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## **General Sales Conditions of Barcelonesa de Drogas y Productos Químicos, S.A.**

### **1. GENERAL TERMS**

These General Sales Conditions of Sale apply to all sales made by Barcelonesa de Drogas y Productos Químicos, S.A. (hereinafter Barcelonesa) prevailing over the General Conditions of Purchase and / or Sale of the Buyer, as well as over the received Order conditions. Particular Conditions that may be agreed upon shall prevail over these General Conditions of Sale only in the case that they are in written form and they are signed by the contracting parties. These General Conditions will be maintained in all those terms that have not been repealed by a Particular Condition. Any Purchase Order sent to Barcelonesa implies the Buyer's prior acceptance without reservation of these General Conditions.

### **2. PURCHASE ORDERS**

The Purchase Order will be considered accepted by Barcelonosa once the order confirmation document is released in written. This confirmation document contains the main conditions (materials, packaging, quantities, selling price, expected delivery date, INCOTERM). Once the Order has been accepted by Barcelonesa, this will be considered as firm in the terms and conditions agreed upon. Its subsequent modification will be possible as long as it is agreed again by both parties. For the acceptance of an Order, Barcelonesa reserves its right to request guarantees of payment and correct fulfilment of the Buyer's commitments and even to refuse the sale of Products or demand cash payments from those Buyers with whom it has experienced payment problems.

### **3. PRODUCT SELECTION.**

The Buyer is the solely responsible for the choice of the Product of the sale, as well as for the use or function to which it is intended. Therefore, in accordance with its catalogues, tariffs and / or general information on the Product, Barcelonesa is not responsible or warrants that the Product is suitable for the technical applications intended by the Buyer, nor to achieve, in whole or in part, the objectives established due to the purchase of the Products.

### **4. PRODUCTS DELIVERY**

The delivery and expedition times will be considered from the acceptance of the Purchase Order and these dates are merely indicative, and the Buyer will not be entitled to any compensation for any delays in delivery.

Barcelonesa will make all the necessary and reasonable efforts in order to comply with the Purchase Order in the terms, conditions and delivery dates agreed, as long as its supplier has delivered the goods in time. Barcelonesa will inform the customer in case of any changes happen. In this case, Barcelonesa would seek to agree on the best solution for both parties.

Barcelonesa is authorized to do partial deliveries, informing the Buyer well in advance and looking for the best alternative for both parties. Likewise, it may suspend its obligation to deliver the materials in the event that the Buyer does not comply with any of its financial, security, or other obligations justified or due to unforeseeable circumstances and / or force majeure.

The Buyer may order Barcelonesa to download the Products at the place of destination. In the event that the downloading is delayed for more than 2 hours, from the arrival of the carrier to the

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place of destination, for reasons not attributable to Barcelonesa, the costs arising from this delay will be charged to the Buyer.

In the delivery of bulk goods the carrier may assist in the download operations, but in no case will connect the hoses to the storage tanks or discharge pumps as this task shall be carried out by the receiver staff under its responsibility.

## 5. CLAIMS

The Buyer is obliged to review the quantity and quality of the materials at the time of receipt. In this case, the Buyer shall make the appropriate reserve in the delivery note.

In the event that the defects are not visibly apparent, that is to say, they are hidden defects that do not come from a fortuitous event or force majeure, the Buyer must communicate and prove the defect to Barcelonesa within the 3 calendar days following the day of the reception of the Product. Failure to use such right may not mean an increase in Barcelonesa's liability if the Product is different from the order or is contaminated with another merchandise of the customer. In any case claims will be accepted after the deadlines established in this clause.

Barcelonesa will provide a written acknowledgment of receipt of the complaint and will proceed to the resolution of the same within a period of 20 working days from the issuance of the acknowledgment of receipt. Defective material is considered to be that one that does not meet the specifications described in the technical sheet (defect not apparent) or that one that has an obvious and demonstrable defect of packaging. In such case, and provided that the Buyer has acknowledged to Barcelonesa under the conditions and terms established in this clause, Barcelonesa shall indemnify the Buyer, at the choice of Barcelonesa, with the replacement of the Defective Products or with the refund of the price paid by the Buyer. The choice taken by Barcelonesa will be communicate to the Buyer within 20 business days.

The filing of a claim may not entitle the Buyer to delay or suspend its payment obligations or to claim any type of penalty and / or compensation to Barcelonesa. In addition, Barcelonesa will not be responsible for any damages suffered by the materials delivered if, on the part of the Buyer, the material is incorrectly handled, if it has been altered in any way, or if it has been improperly stored. Barcelonesa shall not be liable in any case for the suitability of a Product for a specific use nor extend its warranty on the Products to third parties other than the Buyer.

Regarding deliveries of Bulk Product in tanks, claims for downloaded quantities lower than 0.5% with respect to the weight loaded at origin and certified by Barcelonesa by means of a scale ticket will not be accepted.

Also, Barcelonesa will not be responsible for defects in the quality or quantity of the materials received that are produced as a result of their transport; unless expressly agreed in the order.

## 6. PRICE, PAYMENT TERMS, TRANSMISSION OF PROPERTY

The valid selling price will be that stated in the confirmation order issued by Barcelonesa, or in its absence, the general tariff of the current prices. This price will be added with the VAT or any other tax or surcharge at the time of invoicing. In the case that there is a substantial change in costs or a change in the fees or taxes imposed on the Products after the Purchase Order is released, Barcelonesa will inform the Purchaser of the corresponding increase and, therefore, of the new price of the Products.

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These new prices are those that will apply unless Buyer has not rejected them in writing form prior to delivery of the Product. In the event that, in accordance with the foregoing, the Buyer does not accept the new price, the Order will be deemed unrealized, without resulting in any liability of Barcelonesa.

The maximum period for payment of the materials will be made sixty (60) days from the next to the date of delivery, as established by Law 15/2010, of July 5. Regardless of the agreed payment method, the place of payment will be the address of Barcelonesa. The delay in payment will automatically generate, for the mere non-fulfilment of the payment in the agreed period, a default interest as established by law 3/2004, article 7.2, in the case of Spain, and of the corresponding legislation in the Case of other countries.

It is expressly excluded that the Buyer may compensate invoices against amounts owed by Barcelonesa.

In the event that the Buyer resells Products not yet paid to Barcelonesa, it will assign any rights it may have on them, including without limitation, in addition to the right of credit for the collection of its price, any indemnities that were due to him for contractual liability or tort, for which purpose it would supply as much information as it deems necessary and which will also be facilitated in the event of the exercise of a third party dominion over the same assets.

Barcelonesa reserves the domain of the materials until the moment in which the payment of the same is made. The distribution of risks and the transfer of ownership will be governed by the INCOTERM clause that is expressly agreed, and that will appear in the confirmation order issued by Barcelonesa. The transfer of the property will take place even if the Buyer decides to delay its collection.

Any partial or total non-payment of a single invoice will entitle Barcelonesa to claim, without prior notice, immediate payment of all outstanding amounts, including non-due, and to subordinate the supply of a new Order to this payment. Also, Barcelonesa may proceed to the immediate suspension of supply.

The declaration of competition, insolvency in fact and / or law, the judicial or extrajudicial liquidation of the Buyer, or in general, any modification of its legal status that affects its solvency, will cause Barcelonesa to demand immediately all Credits for all goods delivered and not paid by the Buyer.

In case of delay or incidence in the payment, Barcelonesa can proceed to the recovery of the merchandise pending payment and / or to initiate the required legal actions.

## **7. PACKAGING AND WASTE TREATMENT**

In Spain, the final holder of the used packaging waste is responsible for its delivery for a proper environmental management, in accordance to Law 11/1997, Royal Decree 782/1988, Royal Decree 252/2006 and similar legislation. The final holder in any other Member State of the European Union of waste or containers or used packaging is responsible for its proper environmental management in accordance with Directives 1994/62 EEC of 20 December and 2004/12 EEC of 11 February and Regulations.

The packages consigned will be owned by Barcelonesa, and may not be used for uses and products other than the Product delivered. The Buyer will provide a guarantee for the return of

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packaging that will be returned only if they are in good condition for reuse. This shall be the subject of an express agreement between the parties as regards their amount. Containers must be delivered without breakages in their structure or holes in the body. In case of receiving a totally or partially damaged packaging, it will be destroyed or repaired, in which case the customer will be responsible for its cost. The containers must be delivered completely empty, well closed and with the original label of Barcelonesa. If containers are received with more than 0.5% of product inside it will be considered that they contain residues and the Buyer will bear the cost of destruction of the waste and, if applicable, the packaging. The right of return of the containers expires 3 months after the invoice date. At the end of the 3 months, it will be Barcelonesa's decision to accept its return, and in the case of 600 and 1000 litres containers, as from that date and every month until its return will be added a 10% demerit on the amount of the Guarantee, reaching a maximum of 100%. Barcelonesa will not be responsible for those packages that are not returned or those that do not meet the indicated return conditions.

Period	% Debit on bond
60 days	AVISO
91 to 120 days	10%
121 to 150 days	20%
151 to 180 days	30%
181 to 210 days	40%
211 to 240 days	50%
241 to 270 days	60%
271 to 300 days	70%
301 to 330 days	80%
331 to 360 days	90%
More than 365 days	100%

## 8. COMMERCIAL SURCHARGE

Barcelonesa expressly reserves the right to apply commercial surcharges to those operations which, due to difficulties in service, complexity of delivery or costs associated therewith, are economically justified and have not been explicitly agreed in any other document by both parties.

The minimum order is set at 300 € for deliveries in Spain and 400 € in Portugal and France. Deliveries that do not reach this sales amount will be completed with a supplement for preparation of the Order that will be communicated in the order confirmation issued by Barcelonesa. For other sales areas, Barcelonesa will communicate in the order confirmation document the amount of the supplement.

## 9. ELECTION AND USE OF PRODUCTS. RESPONSIBILITY OF BARCELONESA.

Barcelona will be responsible for advising and informing on the application and correct use of the materials, being in no case responsible for the uses that the customer ultimately decides, which will be sole responsible for compliance with the applicable regulations in relation to the use of the products.

The Buyer is the solely responsible for the choice of the Product object of the sale, as well as the use or function to which it is intended. Accordingly, and in accordance with its catalogues, tariffs and / or general information on the Product, Barcelonesa is not responsible or warrant

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that the Product is suitable for the technical applications intended by the Buyer, nor to achieve, in whole or in part, the objectives established due to the purchase of the Products.

Barcelonesa will only be responsible for the damages and damages caused intentionally in the fulfilment of its contractual obligations. Barcelonesa shall be responsible for ensuring that the delivered Product responds to the technical specifications requested by the Buyer but shall not be responsible for the suitability of the Product for the use to which the Buyer intends to use it. Barcelonesa assumes no responsibility to the Purchaser for the failure to supply a Product for reasons attributable to the manufacturer or supplier of the same, without prejudice to the fact that, as soon as it is notified by the manufacturer or the supplier of that lack of supply, Knowledge of the Buyer and make every effort to find a Product with similar characteristics.

Consequently, the Buyer will indemnify and hold harmless Barcelonesa from any claims, damages, losses, costs, expenses and any other liability of any nature that Barcelonesa suffers or incurs as a result of improper use of the products in accordance with the current legislation.

## 10. DATA PROTECTION

In accordance with the provisions of Organic Law 15/1999 on the Protection of Personal Data, it is stated that the personal data received by Barcelonesa are part of a file owned by BARCELONESA DE DROGAS Y PRODUCTOS QUIMICOS, S.A. whose purpose is the provision of the services subject to the contractual or commercial relationship between the parties maintained. It will be possible to exercise freely the rights of access, rectification, cancellation and opposition, as well as revocation of the consent granted for the transfer of their data by sending a written communication to the following address: C / Crom, 14, Pol. Famades, 08940 Cornellà de Llobregat, Barcelona.

## 11. INTELLECTUAL AND INDUSTRIAL PROPERTY

The intellectual and / or industrial property of the Purchase Order in all its terms, and the information attached thereto as well as that of the Products being supplied belongs to Barcelonesa or its suppliers; so it is expressly prohibited its use by the Buyer for purposes other than completing the Purchase Order, as well as its total or partial copy or transfer of use to third parties without the prior consent of Barcelonesa.

## 12. FORCE MAJEURE

Barcelonesa is exempt from any liability in case of force majeure, or a fortuitous event, in accordance with the concept of same in the Civil Code, as a justification for a breach of an obligation, taking into account any other cases in which Circumstances beyond the control of Barcelonesa, it is not possible to comply with the obligation, such as, but not limited to, war or terrorist attacks, natural disasters, strikes, material shortages or regulatory changes. If any of the causes impeding the fulfilment of the obligations of Barcelonesa lasted more than three months, Barcelonesa may resolve the Order by notifying the Buyer, without incurring any liability on its part. In the event that the Buyer refuses to receive the goods delivered, Barcelonesa will proceed to storage them at its own risk.

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### 13. CONFIDENTIALITY

The parties shall treat all documents, data and information provided by one of them to the other confidentially and the parties shall not disclose them to any third party or use them for any purpose other than the fulfilment and development of the supply, unless there is written and prior consent of the parties.

### 14. APPLICABLE LEGISLATION AND COURT

Any dispute that may arise in relation to compliance with these General Conditions shall be resolved in the first instance in an amicable manner, for which the parties shall have a period of one month counting if it had been made manifest by one of the parties. After this period, any of them may go to ordinary jurisdiction, for which the Parties stipulate to submit such controversies to the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may correspond.

Barcelonesa reserves the right to modify these General Conditions of Sale.