

GENERAL TERMS AND BUSINESS CONDITIONS

1. Scope of application.

1.1 These general terms and business conditions of Multicapas Industrial, S.L.U. and subsidiaries (hereinafter referred to as "AIS") apply to all deliveries and services made or supply by AIS to customers, in particular deliveries of pipes, fittings and accessories as well as systems, whether standard products of AIS or products specially manufactured to the customer specifications (hereinafter referred to as "goods").

1.2 Individual agreements shall take priority if they shall conflict with these general terms and business conditions. AIS general terms and business conditions shall take priority if these general terms and business conditions conflict with the general purchase terms of the customer.

2. Quotations, prices and contracts conclusion.

2.1 Quotations made by AIS are non-binding and remain valid for 30 days from the date of the quotation unless stated otherwise in the quotation.

2.2 The AIS list of prices applies unless otherwise agreed. Price quotations are made in EURO, ex works. Value-added tax will be charged separately at the legally mandated rate.

2.3 Orders will be accepted by a written confirmation of the order to be issued by AIS.

2.4 Orders to AIS, amendments, and additions to contracts, as well as side arrangements must be in writing. The contract will, however, also come into force when AIS execute orders that were issued in writing or verbally.

2.5 All statements made by AIS employees and arrangements made with them require AIS written confirmation. This shall apply in particular to the issue of warranties for quality or durability.

2.6 Drawings, technical information, and other performance data shall only be binding if expressly agreed in writing.

2.7 AIS reserve all property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents which are referred to or marked as "confidential". Prior to their disclosure or passing on to third parties, the customer must obtain AIS explicit written consent.

3. Prices.

3.1 Otherwise agreed, AIS will charge the prices in effect on the date of delivery or provision of the service.

3.2 AIS reserve the right to appropriately adjust AIS prices if, after contract conclusion an increase in costs occurs due to circumstances that are beyond AIS control, in particular due to collective agreements or changes in material prices.

3.3 Samples requested by the customer will only be delivered against invoice unless otherwise agreed between the parties.

4. Payment.

4.1 Otherwise agreed, invoices are payable free of expenses net the date of invoice.

4.2 AIS reserves the right to make deliveries only against payment in advance, or against other security.

4.3 If the Customer falls behind with payment, AIS shall be entitled to charge default interest at the legally permissible rate. AIS reserve the right to claim further compensation.

4.4 AIS reserves the right to communicate to credit information agencies experience with payments from customers.

5. Delivery dates, delivery and returned purchases.

5.1 AIS endeavor to keep stated delivery times or delivery periods. Delivery dates or delivery periods are binding only if they have been explicit agreed as binding.

5.2 AIS shall be entitled to make reasonable partial deliveries, which, AIS may invoice immediately.

5.3 In the case of special orders, over and under deliveries shall be admissible up to 10% and will be considered when invoicing.

5.4 AIS shall not be under an obligation to accept a return of batches of material that the customer no longer requires for any reason.

5.5 The periods for delivery shall extend reasonably with the onset of unforeseeable hindrances, which are outside of AIS control, such as strike, lock-out, operational breakdown, delay in the supply of raw material, regardless of whether these hindrances occur with AIS or with AIS suppliers. AIS shall not be held responsible for circumstances of this kind, even in cases when AIS are behind AIS delivery schedule.

5.6 The delivery time shall only commence when all the necessary documents, details and technical questions has been clarified and provided to AIS.

5.7 In case AIS pay the transport, AIS are free to choose the transport company and transport mode.

6. Transfer of risk.

6.1 The risk shall transfer to the Customer as soon as the goods have left AIS premises or warehouse.

6.2 If dispatch of goods is delayed for reasons attributable to the Customer, the risk shall transfer upon receipt of the notification that the goods are ready for dispatch.

7. Warrantee.

7.1 AIS warrants that the products and systems supplied correspond with the product specifications agreed in writing or assured by AIS in writing.

7.2 AIS warrants that the products and systems supplied are free from defects in materials and manufacture.

7.3 AIS gives no warranty for defects which are the consequence of damage to the products or systems after dispatch from the factory, improper storage or incorrect processing by the customer or his purchaser.

8. Complaints

8.1 AIS must be notified about apparent defects by a written and specific complaint within 5 working days of receipt of the goods. This shall also apply to incorrect, over and under deliveries. Other defects shall be reported immediately. Violations of the obligation to complain shall entail the loss of the right of the Customer to claim damages.

8.2 The customer shall be under an obligation to pay the price for undisputed batches in due time.

8.3 Complaints shall not entail the right to delay payments past their due date balancing payments with counterclaims by the Customer, which have not been acknowledged or are not legally enforceable, shall not be admissible.

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9. Liability for defects

9.1 In the case of a justified complaint, AIS may elect to carry out repairs or replacement. If the repair or replacement fails or if a reasonable period set by AIS for later performance expires, the Customer shall be entitled to demand an adequate price reduction or to withdraw from the contract.

9.2 AIS shall be under an obligation of compensate for such loss if damage arises for the customer because of a defective product or system, in as far as the customer can prove to it willfulness or gross negligence,

9.3 Indemnification claims of the buyer on whatever legal grounds are excluded. This does not apply to cases of premeditation or gross negligence, due to hazard to life, body or health, for liability according to the product liability law, for warranty AIS have assumed for which damage due to a liable violation of fundamental contractual duties or in other cases of a legally obligatory liability.

9.4 The liability for the culpable breach of fundamental contractual obligations is however limited to compensation to the extent of assessable damage.

9.5 Any claims from warranties shall only be prerogative of the direct buyer and are not assignable.

9.6 Generally, the warranty period shall be 24 months from the date of transfer of the risk, different warranty periods shall be identified separately.

10. Retention of title

10.1 The goods supplied by AIS shall remain AIS property until all AIS current and future claims against the Customer have been satisfied, to the extent that they are associated with the goods supplied.

11. Marketing Material and Cooperation

11.1 All the marketing activities that take place by the customer, which use different logos and brands that belong to AIS, such as pictures, documentations or publishing materials should be agreed by both parties by written notice.

11.2 All the pictures shown in AIS documentations such as pictures, drawings, prices...and all the images on the web site and documents of sale are approximations or similar only for the use of explaining and illustrating the main details of the product and are not binding in terms of weight and dimension specifications.

12. Industrial property rights

12.1 The contract partner also warrants that the production and delivery of products manufactured at his behest do not violate third-party property rights and shall indemnify AIS against all opposing claims.

13. Ownership of design, mold, tools and different kind of equipment.

13.1 Other way agreed by written, all the molds and tools used to manufacture products at customer behest are property of AIS, including intellectual property of drawings, even when the cost of the mold shall be paid wholly or partially by the customer.

13.2 Molds, tools or different kind of equipment owned by the customer may be disposed by AIS, more particularly destroy them, if no re-ordering is made within three years.

14. Data Protection

14.1 The customer grant AIS his express agreement for the processing and storage of data which have become known in the scope of business relations.

15. Place of performance, place of jurisdiction, applicable law

15.1 The place of performance for all services provided in connection with a delivery or service supplied by AIS is the corresponding location of AIS company.

15.2 The law of AIS company location shall apply to national deliveries or services supplied by AIS, and the Vienna Sale of Goods Law (United Nations Treaty concerning contracts affecting international sale of goods dated 11th April 1980) shall apply to international relationships.

15.3 The AIS company location is the agreed and exclusive place of jurisdiction for all disputes arising from or in connection with deliveries or services supplied by AIS.

16. Final Clauses

16.1 If any provision of the underlying contract should be invalid or ineffective, this shall not affect the validity of the remaining provisions of the contract.

16.2 By this document all previous Terms and Business Conditions are cancelled.

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