

INGENIA AMBIENTAL S.L. GENERAL TERMS AND CONDITIONS OF CONTRACT (Version 2013)

First.- Scope:

These Conditions apply to any sale or service described in our brochures, price lists, advertisements, budgets, website, or given verbally to customers who do not have the legal status of consumer. Any modifications to these conditions shall be carried out in writing by INGENIA AMBIENTAL S.L. (hereafter "INAM"). All other terms or conditions not herein mentioned are excluded. Order confirmation constitutes your acceptance of these Conditions. INAM reserves the right to modify these Terms and Conditions at any time.

Second.- Offers / Contract:

Quotations issued by INAM, both verbal and written, are not binding and are valid for 14 days. Once a quotation has been submitted by INAM to the Customer, the Customer may accept, in which case it should then be signed and returned to INAM.

Upon receipt of the signed quotation, if accepted by INAM, the Customer will be sent an "Order Confirmation", from which time (and not before) the quotation will have a contract value hereafter in these Conditions referred to as the "binding offer". In addition to the binding offer, the parties may also enter into a written Contract. From now on the term "Contract" refers to either the written Contract, or the binding offer.

For brochures, instructions, drawings and any other documentation which INAM may distribute, or advertise, INAM reserves the right to make any changes deemed appropriate. Such information may also be provided to a Customer in English. Any technical documentation received has no contractual value and is not a guarantee of quality or reliability to the Customer. Any such guarantees must be specifically agreed in writing. Customers are responsible for their own choice of product and its suitability for both purpose and use.

Third.- Price and Terms of payment:

The payment, unless otherwise agreed, must be made in cash, via bank transfer, direct debit or cashier's check, 5 business days before the departure of the goods from INAM's warehouse. When the Customer provides a bank guarantee, the expiry date of the guarantee must be at least 5 business days after the date of the last payment as specified in the contract. Any fluctuation in the currency exchange rates, tariffs, insurance or production costs (including components and services) may cause INAM to adjust prices. INAM may suspend the supply of goods or the provision of services until full payment has been received.

In the case of delayed payment (arrears) the legal default interest will be charged on the overdue amount from the due date of payment until full payment has been received. A customer may only seek compensation for a particular debt or refuse payment when their claim is legally based or enforceable and has been previously recognized in writing by INAM.

Fourth.- Delivery / Title / Risk:

A) DELIVERY: The goods supplied under the contract shall be made available to the carrier or the Customer on the terms expressly contained in such documents. In any case, delivery shall be made when the goods are transferred to the carrier, acting on behalf of the Customer, even if hired by INAM.

In the case of supply modules, the Customer will, if specifically requested, receive the associated flash-report within 48 hours of the goods being delivered. Said flash-report does not have any contractual value or generate any liability for INAM. The delivery date will be forwarded by INAM to the customer, as soon as it is provided by the carrier, the date of receipt of the goods, the Customer being obliged to receive or collect the goods within the agreed period.

A.1) Grounds for the suspension of delivery are the following items:

- 1.- Failure to pay on time any amounts agreed in the Contract, until verification of payment.
- 2.- The refusal or failure to receive any of the supplies by the Customer within the time period previously established and communicated by INAM, until such refusal or failure has ceased.
- 3.- Any problems or incidents which arise due to manufacturing, distribution and / or land or sea transport of the various materials provided, until such incidents and problems have been alleviated and normal delivery can be restored.

A.2) The effects of the suspension of the delivery of equipment are as follows:

- 1.- The occurrence of any of the items outlined above shall be grounds for the automatic suspension of supplies and other activities.
- 2.- Activities shall remain suspended until the cause that has motivated it has been removed, once restored any lost time will then be added to the initial schedule, effectively the same duration in days as the suspension. In addition to the suspension period, the Customer must accept any delays which may be caused as a result of the suspension.
- 3.- The suspension shall not relieve the Customer of any payment obligations or from receiving the supply, when the suspension has been motivated by items 1 or 2 of paragraph A.1) of this general condition.
- 4.- If the suspension or the sum of the suspensions is greater than two weeks and have been motivated by one of those specified in items 1 and 2 of paragraph A.1) of this General Condition, the Contract will terminate automatically without the need for any judicial decision thereon in respect of any outstanding supplies yet to be delivered. Customer must pay the penalties provided for in these general terms and conditions EIGHT and will also lose any down-payments made.

B) FORM OF DELIVERY: The goods will be delivered with simple packaging unless agreed to the contrary, the delivery of the products will be EXW from INAM's warehouse, for which the Customer shall first make sure the address at the time of delivery. If delivery has been expressly agreed to for a different destination, INAM may act as an intermediary between the carrier and the customer, the latter will be charged with the cost of transport and insurance.

In any case, whatever the place of delivery, the goods will be transported at the risk of the Customer as if it were EXW and therefore the customer bears the risk for any damages, losses or impairments generated during the transport, and the responsibility for the costs of loading and unloading the goods. The unloading and stowage of materials provided at the agreed place should be carried out following INAM instructions, and the Customer must request in advance a copy of said instructions from INAM. The signing of the delivery note by the Customer will indicate both receipt and compliance; hence no complaints thereafter are admissible.

Fifth.- Devolución:

Customers may not cancel the contract or return any items or services purchased, unless expressly agreed to in writing between the Customer and INAM.

Sixth.- Retention of title of goods:

Where goods have been delivered, payment is overdue and not paid by the Customer to INAM, henceforth the goods will remain in reserve in the Customers warehouses, who shall notify in writing the address where they are reserved, if so required by INAM. Any acts carried out upon the reserved goods by the Customer, without the written permission of INAM shall be considered misappropriation.

Should third parties demand the reserved goods, the Customer shall notify the existence of a reservation of title in favor of INAM, and also report to INAM immediately the same.

Any expenses, damage to the goods and / or damage caused by the Customer will be charged to the Customer. In case of breach of contract by the customer, especially in the case of late payment, INAM is entitled to collect the goods at the expense of the Customer, or claim restoration costs from third-party owners. To this end, INAM does not need authorization from Customers to access the facility where the goods are located and for their withdrawal, without judicial authorization. Return of goods in itself will not lead to termination of the contract, unless both parties have agreed in writing, mutually accepting to annul all rights and obligations contained within it. If the reserved goods sold were delivered by the Customer hence incorporated or transformed via contract for this service or work to a third party, INAM may claim against the third party the amount the Customer owes INAM resulting from the terms of this document without prejudice to any criminal proceedings against the Customer for misappropriation.

Seventh.- Warranties:

Warranty claims that INAM grant you are, exclusively, the same as the manufacturer of each product supplied has granted INAM. Visible and foreseeable defects must be claimed within a time limit of two months from the date of delivery to the customer, and always before installation. When the delivery is not in the manufacturer's warehouse, defects or transportation damage must be reported at the time of receipt of the goods. Items exempt from warranty claims due to damage, function or service of the Products supplied which originate in:

(I) Accidents outside of INAM, once the materials have been handed over to the Customer, the use of mobile transport units, negligent use, improper or inadequate whether by the Customer or third parties.

(II) not having requested and obtained a copy of, and followed carefully and in full, both the instructions referred to in General Conditions FOURTH, as the assembly, operation, operation and the maintenance of the product, all of which INAM provides the Customer at all times. For this purpose the delivery of such instructions shall be documented in writing by INAM.

(III) Modifications, installations or errors, or work carried out personnel whom are not authorized by the after sales service of INAM.

(IV) Any other reasons other than normal operating conditions of the products supplied and which are beyond the control of INAM. Also exempt from warranty are any products supplied with a serial number that has been either manipulated or is not uniquely identifiable. The aesthetic aspects of the product supplied are not to be considered as defects and therefore not entitled to be claimed under warranty, unless they pose a decline in performance or benefits specified in INAM's technical or commercial brochures.

The warranty rights established herein do not include the operational tasks required for dismantling and reassembling the facility, this shall be borne by the Customer. INAM reserves the right to provide a different model of the product supplied to meet warranty claims accepted for replacement or expansion, if the original model is no longer manufactured, provided that the technical characteristics of the new product are equivalent to product being replaced. Moreover the responsibility of INAM arising from warranty granted to the Customer or any other reason directly or indirectly under the contract shall be strictly limited to the obligations set out above and quantitatively to the value of the product subject to a claim, expressly excluding any other liability for damages, whether direct, indirect, or loss of profits, Customer or third parties, such as loss of data in computer applications, loss of income or production revenue, service interruptions, changes to the installation, etc. All other warranty claims that are not expressly mentioned in the General Conditions are excluded.

Eight.- Penalties and indemnity:

The Customer will pay INAM, for the cost of storage and in the event that the goods remain in INAM's stores or any other store, for supply to be suspended under any of the grounds provided in 1 or 2 of paragraph A.1) of General Condition Fourth, the amount of 2,- per pallet per day from the date on which the material was made available to the Customer or carrier, until the actual date of such delivery. Should any costs related to transportation be incurred, then the Customer shall pay them. In any case, the Customer accepts any delays that occur in the delivery of the goods as a result of his refusal or inability to pay and / or receive them.

The maximum penalty and compensation to be paid by INAM to the Customer, for any reason and / or effect, in no event shall exceed 1% of the total amount of each contract, regardless of the number of delays experienced and the duration thereof, or the type of failure. These penalties and allowances shall constitute full satisfaction for both the Customer and INAM, who cannot claim compensation from the other party, any other amount due to any other causes and / or consequences, either for damage, loss of profits to Customer or to third parties. These penalties must be paid within one month calculated from the date of completion of supply. The aforementioned shall be without prejudice to the termination clause referred to in paragraph A.2) 4. - General Condition Fourth, which applies in all cases.

Ninth.- Force majeure:

We accept no responsibility for delays (including delivery or service) caused by circumstances beyond our reasonable control and will then be entitled to an extension, examples of the circumstances which may arise are, but not limited to, include strikes, transport problems, supply or production related delays, exchange rate fluctuations, government action and natural disasters. If the cause exists for more than two months, the Contract may be terminated by either party, without compensation.

Tenth.- Privacy:

The parties shall treat all information received from the other, which is marked "confidential" or that could be reasonably regarded as confidential, just as if it were their own confidential information.

Eleventh.- Cancellation:

INAM may terminate the Contract upon written notice if: 1) the price has not been paid on time, for which the parties expressly agree that the lack of full or partial payment will result in the termination of the contract; 2) The Customer violates or INAM suspects that the Customer has violated laws on export control, 3) The Customer fails repeatedly the objective of the Contract and fails to remedy such a breach in writing to the effect within the required 30 days, 4) The Customer is declared in suspension of payments, bankruptcy, or cannot pay their debts as they fall due for payment. INAM may choose to pursue payment under the Customers obligation to pay the agreed price and in any case demand compensation for damages.

Twelfth.- Data protection:

Customer data will be treated in accordance with the data protection laws applicable, to which the Customer expressly consents. Customers may request INAM not use their data for direct marketing purposes. The Customer may exercise their rights of access, correction and cancellation by written request to INAM.

Thirteenth.- Jurisdiction:

The present conditions are governed by Spanish law. For the resolution of any doubts, disagreements or disputes that may arise during the implementation and interpretation of this General Conditions, the parties will submit to the Courts and Tribunals of the city of Barcelona, waiving any others that may be applicable.

Fourteenth.- Miscellaneous:

If any provision of this General Conditions is declared invalid or unenforceable by a court of law the remaining provisions will not be affected. INAM may subcontract its obligations to third parties. Notifications must be made in writing (by letter, by e-mail, fax or registered mail) and sent to the legal representative of the other party. There are versions of these General Terms and Conditions in other languages. In case of any discrepancy, disagreement, dispute, etc. on translation, interpretation, performance, validity, contents, etc. of this document, the Spanish version shall become the only legally valid version. Customer will find both information and procedures on the INAM website www.inamsl.com. This page will contain any updates.