



SANDE Y DÍAZ, S.L. GENERAL CONDITIONS OF SALE

The terms of these general conditions of sale shall apply to this offer by SANDE Y DÍAZ, SL, with CIF B15033558 and registered address at St. / NÓVOA SANTOS, No. 11, baixo, 15006 A Coruña, Spain (hereafter seller or SANDE Y DIAZ) which has been accepted by the customer (client or customer), and become part of the contract of sale. In any case, the particular terms expressed in the offer will prevail.

1. Acceptance of orders

Customers must submit in writing to SANDE y DIAZ an order (eg acceptance of the offer sent) signed by an authorized person, and where appropriate make payment according to the payment terms, so that the order is deemed accepted. The signing of the order by the customer implies its conformity with the views expressed in it, as well as the general conditions of sale that claims to know and accept. SANDE Y DIAZ reserves the right to reject orders received on the basis of justified criteria.

2. Prices

The prices listed in the bid are Ex-works (in our local at A Coruña, Spain) in accordance with the INCOTERMS 2000.

3. Transfer of risk

The transfer of risk of damage or loss of the Goods to the Customer will be produced in accordance with the INCOTERM specified in the contract and, alternatively, with the INCOTERMS EX WORKS (INCOTERMS2000). In sales in Spain, the transfer of risk will occur:

- With the delivery to the first carrier, if the contract includes freight.
- In other cases, since it makes available.

4. Retention of title

SANDE Y DÍAZ retains title to the equipment supplied or, if facilities, express prohibition to the purchaser of its transfer to third parties without written authorization of the seller until full payment.

5. Assignment

Customer may not assign, charge or transfer in any way to this contract, or any rights or obligations arising under it, without the written consent of the seller.

6. Delivery time

The delivery time given is an estimate and is subject to the complete technical and cost definition of supply. Any variation from specifications, measurements, quality, economic conditions, delays in receiving payments or from previous orders, plans for approval, or disputes may involve a delay in the deadline. The transport delays will not be attributable to the seller. In case of facilities not count delays due to no fault of the seller, even partially.

7. Terms of payment

Unless expressly agreed to the contrary, the payment period shall not exceed 60 calendar days from the invoice date. The buyer shall provide the seller the agreed payment document (check, promissory note, draft or other validly admitted) within 30 days of the invoice date. Notwithstanding the above restrictions, the following conditions are stipulated for payments:

- First operation: CASH to acceptance of the order (payment prior to delivery).
- Orders less than 100 €: CASH, check or promissory note at delivery.
- Orders between € 100 and € 10,000: 100% upon delivery of supply or installation execution using accepted and domiciled bank draft, to a maximum of 60 days from invoice date which may be replaced by another document of payment accepted.



- Orders over € 10,000: 30% upon acceptance of the order, 70% upon delivery / installation using accepted and domiciled bank draft, to a maximum of 60 days from invoice date, which may be replaced by another document of payment accepted.

8. Not included work

In case of delivery and assembly on behalf of SANDE Y DIAZ will be performed by the customer, unless otherwise stated in the particular conditions:

- Accessibility to the location for trucks and / or cranes.
- Permits and / or licenses of any condition.
- Civil works and development, including pipelines.
- Aids masonry necessary for assembly.
- Control water samples, water analysis.
- Electric connection, and connection to utility company.
- Cranes and lifting equipment.
- Transport of material from factory to the installation location.
- Collective protection means, such as scaffolding, etc.
- Studies and projects.
- Maintenance.

9. Warranty

The goods supplied have the warranty period offered by the manufacturer, which will be at least 12 months from the delivery or provision of supply. The seller warrants that the goods shall at the time of delivery to the agreed characteristics lacking any physical defect in materials or processing. The seller undertakes to replace or repair any defective part or component as a result of a manufacturing defect or poor quality of the material.

Seller shall not be responsible for any additional damage due to the lack of conformity of the goods supplied. The warranty does not cover transportation costs or shift or personnel work, unless otherwise expressly agreed.

Seller shall not be liable for defects in the goods arising from abnormal use of it, misuse, lack of maintenance, willful damage, abnormal working conditions or installation, poor electrical connections, mounting defects, failure to observe the instructions given by the vendor and repair or improper handling of the goods without seller approval or anyone other not authorized by SANDE Y DIAZ. It does not cover water damage due to negligence of the purchaser or parts subject to normal wear. The warranty is void if there is a failure on payment, even partially, when there are changes on the original equipment executed by anyone other unauthorized by SANDE Y DIAZ, or at expiration of the period specified.

In the case of goods which, under these conditions the seller is liable, SANDE Y DIAZ may freely choose to replace the defective goods or the part affected by the defect, or refund the price of defective goods or the corresponding price portion affected by the fault.

10. Non-payments

In case of non-payment by the customer the price of the good or performance of any work or service provided by SANDE Y DIAZ, the amount due shall accrue from the date of maturity interest at EURIBOR + 7 percentage points, as provided in Article 7 of Spanish Law 3/2004 laying down measures to combat late payment in commercial transactions, without the need of demand for payment or prior notice.

11. Waiver of rights

Seller's rights shall not be deemed waived by the granting of deferments or other indulgences, or lack of exercise of shares arising therefrom.

12. Compensation for recovery costs



When customer default occur, SANDE Y DIAZ shall be entitled to choose between demanding the payment of the outstanding amount with interest and appropriate penalties or terminate the contract with a simple notice by certified, return receipt requested, and can, in this case, claim back in perfect working order and without use of the property provided, regardless of compensation could rightfully entitled. SANDE Y DIAZ shall be entitled to charge the customer all accredited costs, including legal fees, arising from the payment of amounts due or the termination the contract, with legal limits.

13. Insolvency of buyer

SANDE Y DIAZ reserves the right to require payment in full in cash, prior to the provision if the buyer initiated, or if other initiated against him, any arrangement with creditors, or if at the time the supply is found ready to the provision, the buyer's financial situation do not offer, in appreciation of the seller, certainty as to the payment terms set. In this case, if payment is not received within 15 calendar days after notification of availability, SANDE Y DIAZ may terminate the contract.

14. Custody of merchandise

SANDE Y DIAZ is responsible for the custody of the materials to supply both remain in our facilities or those of our suppliers. Once delivered the material to the customer or the carrier, custody of them is the sole responsibility of the customer, which shall be provided with adequate means of surveillance and security. This applies even in the case where the supplies are to be installed by SANDE Y DIAZ in agreed location, even if it is not completed.

15. Suspension and termination of the contract

The seller reserves the right to terminate the contract or seek its resolution in case of default by the buyer of the provisions in it or in these general conditions, with the right in both cases to be compensated for the damages suffered as a result of breach, without prejudice to the applicable penalties provided herein. In case of termination of contract by the buyer once the stockpiles started, it will have to pay the seller the works done until the date of the written notice, liquidated the equipment supplied or in the manufacturing stage, and assembly works done.

If any provision of these Terms is held invalid or is impossible to apply as opposed to standards required by law, the contractual relationship shall continue for the rest of the conditional.

16. Returns

SANDE Y DIAZ reserves the right to not accept returns of materials provided, except in case of a warranty claim. In this case, only unused, packaging and in perfect condition materials will be accepted, and will be for the account of client transportation to the seller's warehouse. SANDE Y DIAZ will charge to the buyer, the 10% of the order value in return expenses.

17. Governing Law and Jurisdiction

The terms and conditions that govern these General Conditions of Sale as well as the relationships that may arise therefrom, are protected and subject to the provisions of Spanish legislation. For the resolution of any controversy, dispute or disagreement that may arise between the client and SANDE Y DIAZ will be submitted for resolution thereof, to the jurisdiction of the Courts of A Coruña (Spain), waiving the privilege that client, if any, might be appropriate.

18. Nullity and inefficacy of the clauses

If any provision of these General Conditions is declared fully or partially invalid or unenforceable, such invalidity or unenforceability will affect only that provision or part thereof that is invalid or ineffectual. The remaining conditions shall remain valid. Only that provision or part that is affected, will be removed, unless, as being essential to the general conditions, should therefore affect in a holistic manner.



A Coruña, may 2013

Sig.: Pablo Sande,
Director
SANDE Y DÍAZ, S.L.



Rúa Nóvoa Santos, 11, baixo
15006 A Coruña (Galicia, España)
Tel. +34 981 174 209. Fax: + 34 981 174 472
CIF: B15033558
www.sandeydiaz.com
sandeydiaz@sandeydiaz.com