

GLOBAL TERMS AND CONDITIONS OF SALES – SOLANO HORIZONTE, S.L.U.

These general conditions of sale govern all relations between:

- 1.- **SOLANO HORIZONTE SLU** con CIF B30472294 domiciliada en Ctra Fuente Alamo, 2 de 30153 Corvera-Murcia-España Ins. Reg. Merc. de Murcia, Tomo MU-980, Folio 150, Hoja MU-18.006, Inscrip. 1ª, duly incorporated, registered according to the laws of Spain, in accordance with the legalized certification of the Chamber of Commerce, validly organized and existing under the laws of Spain, having its principal place of business at Ctra Fuente Alamo, 1, 30153, Murcia, Spain. (Hereinafter referred to as the "**Seller**")
- 2.- Your customers (hereinafter referred to as the "**Customer**")

These general conditions of sales cancel and replace any other previously issued.

Any contrary provision, contained in the general conditions of purchase of Customer will not be valid, and cannot repeat these general conditions of sale of the company.

The acceptance of this offer / pro -forma / order by the Customer will mean acceptance of each and every one of the terms and in the same conditions, and its annexes, on the following terms and conditions:

1.- APPLICABILITY:

- These global and conditions of sales ("Terms") applies of the entire agreement regarding the Products and / or Services and it's can only be modified or supplemented by a separate written agreement between the Company (Seller) and the Customer. They excluded all remaining limits and conditions, express or implied, present or past (including any statement contained in brochures or on printed information Seller). Unless written has been agreed otherwise expressly and specifically, The Seller only undertakes contract with The Client under these terms and conditions and will not accept further terms and conditions.
- The acceptance of this offer / pro-forma / order by the customer, based on the "Customer" section of the same, it means the acceptance of each and every one of the terms and conditions therein and its annexes.
- The general conditions of sales cancel and replace any other previously issued. Any contrary provision, contained in the general conditions of purchase of Customer will not be valid, cannot repeat these general conditions of sale of the company.
- Unless otherwise agreed in writing, Seller may deliver and / or perform the contract in part and any error to perform or delivery or any breach of contract by Seller affect any other delivery.
- If any provision of this agreement shall be unlawful, void or unenforceable, will continue to herein as possible given the maximum allowed by law and effectiveness, if not possible, it shall be unwritten.

2.- DELIVERY AND/OR EXECUTION:

- Delivery times are relative. The Client cannot claim any amount for the breach by The Seller.
- No returns will be accepted, with the exception in exceptional cases unless authorized in advance by the Seller and in writing.
- If at least the returns is accepted by The Seller, this will be decide if it's relevant or not the refund of the amount of The Client.

3.- PRICES AND PAYMENT:

- The form of payments will be specified in the order accepted by The Client or by Pro-Forma invoice by The Client. Such payment may referred by specific conditions in Annex to the Present Global Terms and Conditions Sales.
- The Seller reserves the right to change the financial conditions of this offer/pro-forma/order in the case of Surety Insurance had changed its credit opinion on the Client.
- The Seller reserved the right to cancel sales, Pro-Forma and contract if The Seller verified due and unpaid bills of The Client.
- The products will be ownership of the Seller upon The Client will pay the total of the prices off the products, which including expenses, interest and additional expenses. It will not constitute a payment within the meaning of the present clause delivering cost and obligations. However the risks are being transferred to The Client until delivery to transport company (INCOTERMS CPT).
- In the case of Bankruptcy or court-ordered liquidation of the Client, The Seller could claim the ownership of the Products sold. The Client is obligated to not pledge the Products or use them as collateral, resell, or modify them, until it paid the amount of the prices. The Seller could claim the unpaid price of The Client customers. The Client shall provide information and data of their customers without being able to oppose any confidentiality clause to that effect.
- The Seller could endorse The Clients amounts received as payment of any debt of The Seller, whatever was the cause and independently asserted appropriation by The Client. Under no circumstances The Client could withholding the payment of quota deduction or compensation of any bill or invoice.
- It will be considered conclusive evidence of delivery of the Products, a Bill of Landing, a receipt on board, a consignment not, a receipt from the carrier or the delivery note of the Products signed by the customer (The Client), CRM, or any other document which shall be deemed, to prove such delivery.

4.- GUARANTIES:

- The Seller will guarantee his products sold to The Client defined and limitations under the Global Terms and Conditions of Sales; The Client declares to know all the terms and conditions on the date of signing.
- The Client shall examine the Products delivered by The Seller as soon as received the delivery of the Products and at the latest in eight (8) working days following the effective delivery to the Client. If The Client observes that such Products are not appropriately tailored to the contract within The Client and The Seller, the first must notify to the Seller in writing and clearly and irrefutably manner, expressing their disagreement with the Products and communicating the defect or lack of observation, and The Seller may take the appropriate and necessary actions for the correction. This correction will occur (if The Seller considers necessary) in the manner, form, amount and terms which The Seller seems appropriate.
- If the Products will be damaged in transit, The Client (The Buyer) will be communicate to the Seller at the time to unloading the Products to recoup by The Seller by the way to seems appropriate. There is no possibility to communicate the damaged mentioned in time mentioned in the previous clause (eight working days). Such communication can be made at the direction agreed in the transport document to be submitted in the unloading the Products. Without this mention, The Seller will be relieved of all responsibility.

5.- OTHER LIMITATION OF THE GUARANTIES:

- The Seller's liability shall be limited to the direct material damage caused by The client, excluding immaterial or indirect damages, moreover, lost of profit, losses exploitations, benefit, affect trade, lose of income. The Seller's liabilities are limited to the amount of the price paid for the products concerned, with the exception for personal injury and grave misconduct.
- The Seller doesn't have any liable for any damage that may result from an improper use of the Product.
- Products are sold to be used in accordance with the specification. The Seller does not warrant that the Products are suitable for a particular purpose or to a desired by The Client, and The Client shall deemed to be satisfied with the Products as they are.
- The Seller shall not be liable in any way for:
 - (A) The incompatibility of the Products supplied by The Seller with Products from other manufactures or suppliers;
 - (B) Inadequate or improper preparation or product application work with other products or equipment or default of the Product to The Client or third parties.
 - (C) Any changes shall not be accepted after five (5) business days from the signing of the contract/Pro-forma/order.

6.- CIRCUMSTANCES BEYOND THE CONTROL OF THE SELLER:

- The Seller's obligation shall be suspended automatically and without formalities and responsibility release in case of Force Majeure events subsequently of signed contract and involve the granting of the contract. Its considered as Force Majeure: war, riots or revolution, labour disputes, strikes in industries or directly or indirectly to activity linked trade, insurmountable demands and another circumstances such as requisition, seizure, lack of transportation, unemployment of these means, the provisions of a legislative, regulatory or other provide restrictions on use of energy, if these others circumstances are independent of the will of the parties. If The Seller invokes any circumstances described above, The Seller shall inform to the Client in writing their intervention and cessation.
- The Seller shall not be liable for any breach of contract related to circumstances beyond The Seller's reasonable control and which prevent or hinder the performance of the contract. However, the Seller, when considers reasonable and without incurring on any liability, could suspend or terminate some of all the obligations under the contract if those Seller's obligation have been materially affected.

7.- RESPONSABILITY AND OWNERSHIP TITLE:

- The Client shall not use any trademark or trade name or use by The Seller in connection with the Products sold without prior approval of The Seller.
- For the validity and formal engagement of this offer/ Pro-Forma/ Order, is an essential requirement to send by The Client an email to administracion@solano-horizonte.con or fax to +34968380468 each and every one documents signed by manual signature and a person who is authorized to engage The Client and seals; it is not available signatures and pre-printed labels of by electronic signature.

8.- CLAIMS TO THIRD PARTIES AND INSURANCE CLAIMS:

- Each party shall communicate immediately to the other, any claim which is resulting from the execution of the contract, which will adjust to the reasonable requirements of the other party to minimize and/or avoid further claims and its allow to the other party to fill up any claim and/or initiate negotiations to an agreements by reasonable terms.
- Rights and obligations arising from this contract cannot be assigned by The Client without prior written consent of The Seller.
- All notices must be in writing, addressed figures of the Client or The Seller contract and its considered delivered on the first working day following that its delivered by email or fax. Acceptance's Client on delivery notes or any other documents do not constitute a notice of The Client to The Seller.

9.- GOVERNING LAW, DISPUTE RESOLUTION:

- All matters arising out of or relating to this Agreement is governed by and construed in accordance with Spanish Law. The Client accepts the Spanish jurisdiction for the exclusive benefit of The Seller as set out in Brussels I Regulation, which concerning the jurisdiction in cases of complaints/claims or disputes to Seller's domicile.
- The Seller could submit any claims to any court which considers competent in jurisdiction.

10.- DATA PROTECTION AND CONFIDENTIALITY:

- In compliance of Law 15/1999, 13th of December, Protection of Personal Data, The Company (The Seller) informs you, that your personal data will be processed in our File CUSTOMERS, with the aim of maintaining business relationships, accounting and financial management, and to send commercial and courtesy which might be interested including electronic communications. The Client may use its right to access, make alterations, cancellation and opposition by sending in writing to the following address:

SOLANO HORIZONTE, S.L.U, Ctra Fuente Álamo, 2, 30153, Corvera, Murcia, Spain.