

GENERAL CONDITIONS OF SALE

1.- SCOPE

These general conditions of sale (hereinafter "GCS") shall apply from 1 January 2017 to all sales and/or supply and delivery of goods distributed by TODOACEROS, S.L. ("**the Seller**") to the customer ("**the Purchaser**"). These GCS together with the Seller's specific conditions contained in its attached contract of sale or order confirmation ("**Order Confirmation**") constitute the entire agreement between the Purchaser and the Seller and supersede, in its entirety any conflicting terms and conditions proposed by the Purchaser, as well as any oral and written communications that are not expressly incorporated herein. Hereinafter, the contract of sale or supply into which these GCS are incorporated will be "**the Contract**".

In addition to these GCS, the technical specifications and internal commercial terms of the Seller relating to, among others, transport, minimum orders or packaging, that the Purchaser may request from the Seller at any time, shall apply.

In case of conflict between these GCS and the rest of contractual documents, the following will prevail: the specific terms and conditions contained in the contract or in the Order Confirmation in first place: and the GCS in second place.

2.- OFFERS AND ORDERS. ACCEPTANCE.

2.1. In the absence of a clause to the contrary, documentation on prices, available amounts or time of delivery sent by the Seller, as well as catalogues and estimates are sent for information purposes only; and Seller's offers are not binding without Order Confirmation. Orders in response to the supply of said information or acceptance thereof will not amount to a contract, which shall only be deemed concluded in case of Customer's signature and return of Order Confirmation or, in the alternative, Customer's failure to reject it within three working days from receipt thereof (at the Seller's head office) will amount to the Seller's acceptance of the Contract. Likewise, a Contract shall be deemed concluded when any of the following conditions is met: (i) start of the manufacture of the products, when these are manufactured in a special way for said order; and (ii) delivery of the products

2.2. Every delivery order by the Purchaser in relation to any of the products distributed by the Seller shall be subject to the Seller's prior acceptance thereof, and shall not be binding under express confirmation in writing by the Seller contained in the Order Confirmation. Upon execution of the order, the Purchaser declares to be aware of and accept the GCS and all the information and technical specifications of the products contained in the catalogue and/or the Order Confirmation.

2.3. The Purchaser will not be allowed under any circumstance to reject the executed order once accepted by the Purchaser. To this effect, the rejection of the order will be considered a contractual breach and the Seller will be entitled to claim the specific performance of the Contract or the termination thereof, along with the damages arising from said breach.

2.4. Any condition consigned by the Purchaser in its Order Confirmation not conforming to these GCS or the specific conditions of each product shall be deemed null and void, except for confirmation in writing by the Seller.

2.5. The Seller herewith reserves its right to cancel any order pending delivery when the Purchaser fails to comply, completely or partially, with any other payment or previous contract with the Seller or with any of the subsidiaries or any other companies of its corporate group. The Seller herewith reserves its right to amend or develop the technical conditions of the products described in the catalogue.

3.- CONDITIONS OF EXECUTION AND DELIVERY OF ORDERS

3.1. The Seller shall execute the orders in conformity with the technical and material specifications established in the Confirmation Order. Any amendment requested by the Purchaser regarding the technical or material specifications of the products will have to be expressly accepted by the Seller.

In the absence of a clause to the contrary, the products marked as stock or any other similar term, will be subject to availability.

The Seller will be able to make partial deliveries, issuing one invoice per each of said deliveries.

3.2. The Seller will make any reasonable effort at any time to deliver the products at the agreed dates. In any event, such dates of delivery will not be binding on the Seller, in the absence of a clause to the contrary. Consequently, if both parties agree on a fixed date for the execution of the delivery, the Purchaser will have to grant the Seller an additional reasonable period of time to make the delivery in case of delay.

3.3. In any event, the obligation to deliver will be deemed complete when the concerned products have been delivered to the forwarding agent at the premises or warehouses of the Seller, thus passing the risk of loss or failure (either complete or partial) onto the Purchaser from that moment. The delivery and transportation of the products will be made, in any event, will be made at the Purchaser's own risk and own account, even when the delivery is made free of charges.

If the cause for non-delivery is attributable to the Purchaser, the Purchaser will have to make the agreed payments as if the delivery had occurred. Regardless of any other rights of the Seller pursuant to the Contract, the Seller may proceed to store the products at the Purchaser's own risk and account, and at the Purchaser's request, to insure it, in both cases as long as the Purchaser makes the foreseeable storing and insurance payments in advance.

3.4. The delivery of the products will be made at the place agreed in the Contract, or in the Order Confirmation, or as afterwards agreed by the parties. If no place of delivery has been indicated, this place will correspond to the Seller's premises, immediately before loading to deliver to the Purchaser (EX WORKS, Incoterms 2010). The chosen commercial term will be interpreted in accordance with the Incoterms edition stated in the Contract.

3.5. The Seller will deliver the products of an amount and quality established in the Contract, and with the type of packaging expected in it and in the absence of a clause to the contrary, with the type of packaging that the Seller uses at each moment for that kind of merchandise. Notwithstanding the foregoing, the products will be subject to the Seller's internal rules on tolerance and classification.

3.6. The Price indicated by the Seller will be valid and final, insofar as a validated and standardized scale has been used in accordance with the regulations of the country where the products have been manufactured or dispatched. The Purchaser will be entitled to request in writing a weigh ticket. Unless otherwise agreed, order's delivery tolerances in a quantity for each type and total quantity of +/- 20% over the requested quantity for deliveries below 100mt/position and of +/- 10% for deliveries equal to or over 100mt/position.

4.- PRICE AND PAYMENT CONDITIONS

4.1. In the absence of an agreement in writing, the price applied will correspond with the net value of the factory, not including in it the packaging, freight and/or transport costs, nor any other costs or taxes that may be levied on the sale of the products at the date of the delivery date.

4.2. The price indicated in the quotations, estimates or other documents issued by the Seller before the acceptance of delivery, not binding on the Seller. The final price will be the one applied at the date of acceptance of delivery contained in the Order Confirmation, and will be exclusively valid for the entirety of the accepted price and the accepted conditions.

All deliveries will be subject to the Seller's commercial risk policy.

4.3. The Seller may adjust up the price of the products between the date of the Order Confirmation and the date of payment as a consequence of: (i) alloy surcharge and variation of the international prices of the raw materials of the products, or of its supply conditions; and/or: (ii) additional costs relating to the products or their supply, such as unforeseen production costs, increase of components' costs, freight rates, duties, etc. The Purchaser will assume said price increases, and/or (iii) regulatory changes imposing new obligations or modifying the existing obligations arising from an increase of costs and/or Seller's direct or indirect costs in the development and performance of the contract, not being possible to automatically pass said measures onto the delivery prices, increasing the contract price.

In case that said increase occurs in the period between the delivery order of the products concerned and the date of the Order Confirmation, the Purchaser shall be entitled to cancel that order in the seven (7) days following the Seller's notification in writing of said increase. After this period has elapsed without the Purchaser's communication to cancel, the Purchaser shall be deemed to have entirely agreed to the new conditions.

4.4. The payment price of the products concerned will be verified within the agreed time-limit and the formal set out, with the Purchaser bearing all the costs arising from the chosen payment method. The chosen payment method will be presumed to be the one contained in the Order Confirmation and the payment period contained in the invoice. In the absence of agreement, the payment of the products will be made by transfer to the bank account indicated by the Seller, no later than 30 natural days from the date of the corresponding invoice. The payments made by check, note or letter of credit will require the Seller's prior approval, and will be deemed made subject to payment. The payment of the price will be made in its entirety, with partial payments not admissible. Payment will not be deemed made until the corresponding sum has been effected to the Seller's bank account or to a person or entity authorized for collection and who may dispose of it effectively. In any event, payment costs and discount costs will be borne by the Purchaser.

The Purchaser shall not set off costs or withhold payments without the Seller's prior approval or without the Seller's express acknowledgment of the credit that the Purchaser, where it corresponds, may hold.

The Seller will have the option to submit the invoice to the email address indicated by the Purchaser, who accepts to receive the invoice of the products price in electronic format. Notwithstanding the foregoing, the Purchaser may request at any time the submission of the invoice in paper.

4.5. If there were reasonable grounds to doubt Purchaser's solvency and if the Purchaser denied it, in spite of the Seller's request to make advance payment or to submit guarantee of compliance with its bank payment obligations or any other payment for the same amount will be sufficiently accepted by the Seller, the Seller may at any time: (i) freely rescind the Contract for those deliveries not yet made or (ii) suspend performance thereof. The Seller will immediately notify its termination or suspension, granting the Purchaser a reasonable time to effect payment or submit its guarantee. If the Purchaser does not do so within the time prescribed, the Seller will have the same rights as under Condition 4.8.

4.6. In the situations foreseen in Conditions 4.5 or 4.8, if the Seller had already dispatched the products, the Seller will be entitled to avoid its delivery to the Purchaser, even if the Purchaser held a document entitling them to obtain the products concerned.

If the Seller terminates the Contract in accordance with Conditions 4.5 or 4.8, the Purchaser will lose the right to sell the products subject to reservation of title as established in Condition 6, with the Seller entitled to forbid their sale and processing,

and with the right to demand the Purchaser to return them or to send them to another destination. Notwithstanding such termination or request, the Purchaser will pay the Seller the price of the products dispatched prior to that termination or suspension.

4.7. In case of failure to comply with or delay of payment by the Purchaser, the Purchaser will from that moment remain in arrears and the Seller will have the right to apply the legal interest foreseen in Act 3/2004 (of 29 December, establishing measures to fight late payment in commercial transactions) upon the owed amounts. Likewise, the Purchaser will bear all the costs arising from said non-compliance, including the payment request costs and the solicitor and lawyer costs.

Late payment of any owed amount for a period of more than two weeks will automatically give rise to the accrual or anticipated expiry date corresponding to the deferred payment, and will entitle the Seller to immediately invoice of such amount.

4.8. The Seller will have the right to choose between the mandatory specific performance of the Contract and its termination if the Purchaser failed to comply with its payment obligations or any other obligations stemming from the Contract, or any other contract entered into with any of the subsidiaries or any other companies of its corporate group.

5.- FORCE MAJEURE

5.1. The Seller shall not be held liable for any delay or default in the delivery that is owed to force majeure reasons or negligence of the Purchaser, third parties or the forwarding company. In such event, the Purchaser herewith expressly waives its right to terminate the contract as well as its right to claim any damages caused by said delay or default. The Purchaser shall in any case bear the costs deriving from the delay or default in delivery.

5.2. Force majeure shall be deemed to amount, regardless of any disposition contained in the applicable law, to any circumstance independent of the Seller's will that temporarily or permanently bars the performance of the Contract, including but not limited to the following events: (i) boycotts, strikes or lockouts, production shutdown and occupation of factories and facilities; (ii) acts of public authority, whether legitimate or not, for which the Seller has not accepted bearing the risk in accordance with the Contract; (iii) lack of workforce, energy or raw materials; (iv) communications restraints; and (v) delays or non-compliance attributable to subcontractors.

5.3. The Seller may suspend the enforcement of the Contract, not amounting to a contractual breach in any case, for events that may not be foreseeable or which, being foreseeable, were unavoidable and may jeopardize or bar said enforcement while those events remain in force. The Seller shall notify in writing the suspension of the Contract to the Purchaser and, should this last more than five (5) consecutive weeks, any party may terminate it in writing in advance, without prejudice to the Seller's right to obtain the price of the part of the products dispatched to the Purchaser prior to the suspension of the Contract, and to be reimbursed for any other costs in relation to the Contract due before its termination.

6.- RETENTION OF TITLE

6.1. The delivered products will become the Purchaser's property from the moment the Purchaser has paid the amounts or debts arising out of the commercial relationship with the Seller, including accessory claims, indemnity rights and payment of checks, notes or letters of credit, without prejudice to their delivery and transmission of their risk onto the Purchaser.

6.2. The Purchaser will have to reasonably cooperate with the Seller with relation to any measure that the Seller wish to adopt for the protection of the delivered products and/or with respect to its property rights over said products. The Seller may demand the return of the sold merchandise with retention of title without having to fix an special period or without cancelling the Contract, in case the purchaser delays the fulfillment of its obligations. In case the Seller cancels the Contract, the Seller may seek compensation from the Purchaser for the time in proportion to the time of use of the merchandise.

6.3. In case a third party seeks seizure of the delivered products subject retention of title, or whether they seek to constitute or exercise any rights over said products, the Purchaser shall immediately notify such event to the Seller in writing.

6.4. Insofar as the delivered products are subject to retention of title, the Purchaser will only have the possibility to transform or process said products in the normal course of business. The Purchaser will not have the possibility to pledge nor encumber in any way the products subject to retention of title. In case of transformation or processing of the products herein referred to, the seller will become the joint owner of the goods directly or indirectly resulting from such process and the Purchaser shall have to preserve said products for the Seller.

6.5. In case the Seller, in spite of the provision set forth in the preceding paragraph, does not acquire property of the goods transformed or processed by the Purchaser, the Purchaser shall provide to the Seller any necessary cooperation for the constitution of a non-possessory pledge over the corresponding products in the benefit of the Seller.

6.6. To preserve the rights of the Seller stated above, the Purchaser shall assign to the Seller in advance all the rights it acquires in case of reselling the products subject to retention of title together with any accessory or security rights.

6.7. If the purchaser fails to fulfill its payment obligations or does fulfill them in time or if there are reasonable grounds to believe that such a situation might arise, the Seller may withdraw or request withdrawal of the delivered products subject to retention of title referred to in Condition 6.1, the products referred to in Condition 6.4 as well as any of the products referred to in Condition 6.5 subject to a non-possessory pledge kept by the Purchaser or a third party tasked with preserving the products on the Purchaser's behalf.

6.8. The Purchaser shall store the delivered products subject to retention of title with due diligence, adequately securing said products against any risk of fire, theft or any other type of damages.

7.- COMMERCIAL GUARANTEE

7.1. All products under the scope of the GCS are deemed suitable for distribution and free of charges and third-party rights.

7.2. The guarantee of the products concerned shall be subject to the terms of this Condition, excluding any other type of guarantee from the Contract. In particular, it is not guaranteed that the products: (i) are suitable for the specific uses declared or not by the Purchaser; (ii) conform to the samples delivered by the Seller, thus not amounting to sample-based sale; (iii) are free of defects arising from the materials, specifications or information supplied by the Purchaser; (iv) are suitable for use unless such products have been adequately handled or stored or, where it corresponds, processed using the adequate machinery or under the adequate conditions; (v) are suitable for use in the nuclear industry.

7.3. En cualquier caso, el Comprador debe examinar los productos inmediatamente a su recepción en el lugar acordado, con el fin de determinar: (i) si han sido dañados en tránsito; y (ii) que son de la calidad, cantidad y peso señalados en la Confirmación de Pedido o en el albarán de entrega. El Comprador no podrá realizar reclamación alguna si no lleva a cabo la inspección referida en el acto de la entrega y lo comunica al Vendedor inmediatamente. Si el Comprador examina los productos a su contento, renuncia a la comprobación o simplemente no realiza ninguna comprobación al tiempo de recibirlos, los productos objeto de pedido se entenderán recibidos a su plena satisfacción y el Comprador no tendrá derecho a reclamar al Vendedor alegando vicio o defecto de cantidad o calidad en los productos.

7.3. In any event, the Purchaser shall immediately examine the products upon receipt in the agreed place, with the purpose of determining: (i) whether the products have been harmed in transit; and (ii) the quality, amount and weight of the products correspond with the Order Confirmation or delivery note. The Purchaser shall not be able to make any claim unless it has conducted the concerned examination at the time of delivery and immediately communicates this to the Seller accordingly. If the Purchaser is satisfied upon examination of the products of the Contract, waives its examination or merely fails to conduct any examination at the time of receipt, the Purchaser shall be deemed to be satisfied with the received products corresponding with the delivery order, and accordingly the Purchaser will not have any right to claim the Seller on the basis of defects or faults relating to the quantity and quality of the products.

Any damages suffered by the products in transit will be stated in the forwarding agent's delivery note.

7.4. Should any defect be found, the products shall not be processed, and the Purchaser, pursuant to its duty to mitigate the damages suffered, shall store and make them available for the Seller or the person designated by the Seller for its verification. The Purchaser shall otherwise lose its right to make a claim for that defect.

7.5. The guarantee attached to the product shall consist, at the Seller's choice, of (i) the reparation or replacement of the defective product or element by an equivalent product, or another product of similar specifications, or (ii) the reduction of price in proportion to the defect, or (iii) to terminate the sale of the defective products, with each party returning their respective service. The exchanged products or components shall become the Seller's property. The Seller shall bear the transportation costs. The Purchaser shall bear any other costs such as labor, assembly and dismantling.

The products subject to complaint shall only be returned upon the Seller's prior express consent.

7.6. The Purchaser shall notify the Seller in writing the existence of any defect detected in its products (i) immediately after being found from the moment the Purchaser was aware of that defect, or (ii) when such defect should have been reasonably been found, and (iii) in any event, within the three (3) months following the date of delivery. The notification shall contain all the precise information regarding the product (indicating the delivery information, date of invoice and date of delivery note) and the description of the detected defect. Should the Purchaser fail to make that notification within the prescribed period, the Purchaser shall lose the products' warranty coverage as well as the restitution of the defective elements.

The notification of the defects does not entitle the Customer to suspend or delay the fulfillment of its own obligations.

7.7. Notwithstanding the foregoing, the Seller will be entitled to investigate the complaint and to demand all necessary evidence from the Purchaser. Providing that as a result of the investigation it is proved that the notified defect does not exist, or that the Seller is not liable for that defect, the Seller will be entitled to claim the Purchaser the reimbursement of the costs incurred as a result of that complaint.

7.8. The Purchaser will not be entitled to any other compensation or claim different from those indicated in this Condition 8, which absorbs and is within the limits prescribed by Condition 9.

8.- ASSIGNMENT

The Purchaser shall not assign, encumber or anyhow transfer the Contract, nor any right or obligation arising out thereof, without the Seller's prior consent in writing.

9.- LIABILITY

9.1. The Seller's liability arising from the Contract, including liability for lack of or delay with respect to the delivery or for defects in the delivered products, will be limited to the net invoice product excluding taxes, duties, insurance premiums and other costs

different from those of the merchandise itself. This limitation will be likewise applicable to the Seller's liability arising from any fact unforeseen in the Contract or in these GCS.

9.2. The Purchaser is expressly precluded from claiming compensation for the damages caused, including claims for non-contractual damages, against the Seller and its executive staff or technical staff in case its originating cause is not attributable to their fault or negligence or to the failure to comply with an essential obligation arising from the Contract. The Seller shall not be held liable for any delay or lack of compliance with its own obligations arising from the Contract if that delay or lack of compliance is attributable to other circumstances beyond its reasonable control.

9.3. Except in case of willful intent, the Seller shall only be held liable for the actual damages that it effectively and directly caused, without including, in any event, compensation for loss of profit, business losses (including, for this purpose, loss of profit, loss of income, loss of contracts, loss of foreseen savings, loss of data, loss of goodwill or other unnecessary incurred costs), indirect damages or consequential damages, including damages for the stoppage of the activities of the Purchaser, which the Purchaser or a third party may suffer as a consequence of the acts or omissions of the latter, as well as its employees and representatives with relation to the Contract or the products.

9.4. The technical specifications of the products will generally be deemed to be those specified in the Seller's description. In this regard, the technical advice offered by the Seller in relation to the assembly and application of the products must be considered merely indicative and in case shall not give rise to liability of the Seller. Consequently, said advice does not exempt the Purchaser from the examination and its own control of the products supplied by the Seller with the purpose of verifying their suitability for the foreseen procedures and objectives. The assembly, application and transformation of the products is to be performed without the control and supervision of the Seller, which shall be the sole responsibility of the Purchaser.

9.5. The right to claim any possible compensation for damages will be time-barred after twelve (12) months from the date of the event or events giving rise to such damages and for which the Seller is liable, except in case of willful intent, in which case the legal statute of limitations shall apply. The Seller shall only be held liable if the Purchaser notifies the Seller in writing, determining in sufficient depth the nature of its claim and the amount claimed, within the prescribed period.

10.- MISCELLANEA

10.1 The Seller may not exercise any of its rights or powers conferred in this document, which does not imply in any case any waiver of such rights and powers, unless such waiver is made in writing. The Seller's omission to claim the strict performance of any contractual provision in one or more occasions shall not deprive the Seller of its right to claim in writing the strict performance of such contractual provisions thereafter.

10.2 Should any condition contained in these GCS to be declared, whether entirely or partially, null and void or ineffective, such nullity or ineffectiveness shall only apply to the provision or part thereof declared null and void or ineffective, thus remaining the rest of conditions otherwise in force, therefore the concerned condition or part thereof will be deemed removed.

10.3 Every notification that must or may be given in accordance with the Contract, will have to be made in writing by any means that registers the date, content and receipt by the addressee, directed at the persons and places indicated in the Contract or notified by the parties. Communications and every other document in the Contract will be written in the language of the Contract.

10.4 The Seller hereby reserves its right to unilaterally modify at any time these GCS. Any modification of these GCS shall be communicated by the Seller to the Purchaser within at least 30 natural days from its entry into force, and the Purchaser may oppose to it in writing within 30 days from the receipt of said communication.

11.- APPLICABLE LAW AND JURISDICTION

11.1 The Contract (and henceforth these GCS) shall be governed by Spanish legislation.

11.2 The parties expressly and voluntarily submit to the jurisdiction of the courts of Madrid (Spain) for the resolution of any controversy arising out of the Contract (and consequently these GCS), expressly waiving any other jurisdiction which may correspond.