

DERIVADOS ASFALTICOS NORMALIZADOS, S.A. (DANOSA) GENERAL PURCHASE CONDITIONS

1. General arrangement.

All Customer orders will be exclusively regulated by these General Terms and Conditions and the eventual special conditions subscribed between both parties. The placing of an order by the Customer implies the unreserved acceptance of the present terms and conditions of sale. The general conditions of purchase that the Customer usually applies to its area of activity will not be applicable without express consent in writing from DANOSA.

2. Delivery

2.1. The delivery is considered complete when the material is loaded onto the lorry for transport in our warehouse and the corresponding delivery note is signed by the carrier. From this moment onward the risk of damage and/or loss is the responsibility of the Customer, except when transport is contracted by DANOSA, taking the effect previously described when the goods were delivered. Delivery conditions will be defined on invoice according to INCOTERMS 2010 for international orders.

2.2 All material supplied by DANOSA must be reviewed and examined by the customer at the time of delivery as described in 2.1.

2.3. The size, colour and weight of certain material subject to inherent variations in its nature or production will have the usual tolerances. The provided samples are considered as type-samples. DANOSA does not guarantee exact correspondence of delivered merchandise with samples.

2.4. The material supplied shall be deemed accepted by the Customer, as reflected in the order, if not otherwise expressed within 48 hours of delivery as described in 2.1. After this time DANOSA will not admit any claims related to quantity or quality nor will be obliged to do so.

2.5. Under no circumstances returns of products showing appearance and conditions unfit for sale will be accepted.

2.6. Delivery times are provided for informative purposes only and possible delays on these terms do not entitle the Customer to cancel the order, refuse the merchandise or claim damages or losses.

3. Transport

3.1. Orders of less than 900€ will be sent with freight collect on delivery or freight will be included on the invoice.

3.2. In the case of the Balearic Islands, Canary Islands, Ceuta and Melilla and Andorra, the goods will be sent always c. o. d. (collect on delivery), or the same amount will be included in the invoice.

3.3. Delivery freight cost and responsibility of the goods will be defined on the invoice according to INCOTERMS 2010 for international orders.

4. Returns

4.1. In the case of supplied material which is found to be defective, the responsibility of DANOSA is solely and exclusively limited to the replacement of material which is demonstrated to be in bad condition.

In this regard, DANOSA will replace the material once there is evidence to satisfy this condition.

4.2. Under no circumstances shall that described in the previous paragraph be applied if the Customer is not up to date in payment with DANOSA and in such case, the Customer relinquishes all rights to claims related to defective material. The Customer, expressly and irrevocably relinquishes the right to claim DANOSA for other damages and losses, consequential damages or loss of profits which can result from the supply of defective material.

4.3. Returns corresponding to an invoice whose reception has not been confirmed stamped and signed by the Customer will not be accepted.

4.4. DANOSA will not accept returns on provided products after 15 days from the date of delivery.

4.5. All return requests must be sent in writing to DANOSA within the aforementioned timescale and must contain at least the following information:

- Purchase invoice or delivery note number.
- Product reference number.
- Number of units to be returned.
- Reasons for requesting the return.

4.6. DANOSA can, at their choosing, inspect the supplied goods related to the request at the Customer's storage location, for which the Customer must grant access and provide all collaboration needed for the inspection, or request that the supplied material be sent to them for inspection.

4.7. Once the Customer's return request is accepted, DANOSA will proceed to replace the products as soon as possible. For this reason the Customer will not be entitled to terminate the contract or return the non-defective part of the supplied goods.

4.8. Transport costs and all other costs caused by goods return, in any case, shall be borne by the customer unless they were caused by the material that is found to be defective, and thus has been recognized by the DANOSA Quality Department.

5. Special orders.

All orders which have been manufactured or whose manufacturing has been expressly initiated to meet the technical requirements provided by a Customer are considered as special orders and therefore, once the product has been completed it cannot be cancelled by the customer and no refund will be available unless defects exist in its intrinsic quality.

6. Prices

6.1. The prices are related to material located in our factories. Transport costs will not be included.

6.2. Delivery freight costs will be defined on the invoice according to INCOTERMS 2010 for international orders.

6.3. The existing price list referred to the date of acceptance of the order will be applied.

7. Invoicing and payment

7.1. Goods can be invoiced from the time of shipment, according to the terms and conditions agreed in the order which are reflected on the invoice.

7.2. As a general rule the payment method will be via promissory note/draft accepted maximum 60 days from the invoice date or in cash (with the corresponding prompt payment discount).

7.3. If the customer have not delivered DANOSA check, letter of Exchange or promissory note in within 45 days; the customer will lose all rights to the period granted for payment and shall be deemed as cash selling. The delivery of promissory notes, bills of exchange or other commercial documents will not be considered payment until it become effective.

7.4. In case of failure to pay an invoice when due, regardless of the reason, the Customer must pay the amount due plus the interest corresponding to an amount calculated based on the number of days delayed, at the money's legal interest rate plus up to 7 points (700 basis points) and all of the expenses generated from the default in payment.

Also, DANOSA will immediately suspend pending shipments until advance payment is made.

8. Taxes

8.1. The set price rates will increase on the invoice with the addition of VAT or the applicable taxes at the time.

8.2. International orders will be exempt from the application of the VAT.

9. Use of supplied material

Material supplied by DANOSA can only be used for the purposes for which it was manufactured. In particular, DANOSA will not in any event be held responsible for damages and losses (material or personal) which can result from bad, illegal or inappropriate use of supplied material or packaging, or from their defective condition as a result of bad storage or handling.

10. Storage and handling

The Customer is responsible for the proper storage and handling of material from the moment that it is unloaded. All related information is available to the Customer and can be found on each product's data sheet.

11. Environment

All of our products comply with building quality control standards. The supplied packaging is recyclable. By virtue of the provisions of the REACH n° 1907/2006 of 18th December 2006, the end user of the product and packaging considered as waste, is responsible for its proper environmental management.

12. Special conditions.

Modifications made to these general sales conditions will only be valid if they form part of a written joint agreement.

13. Applicable law and jurisdiction

13.1. The present general conditions of sale will be enforced and interpreted according to Spanish Law.

13.2. All litigation, discrepancy, query or claims resulting from the execution or interpretation of these general terms and conditions of sale shall be submitted to the appropriate courts of law in the city of Madrid expressly waiving their own jurisdiction to which they may be entitled.