, shall be carried out for the account and risk of the Buyer, so the Vendor is alien to any claim in respect of damage or impairment of the supply, all said risks having to be assumed by the Buyer.

7.3 If the equipment is ready to be supplied or, alternatively, is pending agreed upon tests, and the Buyer does not withdraw them or does not reach an agreement with the Vendor for them to be stored on his premises in agreed conditions, all the expenses occasioned by storage, assessed at the Vendor's discretion, shall be for the account of the Buyer, who shall also be answerable for all the risks that the material stored may undergo.

8. Inspection and Acceptance

8.1 Except in cases specified in the order, inspections and tests during production and the final inspection prior to shipment of the supply shall be carried out by the Vendor. Any additional test required by the Buyer should be specified in the order, listing the standards applicable and, if appropriate, the place and entity where these tests will be performed. These additional tests should have the Vendor's approval and they shall be carried out for the Buyer's account.

8.2 When the supply has been received, the Buyer shall verify its contents within a period of not more than 15 days from its receipt, so as to check for possible defects and/or faults that might be attributable to the Vendor, in which case informing the Vendor immediately of the existence of these defects and/or faults.

8.3 If the supply presents defects and/or faults attributable to the Vendor, the latter shall take the necessary steps to remedy them.

8.4 Unless acceptance tests in conditions and at dates agreed between the Vendor and the Buyer have been specified in the order, once 15 days have passed from the receipt of the supply by the Buyer without the Vendor having received written notification of possible defects or faults, the supply shall be considered to have been accepted, at which point the guarantee period shall start to be counted.

8.5 The supply shall be considered for all purposes to have been accepted by the Buyer if, although acceptance tests have been agreed, these are not carried out in the period stipulated for reasons not attributable to the Vendor or if the Buyer starts to use the supply.

9. Return of Materials. Claims

9.1 Under no circumstance will the Vendor accept the return of materials without prior agreement on the matter with the Buyer. A period of 15 days from the time when supply has been received by the Buyer is set for the latter to inform the Vendor of his intention to return materials and the justification for this and to arrange the return procedure with the Vendor, when applicable. In any case, claims should be submitted by the Buyer to the Vendor in a reliable fashion and in writing.

9.2 Returns or shipments of material to the Vendor's premises, whether for their payment, replacement or repair, should always be made postage or carriage paid.

9.3. In the event of a return due to a mistake in the order or for other reasons not attributable to the Vendor, 15% of the net value of returned material shall be charged as the Buyer's share in the review and conditioning costs.

9.4 The Vendor will not accept returns of materials that have been used, fitted in other equipment or installations, or subject to disassembly operations not done by the Vendor.

9.5 The Vendor will not accept returns of products designed or made specifically for the order.

10. Guarantees

10.1 Unless expressly stipulated otherwise in the proposal or the acceptance of the order, the Vendor guarantees the products that he has supplied in respect of defects of materials, manufacture or assembly for a period of two years from the date of acceptance, whether this be explicit (successful completion of acceptance tests arranged between the Vendor and Buyer and remittance of a letter of acceptance of the supply), or tacit (15 days after shipment by the Buyer, without written communication to the Vendor specifying some non-conformity), or else of 24 months from the date on which notice is served that the supply is available for shipment, whichever happens first.

10.2 The guarantee stated in point 10.1 consists of the repair or replacement (at the Vendor's discretion) of the items that have been acknowledged as faulty, either because of defects in

the material or manufacturing or assembly defects. Repairs are taken as being carried out at the Vendor's offices, while the Buyer is liable for disassembly operations, packing, loading, transport, customs, duties, etc., stemming from the remittance of the faulty material to the Vendor's offices and its subsequent delivery to the Buyer. Arrangements may be made with the Buyer, however, for repairs and replacement of faulty items to be carried out on the Buyer's premises.

10.3 The repair or replacement of a faulty supply item does not affect the starting date of the supply guarantee period as a whole, which shall be as specified in point 10.1. The item repaired or replaced, however, shall have two year's guarantee as of its repair or replacement.

10.4 When the guarantee stated in point 10.2 consists of a replacement that has to be done immediately for emergency reasons, the Buyer undertakes to make the return of the faulty part or item in a period of not more than 7 days from the date of delivery of the new part or item. The part sent shall be invoiced if the replaced one is not returned.

10.5 Under no circumstance will the Vendor accept liability for repairs carried out by personnel not belonging to his organization.

10.6 Damage or effects due to wear resulting from normal use of the equipment are excluded from the guarantee. Also excluded from the guarantee, which shall moreover be considered as expired, are the damage and defects caused by improper upkeep or maintenance, storage, and incorrect or negligent handling, misuse, use of unsuitable liquids and gases as well as incorrect flow or pressure, fault installations, variations in the quality of the power supply (voltage, frequency, disturbance) modifications made in the supply without the Vendor's approval, installations carried out or modified later without following the product's technical instructions and, in general, any cause that is not attributable to the Vendor.

10.7 The guarantee shall also be considered expired if, in the event of it being stipulated that the supply should be started up with the Vendor's attendance, the supply is started up without such attendance or if, in case of failure, no measures are taken to mitigate the damage.

10.8 Despite the provisions of the previous points in this clause, the Vendor shall not be liable for defects in the equipment items and materials that are the subject of the supply for a period of more than two years as of the start of the period specified in point 10.1.

11. Limitation of Liability

The liability of the Supplier, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations under the contract, (including negligence whether active or passive), warranty, strict liability or otherwise) shall not exceed in the aggregate the base contract price and shall in no event include damages for loss of profit, loss of revenues, loss of power, loss of use, costs of capital, downtime costs, delays and claims of customers of purchaser or costs of replacement of power or loss of anticipated savings, increased costs of operation or for any special, indirect or consequential damage, loss of any nature whatsoever (including negligence whether active or passive, warranty strict liability or otherwise).

12. Limitation of Exportation

Some of the products supplied by the Vendor may be subject to export control regulations. For this reason, the items supplied by the Buyer should not be exported directly or indirectly by the Buyer or third parties, without the Vendor's prior written permission. The Buyer is responsible for compliance with this requirement.

13. Submission to Jurisdiction and Authority

The parties expressly waive any other code of laws that might pertain to them and agree to submit to the jurisdiction and authority of the Courts and Tribunals of the city of Igualada (Spain).

14. Industrial Safety and Coordination

14.1 The Buyer shall have sole responsibility for adopting whatsoever measures may be necessary for the protection of safety and health at work, so he shall be responsible for informing of the inherent risks of the work center where the contracted jobs are carried out, as well as for the measures that may have to be applied when an emergency situation arises; he is also responsible for the coordination between the different contracts and contractors who may, when applicable, be taking part in a given project, as well as for the functions of consultation, training and, in general, whatsoever other obligations in the field of safety and hygiene at work may stem from the application of the Social Security and Occupational Risk Prevention Law 35/2014, both in relation to his own workers and to those of his contractors.

14.2 The Vendor is entitled to bring the execution of the services to a standstill under Law 35/2014 if he considers that the safety of the personnel is not assured, with the benefit of a reasonable extension of the delivery time when any delay occurs and being compensated by the Buyer for any loss or damage that he may suffer, such as lost working hours, personnel travelling expenses, living allowances, immobilization of equipment and tools, etc. with regard to the obligations and responsibilities specified in the present clause and those considered in the aforesaid Social Security and Occupational Risk Prevention Law 35/2014.

General Sales Conditions for Intesis Software, S.L.U. (Supply of services, repairs, assembly operations, jobs, installations and works)

1. General

1.1 The Services, repairs, assemblages, jobs, installations and works (hereinafter, the Services) to be executed by Intesis Software, S.L.U. (hereinafter, the Vendor) are governed by the present General Sales Conditions, except in all those matters that are expressly agreed otherwise in the respective quotation or in the acceptance of the order and which shall form its special conditions. Therefore, any other conditions that have not been expressly accepted by the Vendor have no value.

1.2 If the execution of the Services includes the additional supply of Components, Equipment and Systems or of any other material by the Vendor, the conditions of sale of this additional supply shall be governed by the respective "General Sales Conditions for the Supply of Components, Equipment and Systems" issued by the Vendor.

1.3 The present General Conditions are considered to have been communicated to the Buyer from the time at which the latter is informed of the address of the web page where they can be found or receives a proposal from the Vendor, accompanied or not by these Conditions. Alternatively, they shall be considered communicated if the Buyer has received them previously in the course of his business relations with the Vendor, in which case they shall be considered accepted by the Buyer for all purposes when he places his order.

2. Intellectual and Industrial Property

The intellectual and/or industrial property of the proposal, in all its terms, and the information attached to it, as well as the technical documentation, engineering information, procedures, plans, drawings, software, etc., included in or relating to supply of the Service, belong to the Vendor or to his suppliers, so not only their use by the Buyer for purposes other than the fulfilment of the order, but also their reproduction in part or in full or the assignment of use to third parties without the Vendor's prior written consent are all expressly forbidden.

3. Formalisation of Orders and Scope of the Services

3.1 The scope of the Services must be clearly specified in the Buyer's order. For the Buyer's order to be considered effective, this order has to receive an express acceptance on the Vendor's part.

3.2 The supply only includes the Services that are the subject of the order. Any other Service or job activity not included explicitly in the Buyer's order approved by the Vendor and which may be necessary directly or indirectly for the execution of the Services shall be on the Buyer's account and obligation. In point 6: "Preparatory jobs. Jobs, Services and supplies not contracted. Permits and authorizations", provisions are included on the matter.

3.3 The modifications and/or variations of the scope of an order that may be proposed by one of the parties have always to be notified to the other party in writing, and for them to be valid they have to be expressly accepted by said party.

4. Prices

4.1 The prices of the Services, both for personnel and for the use of auxiliary equipment, transport material, consumables, etc., except when a closed price is indicated in the Vendor's offer, will be based on unitary price rates. The unitary rates that will be attached to the Vendor's offer are net and do not include VAT or any other tax or duty, which will be charged later in the invoice at the relevant rates.

4.2 If a number of hours has been estimated for the different activities making up the Services, it is stated that this number of hours is merely informative and the hours actually worked will be invoiced.

4.3 The prices stated in the proposal are for the terms of payment specified therein. If these terms of payment are modified, the prices of the proposal will be reviewed.

4.4 Once the order has been accepted by the Vendor, the prices of the Services are considered fixed and not subject to review. However, a price review shall be applicable when:

- a. It has been expressly agreed between the Buyer and the Vendor.
- b. The execution time of the Services or the acceptance of same has been delayed for a reason directly or indirectly attributable to the Buyer.
- c. The scope of the Services has been modified at the Buyer's request.
- d. In the event of the prices being quoted in a currency other than the euro, the variation in parity that the currency may undergo in respect of the euro from the date of the order until the contractual dates for the invoicing of each milestone shall give rise to the relevant adjustment of the respective selling price.

5. Terms of Payment

5.1 Unless agreed otherwise, the amount of the Services shall be invoiced at the end of the month in proportion to the jobs done. Payments shall be made at 15 days from the invoice date.

5.2 Payment has to be made in the agreed conditions to the Vendor's bank account by means of agreed upon procedures. Payment shall be made without any deduction such as: non-agreed withholdings, discounts, expenses, imposts or taxes, or any other deduction.

5.3 If the execution of the Services or their reception were delayed for any reason not attributable to the Vendor, the contractual conditions and terms of payment would be maintained.

5.4 In the event of delay in the payments by the Buyer, he would have to pay the Vendor, without any requirement and as of the payment due date, the late payment penalty interest, which shall be calculated by applying to the period of delay an interest rate equivalent to the EURIBOR (Euro interbank offered rate) for one-month deposits incremented by one percentage point (100 basic points) and the rate taken shall be that published by the European Banking Federation and the Financial Markets Association (ACI) on the second working day prior to the start of the respective interest period. Payment of this interest shall not release the Buyer from the obligation to make the rest of the payments in the agreed conditions.

5.5 If the Buyer incurs delays in the agreed payments, the Vendor may discontinue the execution of the agreed Services, either temporarily or finally, at his discretion, without detriment to the Buyer being required to make the delayed payments and, when appropriate, being asked for additional compensation for the suspension of execution of the Services.

5.6 The formulation of a claim by the Buyer does not entitle him to discontinue or make any deduction in the payments pledged.

6. Preparatory Jobs. Jobs, Services and Supplies Not Contracted. Permits and Authorizations

6.1 The Buyer must carry out properly, in time and for his own account and risk, the preparatory jobs needed for the Vendor to be able to execute the Services in the agreed conditions and times: accesses, water supply connection, lighting, electricity, ground clearance, foundations, drain systems, works in general, prior installations, etc. The Buyer also has to give the Vendor the necessary documentation (drawings, plans, specifications) and the appropriate scheduling of the jobs for which he is responsible so that the Vendor may carry out a correct execution of the Services contracted without interference.

6.2 If the Buyer assumes the commitment to provide the auxiliary personnel (bricklayers, laborers, electricians, etc.) required for certain jobs connected with or supplementary to the execution of the Services, these personnel should be duly qualified. The Buyer is responsible for being up to date in whatsoever legal and labor obligations may be applicable to the personnel under current legislation and for complying scrupulously with all the safety and hygiene at work measures, while the Vendor should furnish certification issued by the tax authorities of being up to date with his fiscal obligations according to Law 58/2003 and any other document that may be required as a rule. In any case, the Vendor acquires no responsibility whatsoever for these jobs.

6.3 The Buyer must obtain at his own expense and for his own account all the permits and authorizations needed so that the Services may be executed by the Vendor in accordance with the regulations applicable.

7. Working Hours. Facilities for Executing the Services

7.1 The Vendor shall adapt as far as possible the working hours of his employees or his contractors to the Buyer's working hours, if the latter carried on any industrial activity at the place of execution of the Services. However, when it is necessary to avoid interference, advantage should be taken of down times, or in the case of Services at plants in the process of construction, a working day should be adopted tailored to the specific circumstances.

7.2 In any case, the working hours of the Vendor's or his contractors' employees should be in line with current labor legislation and the collective agreements applicable to his sector with regard to length, overtime, breaks and rest periods. If the number of hours worked were shorter than the legally established working day for reasons not attributable to the Vendor, without this circumstance having been taken into consideration in the proposal, the legally established working hours would be invoiced.

7.3 Whatever working hours may be adopted, the Buyer must provide the most suitable working environment possible for the execution of the Services by the Vendor, his employees and his contractors: lighting, heating, safety, security, etc.

7.4 The Buyer must provide the Vendor's or his contractors' employees with such necessary operating facilities as: accesses to washrooms; a place for meals; changing room; store for materials, tools and equipment; security, etc.

8. Subcontracting

The Vendor may subcontract part of the jobs included in the execution of the Services. The Vendor, however, shall retain full responsibility for the quality and execution time of the Services contracted.

9. Industrial Safety and Coordination

9.1 The Buyer shall have sole responsibility for whatsoever measures may be necessary for the protection of safety and health at work, being therefore responsible for the information on the risk entailed at the work center where the jobs contracted will be carried out, as well as for the measures that have to be applied when an emergency situation arises. Likewise, he shall be responsible for the coordination between the different contracts and contractors that may take part, as the case may be, in a given project, as well as for the consultation and training functions and, in general, for whatsoever other obligations in the area of safety and hygiene at work may stem from the application of Law 35/2014, on Social Security and Prevention of Occupational Risks, both with regard to his own workers and to those of his contractors.

9.2 The Vendor is entitled to bring the execution of the Services to a standstill in accordance with Law 35/2014 if it is considered that the safety of the personnel is not assured, with the benefit of a reasonable extension of the delivery time when any delay occurs and being compensated by the Buyer for any loss or damage that he may suffer, such as lost working hours, personnel travelling expenses, living allowances, immobilization of equipment and tools, etc. with regard to the obligations and responsibilities specified in the present clause and those considered in the aforesaid Social Security and Occupational Risk Prevention Law 35/2014.

10. Services Completion Time

10.1 The order shall clearly specify the completion time of the Services.

10.2 The completion time of the Services shall be modified when:

- a) The Buyer requires modifications in the order, which may be accepted by the Vendor and which in the Vendor's opinion call for an extension of the time for execution of the Services.
- b) On the Buyer's part, the preparatory jobs have not been carried out, or the obligations, jobs, Services and supplies that are not the Vendor's responsibility have not been completed, or else the necessary permits and authorizations have not been obtained; all the foregoing as set forth in clause 6 hereof.
- c) The Buyer has failed to meet any of the contractual obligations entailed in the order, in particular that referring to payments.
- d) For reasons, not directly attributable to the Vendor circumstances may arise that impede or delay the execution of the Services scheduled. By way of example these include but are not limited to the following causes: supplier, transport and Services strikes, failures in third party supplies, transport system failures, floods, storms, disturbances, strikes, walk-outs by the Vendor's or his subcontractors' personnel, sabotage, accidental shut-downs at the Vendor's works due to failures, etc. and the acts of God considered in current legislation.

In the foregoing cases a), b), c), deferrals in the Services execution times do not affect the payment schedule. If payments are linked to the compliance with milestones, the original milestone scheduling shall be used as a benchmark for making the payments.

10.3 If a delay takes place in the execution of the Services contracted directly attributable to the Vendor, the Buyer will apply the penalty clause agreed previously with the Vendor, said penalty being the only possible compensatory action on account of delay.

11. Temporary or Final Suspensions in the Execution of the Services

11.1 For the execution of the Services and depending on their duration and complexity, the Buyer and the Vendor should agree upon a joint schedule. If a circumstance or situation arises for reasons beyond the Vendor's control which forces the execution of the jobs to be suspended, the Vendor shall receive economic compensation from the Buyer for the hours

lost, personnel travelling expenses, living allowances, immobilization of equipment and tools, etc., to cover the economic losses that this unscheduled suspension may occasion the Vendor.

11.2 If the Buyer decides to discontinue the execution of the Services finally for reasons beyond the Vendor's control, a schedule should be arranged jointly for their orderly suspension. The Buyer also has to compensate the Vendor economically for whatever costs and expenses may be generated by all of the damages produced by this final suspension.

12. Inspection and Acceptance

12.1 Except in the cases so specified in the order, supervision of the progress of the execution of the Services is carried out by the Vendor. If the Buyer requires additional supervision performed by him or by third parties, this additional supervision has to have the Vendor's approval and shall be carried out at the Buyer's expense.

12.2 Within a period of 15 working days after execution of Services is completed, the Buyer must conduct an inspection of the Services carried out in order to detect possible defects and/or faults in same that might be attributable to the Vendor, notifying the Vendor immediately of the existence, when applicable, of such defects and/or faults.

12.3 Except in cases when reception tests in conditions and at times agreed between the Vendor and the Buyer are specified in the order, at the end of the 15 days from termination of the execution of the Services without the Vendor having received written notification from the Buyer of possible defects and/or faults, the Services executed shall be considered to have been accepted by him and the guarantee period shall start to be calculated from that time. The Services shall also be considered to have been accepted by the Buyer if he starts to use the installation or equipment on which the Services have been executed.

12.4 If the Buyer has arranged with the Vendor for acceptance tests to be conducted on the Services executed, these should be performed on the agreed dates, while to this end the Buyer should make available the auxiliary personnel and consumables needed to run these free of charge for the Vendor. If these tests have not been carried out at the dates and in the conditions specified for reasons not attributable to the Vendor, the Services executed shall be considered to have been accepted by the Buyer.

13. Guarantees

13.1 Unless expressly stipulated otherwise either in the proposal or in the acceptance of the order, the Vendor guarantees that the Services that he has completed with regard to defects and errors of execution and start-up (if he has responsibility for this) for a period of three months, calculated as of the date of acceptance of the Services, whether this be explicit (successful completion of the final inspection agreed between the Vendor and the Buyer and remittance of a letter of acceptance of the Services), or tacit (15 days after execution of the Services is completed, without written communication from the Buyer to the Vendor informing of some nonconformity).

13.2 The guarantee expressed in 13.1 consists in the remedying of the errors and defects that have been acknowledged as such in the Services executed. The repairs shall be carried out at the Vendor's offices or at the site where the Services were originally executed, at the Vendor's discretion. The Buyer shall be liable for the disassembly operations, packing, loading, transport, customs, taxes, etc. that are, when applicable, occasioned by the shipment of the defective material to the Vendor's shops and for their return to the Buyer.

13.3 Repairs during the guarantee period may be executed directly by the Vendor or by one of his contractors, although the Vendor shall retain responsibility for the proper execution of the jobs in any case.

13.4 Repairs to specific items or systems do not affect the termination date of the guarantee period for the Service executed as a whole, which is as stated in point 13.1. However, the specific item or system repaired has three months' guarantee as of the repair completion date.

13.5 The guarantee does not cover the damage or defects due to wear from normal use of the equipment. Also excluded from the guarantee, which shall moreover be considered expired, are damages and defects caused by improper upkeep or maintenance, storage, and incorrect or negligent handling, misuse, use of unsuitable liquids and gases as well as incorrect flow or pressure, fault installations, variations in the quality of the power supply (voltage, frequency, disturbance) modifications made in the supply without the Vendor's approval, installations carried out or modified later without following the product's technical instructions and, in general, any cause that is not attributable to the Vendor.

13.6 The guarantee shall also be considered expired if, in the event of it being stipulated that the supply should be started up with the Vendor's attendance, the supply is started up without such attendance or if, in case of failure, no measures are taken to mitigate the damage.

13.7 Despite the provisions of the previous points in this clause, the Vendor shall not be liable for defects in the equipment items and materials that are the subject of the supply for a period of more than six months calculated from the start of period specified in point 13.1.

14. Limitation of Liability

The liability of the Supplier, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations under the contract (including negligence -whether active or passive - warranty, strict liability or otherwise) shall not exceed in the aggregate the base contract price and shall in no event include damages for loss of profit, loss of revenues, loss of use, loss of production, costs of capital, costs of substitute equipment, facilities or services, downtime costs, delays and claims of customers of purchaser or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever (including negligence – whether active or passive – warranty, strict liability or otherwise).

15. Submission to Jurisdiction and Authority

The parties expressly waive any other code of laws that might pertain to them and agree to submit to the jurisdiction and authority of the Courts and Tribunals of the city of Igualada (Spain).