

## **EXCLUSIONS**

- All materials or works that were necessary and are not specified in this offer.
- Licenses, visas and permits, safety plan and safety coordination.
- Reception and placement of the equipment in the planned places.
- Cranes and loading elements needed for the transport and installation.
- Masonry, carpentry and plumbing work such as levelling, drains, power supply, drainage, support points, foundation and fixation of the equipment, etc.
- Pipelines, valves, accessories for the interconnection between elements, oil and/or lubricants, as well as assembly.
- Electrical power supply connections. The CLIENT shall provide an appropriate electrical power supply connection for both, the necessary tools for the installation and operation of the equipment.
- Protected low voltage connection to the equipment's electrical panel.
- Appropriate means for handling, lifting and rubble removal to be provided by the CLIENT.
- Ethernet cabling (level 1) between the controllers' PLCs and the supervisory PC.
- All additional travelling due to reasons beyond the control of EMICA BOMBAS, SL (installation area not prepared, etc.) shall be invoiced separately.
- The calculation of the offer has been carried out in accordance with drawings or measurements provided by the CLIENT / engineering. In case of modifications because of incorrect measurement or data, they will be invoiced separately.

## **GENERAL SALES CONDITIONS**

### **1. GENERALITIES**

- All orders are subjected to the General Sales Conditions.
- The documents, manuals and catalogues of EMICA BOMBAS, SL are for information purposes only, and the weights, dimensions and other information included in them, may be modified by EMICA BOMBAS, SL, without prior notice.
- The order shall be considered and registered only if it is accepted by EMICA BOMBAS, SL and provided that there is no outstanding credit balance.
- The delivery time will start after written confirmation and acceptance of the order and compliance with the payment terms (receipt of the down payment, notification of the documentary credit, etc...). The delivery time is based on material packed and ready for delivery.

### **2. PRICES**

The prices indicated in the offers are considered firm, provided that the order is received within the period of validity of the offer, and cannot be subjected to revision, unless there has been a prior written agreement in this regard. The prices will be quoted in Euros, unless another currency is indicated in the offer, and in EX Works conditions, unless another Incoterm is indicated in the offer. Costs derived from the opening of guarantees are not included in prices.

### **3. DELIVERY TIMES**

- They will be estimated and considered as material packed and ready for delivery. EMICA BOMBAS, SL will not accept, unless specific agreement in writing, any responsibility for unexpected delays that may occur. Such delays may not result in the cancellation of the order. Delivery time will start after confirmation of the order in writing, its acceptance, constructive clarifications as required, and compliance, in each case, with the payment conditions (receipt of the down payment, notification of the documentary credit ...)
- In case delivery period coincides with holidays (Easter, Christmas, summer holidays...), the delivery may be extended accordingly, so confirmation requirement is recommended. EMICA BOMBAS, SL may suspend the delivery of the material in case of negative reporting regarding the solvency of the CLIENT, or pending payments, without any compensation and compensation towards the CLIENT.
- The place of compliance of the contractual obligations corresponds to that of the EMICA BOMBAS, SL headquarters and facilities at their registered addresses. The obligations shall be considered as accomplished by EMICA BOMBAS, SL when it communicates to the CLIENT the availability of the goods in the facilities at the registered address of the manufacturer. The ownership of the manufactured goods shall only be transferred after full payment has been made; however, the risk of loss and/or damage shall be transferred from the time the goods are ready and available at the place of compliance of the contractual obligations.
  - In case 15 days after readiness of the of the goods the CLIENT misses to indicate a place of delivery or take charge of the material, EMICA BOMBAS, SL reserves the right to terminate the contract in advance, to scrap the material on CLIENT's behalf and claim for the costs of scrapping, temporary storage, losses for resale to third parties and any other damages arising from the situation, as well as the right to deduct these damages from the amount advanced by the CLIENT.
  - Alternatively, EMICA BOMBAS, SL shall have the right to store the manufactured goods at its facilities or at the facilities of a third party and may claim for this item a cash penalty of €15 Euro/m2/month, without prejudice to EMICA BOMBAS, SL's right to claim the damages that the situation has caused. The aforementioned storage can be extended to a maximum of 45 days. Once this period has elapsed EMICA BOMBAS, SL may terminate the Contract without prejudice to its right to claim all the damages that have been caused.

### **4. PAYMENT CONDITIONS**

- Payments must be settled without any expenses or discounts on the dates and conditions set by Law 15/2010, dtd. July 5th, which establishes measures to prevent late payments in commercial transactions.
- The CLIENT undertakes to settle the full payment, in accordance with the agreed conditions, at the registered address of our company or a duly authorized representative.
- The delivery of a Mercantile Document will not take effect of payment as long as their amounts are not satisfied. Any delay in payment, whatever the reason, will increase the price by right, in the interest rates fixed in accordance with Law 15/2010, dtd. July 5th, for the prevention of late payments in commercial transactions. In no case, withholding of payments because of any claim of the CLIENT will be accepted, unless specific agreement.
- The unjustified or not attributable non-payment to EMICA BOMBAS, SL, will entitle EMICA BOMBAS, SL to proceed against the CLIENT, not only for the amount of the aforementioned non-payment, but for the remaining due of the same operation, as well as for any expenses and/or damages that had been originated.
- If it is necessary to resort to legal procedures to recover the amounts, the amount of the claimed debt shall be increased by the costs incurred for their recovery, which cannot be less than 15% of the debt, in accordance with the penalty clause, without prejudice to EMICA BOMBAS, SL's right to claim all the damages that the non-compliance of the CLIENT has caused.
- In case a debt is not paid on schedule, the full amount will mature automatically, payment of the remaining balance may be demanded, and deliveries and pending works will be suspended.
- In case of payment by documentary credit, it will be Irrevocable and confirmed, open at a first-rate bank selected by EMICA BOMBAS, SL. The validity of the credit shall be at least one month longer than the established delivery time. EMICA BOMBAS, SL shall neither be obliged to start the manufacture of the goods, nor to provide the services until the confirmation and acceptance of the letter of credit by EMICA BOMBAS, SL.

All the cost related to the opening, confirmation and negotiation of the documentary credit will be on behalf on the CLIENT.

**5. WARRANTY**

-EMICA BOMBAS, SL guarantees its equipment against all material and manufacturing defects for a period of 12 months from the setting into service or a maximum of 14 months from readiness for dispatch. This guarantee includes repair or replacement of the faulty parts, and the cost of material is covered under the same conditions as stated in the original order.

-The delivered replacement product shall be guaranteed under the same terms and conditions applicable to that which it replaced and for the remaining period of the guarantee.

-The replaced material shall become the property of EMICA BOMBAS, SL unless it authorizes its scrapping. If return of defective materials is expressly requested, this should be done within 15 days. In this case, EMICA BOMBAS, SL will bear the costs arising from the return and/or delivery of the defective material.

-The guarantee will not be applicable in case of:

-Force majeure

-Modification of the power line.

-Placement of parts unrelated to manufacturing or unappropriated handling or repair by third-party staff.

-Equipment not transported, stored, manipulated and installed in accordance with the instruction manuals provide by EMICA BOMBAS, SL.

-Equipment mistreated or damaged by accident or negligence of the CLIENT or third parties, or that have been intervened by outsiders or not authorized by EMICA BOMBAS, SL.

-Equipment installed and put into operation incorrectly or in defective locations.

-Wear derived from normal use.

-Unappropriated maintenance.

EMICA BOMBAS, SL's liability for all the actions of a claim on an order is limited to the total amount of that order. The CLIENT waives claim to any other damages that may ensue.

Other costs, such as those for travelling and workmanship of technical staff, shall be covered by the CLIENT.

EMICA BOMBAS, SL also guarantees the availability of spares, whether of the affected components or of the functional parts in which these are integrated.

-With the aim of guaranteeing the quality of the supplied equipment and prior to its delivery, EMICA BOMBAS, SL allows it to be inspected by a specialized laboratory in its facilities.

The costs arising from this inspection are on behalf of the CLIENT.

-EMICA BOMBAS, SL shall, under no circumstances, be liable for indirect damages caused to the CLIENT or a third party, because of operating losses, loss of sales, income or business or service interruptions, loss of profits or other indirect, intangible non-economic or consequential losses or as a result of losses of a similar type.

-For the products sold but not manufactured by EMICA BOMBAS, SL, the manufacturer's guarantee of those products will remain, under the conditions established by the same, that EMICA BOMBAS, SL will revert to the CLIENT, limiting the guarantee of said products to the provisions of the original manufacturer's warranty.

-The CLIENT shall hold EMICA BOMBAS, SL harmless from any claim that it receives from third parties due to any cause other than a manufacturing defect of the products, as well as all costs incurred in the defence against these claims.

-The CLIENT must inspect the products upon receipt. If, when the goods are received, they are not checked, and the delivery note is signed as OK, or if a timely claim is not made within 24 hours, EMICA BOMBAS, SL shall not be responsible of the defects.

-The CLIENT must sign the delivery note for the material and/or the acceptance certificate for the installations, once received. In all cases, the material will be considered as accepted without remarks from the moment at which it starts to be used.

**6. TAXES**

Applicable taxes will be those in force at the delivery date and those that in the future are established or affect the standardization and fulfilment of this question, will be on the CLIENT's behalf.

**7. LITIGATION / DISPUTES**

For the resolution of any issue or dispute that may exist between the parties regarding the validity, interpretation, execution and / or resolution of the contract, the Courts and Tribunals of Bilbao, corresponding to the registered headquarters of EMICA BOMBAS, SL, will be exclusively competent. This Contract is subject to Spanish legislation.

**8. OTHERS**

Any documentation outside the standard delivered by EMICA BOMBAS SL will be quoted upon request. The hydrostatic test and impellers balancing are included in the price.

Any further tests will be quoted separately and upon CLIENT's request.

EMICA BOMBAS, SL,  
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VAT ESB95893111

EMICA BOMBAS, SL's GENERAL SALES CONDITIONS AND EXCLUSIONS in the attached appendix form an inseparable and integral part of this offer.