



SALES TERMS AND CONDITIONS OF TAPE MANUFACTURING GLOBAL SOLUTIONS S.L.

1. General points.

1.1.- Products sales made by Tape Manufacturing Global Solutions S.L. or TMG Solutions S.L.(hereinafter referred to as the Seller) are regulated by the present Sales Terms and Conditions, except when expressly agreed otherwise in the respective individual offer or in the acceptance of the order that regulates its own particular conditions. Therefore, any other conditions that have not been expressly accepted by the Seller have, for all intents and purposes, no legal value.

1.2.- The present Sales Terms and Conditions are deemed to have been notified to the Buyer from the time They are informed of the website where the Conditions are placed or the time They receive an offer from the Seller, reporting the existence of this Conditions. Alternately, the Conditions are deemed to have been informed to the Buyer if They received them previously in the course of Their trading relationship with the Seller and it shall be deemed, in all these cases, to have been accepted by the Buyer, for all intents and purposes, when placing an order.

2. Intellectual and industrial property.

The intellectual and/or industrial property of the supply, in all cases, and the information attached, as well as the intellectual and/or industrial property of the goods subject to the Supply and of the elements, plans, drawings, software, etc., incorporated or relating to it, belongs to the Seller or its providers; therefore, it is expressly prohibited its use by the Buyer for other purposes different to the contract requirements, as well as its copy, totally or partially, or the transfer of its use in favour of third parties without the prior written consent of the Seller.

3. Orders formalisation and sales range.

3.1.- The range of the sale must be clearly specified in the order of the Buyer. To be considered effective, each order must be accepted expressly by the Seller, except where, due to periodica sales, this requirement has been removed by mutual agreement.

3.2.- The sale only includes the goods and/or services subject to the order, except when, once accepted by the Seller, in the order of the Buyer are explicitly included some additional documents, information, support or services.

3.3.- Weights, measurements, capacities, technical specifications and settings related to the products of the Seller, that are included in catalogues, brochures, prospectuses and technical literature, are indicative and not binding, except for a fixed specification of the Buyer, accepted by the Seller, which must be part of the documents of the order.



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3.4.- Modifications and/or changes of range, deadlines or the rest of the terms of an order, proposed by one of the Parties, must be notified always in writing to the other Part and they must be approved by Them in order to be valid. It shall be also considered as modifications and/or changes all those caused by changes in the applicable legislation, regulations and rules, made after the date of submission of the corresponding order; if such modifications and/or changes impose extra duties or additional onerous responsibilities on the Seller, It shall have the right to a fair adjustment of the contractual terms that fully reflects the consequences of the new or modified law or regulation. 3.5.- Offer requests and/or purchase orders shall be accompanied by the manufacturing drawings, if any, in the corresponding revision.

4. Prices.

4.1.- Sale prices are net prices and exclude VAT and any other charge, duty or fee that shall subsequently affect the invoice with the corresponding rates. Sale prices do not include transport, loading or insurance and are considered to be delivered in the installations of the Seller, unless otherwise stipulated in the order or otherwise agreed by the Buyer and the Seller due to Their trading relationship. These prices are only valid for the order that concerns the totality of the materials specified in the offer.

4.2.- In the case of offers prior to the order, the prices offered have a validity of a month and in this period they shall be considered as fixed prices in the payment conditions specified in the offer, unless imported goods have been offered, which are subject to currency exchange contingencies or to duties and taxes payment, in which case, the offer price would be adjusted in accordance with such variations.

4.3.- The prices listed in the offer apply for the payment conditions specified in it. If these payment conditions are modified, the prices in the offer would be revised.

4.4.- Once the order has been accepted by the Seller, the sale prices are considered as fixed and are not subject to revision. However, a prices revision would be applicable when:

- a) It has been agreed between the Buyer and the Seller.
- b) At the request of the Buyer, the sale range has been modified and, in general, when any variation and/or modification is made in accordance with what has been established in the present Conditions.
- c) Prices have been quoted in a currency other than EURO to the extent that it has experienced a parity variation in regard to EURO from the date of the order to the contractual date of invoice of each landmark.



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d) The Buyer has unilaterally suspended or determined the sale subject of the order.

5. Payment conditions.

5.1.- The offer of the Seller or, in the case it does not exist, of the order made by the Buyer and accepted by the Seller shall include the price payment conditions. Conditions previously specified under an agreement of ongoing trading relationship between the Buyer and the Seller may also be applied.

Such payment conditions must abide by in accordance with the Spanish Act 15/2010 of 5 July, of modification of Act 3/2004 of 29 December or the current law in its case, on combating late payment in commercial transactions, without exceeding in any case the maximum deadline set on it.

5.2.- If not agreed otherwise, the time for payment shall be of sixty (60) days from the date of delivery of the corresponding goods by the Seller.

5.3.- Payment shall be made under the agreed conditions, into the bank account of the Seller or by any other agreed procedure. Payments shall be made without any deduction, such as non-agreed withholding, discounts, expenses, taxes or fees or any other deduction.

5.4.- If for reasons beyond the Seller, the delivery, assembly, setting up or reception of the purchased goods are delayed, the contractual payment conditions and deadlines shall persist.

5.5.- In case of a payment delay by the Buyer, They will have to pay the Seller, without any request and from the payment due date, the interest on late payment, which shall be calculated in accordance with the Article 7 of the Spanish Act 3/2004 of 29 December or the corresponding current law. The payment of this interest shall not excuse the Buyer from the obligation to pay the rest of the payments under the agreed conditions.

5.6.- In case that the Buyer incurs delays in the agreed payments, the Seller may, at its own discretion, provisionally or definitively cease the delivery of the purchased good or the services associated to it, irrespective of requiring the Buyer the completion of delayed payments and of claiming, in the case, for additional compensations due to this suspension of the delivery or the agreed services.

5.7.- Addressing a claim, does not give any right to the Buyer to the suspension or deduction against the concerned payments.

5.8.- Goods or services subject to the order shall be delivered with a reservation of title in favour of the Seller, up to the full compliance of the payment obligations of the Buyer, that is bound to cooperate and to take all necessary and appropriate measures, as well as those proposed by the Seller, to protect its ownership of such goods and/or services.



6. Time and conditions of delivery.

6.1.- The time of delivery is understood to be the time for the purchased material to be delivered into the place and under the conditions specified when accepting the order. In case of no specifications, the place of delivery shall be the factory or warehouse of the Seller. To make the time of delivery compulsory for the Seller, the Buyer must have strictly met the payment, if applicable.

6.2.- The time of delivery shall be modified when:

- a) The documents necessary for the delivery of the good/service subject to the sale are not delivered on time by the Buyer.
- b) The Buyer requires some modifications in the order, which are accepted by the Seller and that, from the Seller point of view, require an extension of the time of delivery.
- c) To make the delivery, the execution of work by the Buyer or Their subcontractors is essential and has not been executed on time.
- d) The Buyer has failed to comply with any of the contractual obligations of the order, specially those regarding payments.
- e) For reasons non-directly attributable to the Seller, is there any delay in the production or availability of all or some of the elements of sale. On an illustrative but non-limitative way, the following causes of delay are included: strike within the suppliers, transports and services, breakdowns in third-party supplies, failures in transport systems, floodings, storms, disturbances, strikes, strike within the staff of the Seller or its subcontractors, sabotages, accidental stoppages at the factory of the Seller due to breakdowns, etc. and force majeure existing under the current law.
- f) The Buyer has unilaterally suspended the delivery subject to the order.

In the cases cited above, the postponement of the time of delivery shall not affect the sale payment schedule.

6.3.- In case of a delay, directly attributable to the Seller, of the delivery of the goods or services subject to the order, the Buyer shall apply the penalty previously agreed with the Seller. Such a penalty is the only action for damages possible for delays.



7. Packaging, transports.

7.1.- Except in the case of previously agreed with the Buyer, the packaging of the goods and/or services subject to the Supply shall not be subject to a late fee on the sale price. They are non-returnable. Under the Spanish Royal Decree 782/98 of 30 April, Article 18, and Act 11/1997 of 24 April, or the corresponding current law on Packaging and packaging waste, as the final recipient of our packaging, The Buyer is responsible for giving the most adequate environmental treatment to it (recovery, re-use and recycling).

7.2.- Unless agreed otherwise with the Buyer, costs and risks of transport, including load and unload, shall be met by the Buyer, so the Seller shall remain out of any claims for damages or harm in delivery, as is the Buyer who must assume such risks.

7.3.- If goods are ready to be delivered, or alternatively, awaiting for the agreed proofs, and the Buyer does not pick them up or does not come to an agreement with the Seller to store them into its facilities under the agreed conditions, all expenses resulted by the storage, assessed under scrutiny by the Seller, shall be borne by the Buyer, who shall also assume all risks that may affect the stored material.

8. Inspection and reception.

8.1.- Unless otherwise stated in the offer of the Seller or in the order of the Buyer accepted by the Seller, the Seller shall carry out the inspections and tests during the production and the final inspection prior to the delivery of the purchased goods. Any additional tests required by the Buyer must be specified in the order, detailing the applicable regulation and the place and company, if any, where such tests shall be carried out. These additional tests must be approved by the Seller and carried out by the Buyer.

8.2.- Once the purchased goods has been received, the Buyer shall verify the content within not more than 15 days of its reception, to check possible defects and/or faults attributable to the Seller, in which case, the existence of such defects or faults needs to be notified immediately to the Seller.

8.3.- If the sold item presents defects and/or faults attributable to the Seller, the Seller shall take all necessary steps to remove them.

8.4.- Unless the Seller and the Buyer have established the conditions and dates for acceptance tests, as set out in paragraph 8.1, after 15 days from the reception of the purchased item by the Buyer without any written communication on possible defects or faults received by the Seller, the sale shall be considered to have been accordingly accepted and the warranty period shall start from that moment.



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8.5.- For all intents, the purchased item shall be considered as received by the Buyer if, acceptance tests having been agreed, they are not carried out within the stipulated period for reasons not attributable to the Seller or if the Buyer starts to use the purchased item.

9. Return of materials. Complaints.

9.1.- In no case shall the Seller admit the returns of materials without previously agreed with the Buyer. The Buyer has 15 days from the reception of the purchased item to notify the Seller its intention of returning it and to justify this return, as well as to agree with the Seller how to proceed, in its case. In any case, the complaints of the Buyer to the Seller must be done in writing and reliably.

9.2.- Charges of returns or deliveries of material to the facilities of the Seller, either to its payment, replacement or reparation, must be always paid in advance.

9.3.- In case of a return due to a mistake in the order or other causes beyond the Seller, a 10% of the net value of the returned material shall be charged on the basis of participation in the revision and preparation costs.

10. Warranties.

10.1.- Unless otherwise expressly stipulated in the offer or the acceptance of the order, the Seller guarantee for a period of a year from the delivery date that the sold items are free from material, manufacturing or assembly defects, either explicit (acceptance tests completion, agreed between the Seller and the Buyer and supply acceptance writing sending), or unwritten (15 days after the delivery to the Buyer without written communication to the Seller pointing out any nonconformity).

10.2.- Warranty expressed in section 10.1 includes the reparation or replacement (to the choice of the Seller) of the elements recognized as defective, either due to material defects or manufacturing or assembly defects. Reparations shall be carried out in the factories of the Seller. However, the reparations and replacements of the defective element may be agreed to be carried out in the facilities of the Buyer.

10.3.- The reparation or replacement of a defective element of a delivered item does not change the initial date of the warranty period of the goods set delivered. It shall be indicated in section 10.1. However, the repaired or replaced element shall have a year of warranty from its concrete reparation or replacement.



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10.4.- When the warranty expressed in section 10.2 consists in a replacement that, in case of urgency, needs to be done immediately, the Buyer undertakes to return the defective piece or element in the shortest possible timeframe. In this case, the return of the replaced goods shall remain at the expense of the agreement between the parties.

10.5.- The Seller shall in any case be responsible for the reparations carried out by staff external to its organization.

10.6.- The warranty does not include, and shall additionally be considered as expired, the damages and defects due to an inappropriate conservation, use or application, erroneous or negligent storage or use, overuse, use of inadequate liquids and gases as well as inadequate flow or pressure, defective assembly, changes in the quality of the power supply (voltage, frequency, disturbances, ...), modifications introduced in the delivery without the approval of the Seller, installations made or modified afterwards without following the technical instructions of the product and, in general, any other causes attributable to the Seller as well as the infringement of the products storage conditions.

11. Limitation of liability.

The liability of the Seller, its agents, employees, subcontractors and suppliers for the complaints due to the compliance or infringement of its contractual obligations, shall not surpass the contractual basic price and shall not include in any case damages derived from the lost profits, loss of income, production or use, capital costs, costs of inactivity, delays and customers complaints to the Seller, costs of alternative energy, loss of estimated savings, increase in the operating costs or any other special damages, indirect or consequential or losses of any kind.

The limitation of liability included in the present clause shall prevail over any other contained in any other contractual document that may be contradictory or incongruous with it, except that such forecast limits to a larger extent the liability of the Seller.

12. Limitation of export.

The Buyer admits that the item sold by the Seller may be subject to local or international provisions and regulations related to the export control and that, without the authorization to export or re-export of the competent authorities, it is not possible to sell or rent them or to transfer their purchase, neither to use them to any other purpose different from the one agreed. The Buyer is liable for the compliance of such provisions and regulations.

13. Applicable law. Submission to jurisdiction and competence.



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The present Conditions shall be subject to, and interpreted in accordance to, the Spanish legislation. The Parties expressly refuse to any other jurisdiction that may correspond and are submitted to the jurisdiction and competence of the Tribunals and Courts of the capital of Barcelona.

14. Force Majeure

14.1.- In the case that the Seller is unable, totally or partially, to comply with Its contractual duties due to Force Majeure, the compliance of the affected obligation(s) shall be suspended, with no liability by the Seller, for the time reasonably necessary in accordance to the circumstances.

14.2.- Force Majeure shall be understood as any cause or circumstance beyond the reasonable control of the Seller, including a expositive and non-limitative way, strikes within the suppliers, transports and services, breakdowns in third-party supplies, failures in transport systems, natural disasters, floodings, storms, disturbances, strikes, labour disputes, strike within the staff of the Seller or its subcontractors, sabotages, acts, omissions and interventions of any kind of government or agency of the same, accidental stoppages at the factory of the Seller due to breakdowns, etc. and rest of force majeure existing under the current law affecting directly or indirectly the activities of the Seller.

14.3.- When Force Majeure occurs, the Seller shall inform the Buyer with the briefest possible timetable, expressing the cause and its foreseeable duration. Likewise, It shall inform the cease of the cause, specifying the time when the suspended obligation(s) due to this reason shall be completed. The existence of a Force Majeure event shall give the Seller the right to a reasonable extension of the delivery date.

14.4.- In the case the Force Majeure cause lasts longer than three (3) months, the Parties shall consult each other to find a fair and adequate solution to the circumstances, considering the difficulties of the Seller. If a solution is not found within the next 30 days, the Seller may consider the order to be resolved, with no liability by Its part, through a written notice to the Buyer.

15. Confidentiality

The Parties must confidentially treat all the documents, data, materials and information provided by each other and must not reveal them to third parties or use them for any other purpose different to the compliance and development of the sale, unless it is determined previously by a written consent of the other Part.

The cited above is not an obstacle for the Seller to provide the name of the Buyer and the sale basic data as a part of its commercial references.

16. Termination



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16.1.- Any of the Parts may immediately terminate the order through a written notification to the other Part, if the other part does substantially fail to comply with it. In order to constitute substantial non-compliance, the Party accused of said non-compliance must have been notified in writing previously and failed to comply within a thirty (30) days period of said notification.

Likewise, the following categories shall be cause of termination:

- Winding-up and/or liquidation of any Parties, except in case of merging operations carried out inside the Group each one belongs.
- Cessation of activity of one of the Parties.
- Force Majeure event lasting for more than three (3) months from the receipt of either Parties of first written communication sent by the affected Party referred to in Clause 14.
- Any other grounds of judgement expressly enunciated in other Clause of this Terms and Conditions.

16.2.- In the event of a termination for a reason attributable to the Seller, the Buyer: Will pay to the Seller the amount corresponding to the value of the goods and/or services provided according to the prices defined in the order. Shall have the right, but not the obligation: to acquire undelivered goods and/or services, paying the amount once they have been delivered, and to subrogate Itself in the orders issued by the Seller to their suppliers and/or subcontractors. Shall be entitled a compensation for the damages and issues that may suffer as a consequence of the non-compliance by the Seller, within the limits laid down in Clause 11 of this Terms and Conditions.

16.3.- In the case of termination due to a cause attributable to the Buyer, the Seller shall have the right to receive: The cost corresponding to the value of the goods and/or services already delivered under the prices established in the order. The cost of the goods and/or services remaining undelivered that the Seller is obliged to receive from its subcontractors and/or suppliers, once they are delivered to the Buyer. The cost of the cancellation of the orders issued by the Seller to its suppliers and/or subcontractors, when such cancellation is possible. A compensation for other damages and issues that may suffer as a consequence of the infringement by the Buyer.

16.4.- In the case of termination due to Force Majeure, the Seller shall have the right to receive: The cost corresponding to the value of the goods and/or services already delivered under the prices established in the order. The cost of the goods and/or services remaining undelivered that the Seller is obliged to receive from its subcontractors and/or suppliers, once they are delivered to the Buyer. The cost of the cancellation of the orders issued by the Seller to its suppliers and/or subcontractors, when such cancellation is possible.