

1. SCOPE

These Terms and Conditions are a legal agreement (hereinafter the "AGREEMENT") between INGELABS S.L. (hereinafter "INGELABS") and you (hereinafter the "CUSTOMER"), which governs the sale of products and services by INGELABS to the CUSTOMER.

2. GENERAL

- i) All orders are accepted by INGELABS subject to and in accordance with these Terms and Conditions. These Terms and Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between INGELABS and the CUSTOMER, or set out in the CUSTOMER's standard terms and conditions or purchase orders. Together with any terms explicitly accepted by INGELABS in connection with an order, these Terms and Conditions constitute the entire agreement between INGELABS and the CUSTOMER in relation to the order. No variation to these Terms and Conditions is permitted unless expressly authorised in writing by an authorized representative of INGELABS.
- ii) INGELABS sells products and services to business customers, and not to consumers. By ordering, the CUSTOMER confirms that he, she or it wishes to obtain the products or services ordered for the purposes of his, her or its business and not as a consumer.
- iii) INGELABS and the CUSTOMER are independent contractors and nothing in this AGREEMENT shall be construed to establish a joint venture, partnership, agency, franchise, representative, or employment relationship between the parties. Neither party has the authority to bind the other or to create or assume any obligation on behalf of the other.

3. ORDERS AND QUOTATIONS

- i) Unless stated otherwise, any quotations from INGELABS are invitations to tender, non-binding in nature, and subject to change at any time.
- ii) Any order submitted by the CUSTOMER is an offer to purchase goods or services from INGELABS in accordance to these Terms and Conditions, and is subject to acceptance by INGELABS. Submission of an order by the CUSTOMER does not form a contract, even if INGELABS has previously generated a quotation.
- iii) Contracts between INGELABS and the CUSTOMER will come into effect only upon INGELABS' acceptance of the CUSTOMER's order, be it by means of written confirmation or by actual execution of the order.
- iv) Once accepted, no orders can be cancelled unless expressly authorised in writing by an authorized representative of INGELABS.

4. PRICES

- i) Prices charged will be those in effect at the time of ordering.
- ii) Unless stated otherwise, all prices are exclusive of Value Added Taxes (VAT). When applicable, VAT will be added to the selling price at the time of invoicing.
- iii) Unless stated otherwise, all prices are Ex Works (EXW) INGELABS Málaga, SPAIN, as defined by Incoterms 2000. "Ex Works" means that the seller fulfills his obligation to deliver when the goods are made available at his premises to the buyer. Prices do not include shipping and insurance costs, custom duties and import taxes, or any other fees or charges. These costs are the responsibility of the CUSTOMER. Prices do not include any installation and maintenance costs.

5. PAYMENT

- i) All orders must be paid in advance, except where an open account credit is established and maintained to INGELABS' satisfaction. All payments shall be made by a pre-arranged method of payment acceptable to INGELABS.
- ii) Upon request by the CUSTOMER, INGELABS may at its discretion consider establishment of an open account credit, after evaluation of the CUSTOMER's financial situation and creditworthiness. If credit is granted, any amounts above the credit limit shall be paid in advance. Any amounts within the credit limit shall be paid no later than the payment due date stated on each invoice.
- iii) INGELABS reserves the right to declare all or parts of any outstanding amounts immediately due and payable in full if the CUSTOMER fails to meet any of its obligations to INGELABS, including its payment obligations and its obligation to fulfill the conditions upon which the credit was granted. INGELABS reserves the right in its absolute discretion to reduce or suspend any credit limit or modify any credit terms at any time, either in connection to a specific order or for all outstanding and subsequent orders.
- iv) If the CUSTOMER defaults on any payment under this AGREEMENT, or if the CUSTOMER becomes bankrupt or enters administration or goes into liquidation, or ceases to pay its debts in the ordinary course of business or cannot pay debts as they become due or is deemed to be unable to pay its debts, INGELABS without prejudice to other remedies shall have the right to suspend or cancel any outstanding orders, and to terminate this AGREEMENT. Such termination shall not relieve the CUSTOMER from its obligation to pay any outstanding amounts.
- v) On any overdue invoice, INGELABS reserves the right to charge interest from the payment due date to the date of payment at a rate of 1,5% per month, along with any collection costs, attorney fees, court costs, and other expenses incurred due to the delayed or outstanding payment.

6. DELIVERY

- i) Unless otherwise agreed in writing, INGELABS is entitled to make partial deliveries and each delivery shall be deemed to be an independent contract subject to these Terms and Conditions of sale.
- ii) Unless stated otherwise, any delivery or shipping dates are approximate only and merely represent INGELABS' best estimate of the time required to make delivery or shipment. INGELABS will use all reasonable efforts to meet the delivery or shipping dates. However, failure to meet such dates shall not constitute a breach of this AGREEMENT, and INGELABS shall not be liable for any delays.
- iii) Risk of loss or damage during shipment is upon CUSTOMER. Any claims related to missing boxes in the shipment, evident damage to the outer packaging, or any other loss or damage during shipment shall be made directly to the transport agency, and not to INGELABS.
- iv) The CUSTOMER shall inspect the contents of the shipment and verify that the products are in optimal condition promptly upon reception. Any defects, shortages or discrepancies shall be notified to INGELABS in writing within one week from the reception date. Failure to give timely notice, in writing, in accordance with this paragraph shall bar any claim with regard to the same and shall constitute irrevocable acceptance of the products by the CUSTOMER.
- v) CUSTOMER's exclusive remedy for defects, shortages, or discrepancies created by INGELABS shall be limited, at INGELABS' option, to the replacement of the products or to the reimbursement of the price paid by the CUSTOMER.

7. LIMITED WARRANTY

- i) INGELABS warrants to the CUSTOMER that any INGELABS products will be free of defects in materials and workmanship from the date of shipment and for a period of 12 months, unless a different warranty period is explicitly stated.
- ii) This warranty will not cover defects for which INGELABS has no responsibility, especially those due to:
 - Periodical maintenance and repair or replacement of parts due to normal wear and tear.
 - Any adaptations, modifications or alterations of the product carried out without prior written consent from INGELABS.
 - Repair or attempted repair done by any party other than INGELABS' employees or authorized technicians.
 - Damage resulting from accident (including failure of or excessive electric power), fire, flood, lightning, inadequate ventilation, defects in the products' operating environment, or any other causes beyond INGELABS' control.
 - Products that have been subject to misuse, misapplication or improper maintenance, including but not limited to, use of the product for purposes other than that for which it was designed, inappropriate or inadequate installation or testing, or installation or use in a manner that fails to strictly comply with applicable technical and safety regulations.
 - Products which do not have legible serial numbers.
- iii) Any return of materials under warranty must be done as described in Clause 8 (RETURNS) of these Terms and Conditions. After verification by INGELABS of the existence of defects in materials and workmanship covered by this warranty, INGELABS shall, at its discretion, either replace or repair the product or parts thereof, without further expenses to the CUSTOMER.
- iv) Any replacement products supplied or products repaired under this warranty shall be covered by warranty for any unexpired period of warranty given on the original products. Any parts or products replaced under warranty will become the property of INGELABS.
- v) This limited warranty applies only to physical goods, and not to services or software programs, whether supplied separately or together with other products. No express or implied warranties are granted related to software programs except as described in the license agreements and other documentation included with the software.
- vi) This limited warranty does not apply to any non-INGELABS products that may be supplied by INGELABS, even if packaged or sold together with INGELABS products. Any warranty claims relating to non-INGELABS products must be done according to the terms and conditions of the manufacturer's warranty.

8. RETURNS

- i) Products shall be returned to INGELABS only with a valid return material authorization ("RMA") number issued by INGELABS. Any return material received by INGELABS without a valid RMA number is subject to refusal on delivery.
- ii) RMA requests related to apparent defects in the products or to errors or discrepancies in the shipment must be submitted by the CUSTOMER within one week from the date of reception of the shipment. RMA requests related to hidden defects in the products (defects in materials or workmanship) must be submitted by the CUSTOMER within one week after discovery of the defects, and always within the warranty period. Any requests not meeting these conditions may be rejected by INGELABS.

- iii) Products that have been modified, altered, or tampered with in any way by the CUSTOMER or by any other party not authorized by INGELABS are not eligible for return.
- iv) Any products being returned due to errors or discrepancies in the shipment must be in perfect condition, in their original packaging, and including all original parts and accessories.
- v) All products are returned to INGELABS at the CUSTOMER's risk and expense. The CUSTOMER is responsible for returning the products to INGELABS and for providing proof of delivery of such return.
- vi) If the CUSTOMER returns any products claiming warranty rights and it is later found that warranty is void or not applicable, INGELABS may charge any costs derived from the invalid warranty claim, including up to 2 hours labour for handling, inspection and verification.

9. EXCLUSIONS AND LIMITATION OF LIABILITY

- i) INGELABS does not exclude or limit its liability for any matter for which it would be illegal for INGELABS to exclude or limit or to attempt to exclude or limit its liability.
- ii) To the extent permitted by applicable law, in no event shall INGELABS be liable for any loss of revenue, profits or data, or for any special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the use or inability to use any product or service supplied by INGELABS, even if INGELABS has been advised of the possibility of such damages.
- iii) Specifically, INGELABS does not guarantee that the supplied products are sufficient or suitable for a particular purpose. Any advice or recommendation given by INGELABS to the CUSTOMER is provided in good faith and is acted on entirely at the CUSTOMER's risk. INGELABS shall not be liable for any such advice or recommendation unless specifically stated in writing by an authorized representative of INGELABS.
- iv) The CUSTOMER shall ensure that the products are properly and safely installed, and that they will be safe and without risk to health or safety when used. INGELABS shall not accept any liability arising from failure of the CUSTOMER to comply with this requirement.
- v) INGELABS total liability with respect to any claims resulting or arising from or relating to this AGREEMENT, whether in contract, strict liability, tort or otherwise, shall not exceed the amount actually paid by the CUSTOMER for the products or services upon which the liability is based, except as may be required under applicable law.

10. RISK AND OWNERSHIP

- i) The risk of damage to or loss of goods will pass to the CUSTOMER when the goods are delivered to the carrier at INGELABS' premises.
- ii) Ownership of the goods shall not pass to the CUSTOMER until INGELABS has received in full all sums due from the CUSTOMER to INGELABS on any account whatsoever. If payment is not received in full by the due date, INGELABS reserves the right to retake possession of the goods, and for that purpose to enter upon any premises occupied or owned by the CUSTOMER without previous notice. The CUSTOMER hereby grants INGELABS an irrevocable authorization to enter the premises of any other person holding the goods on behalf of the CUSTOMER and remove the goods.
- iii) As long as ownership of the goods does not pass to the CUSTOMER, the CUSTOMER must keep the goods separate and clearly identified as INGELABS' property, and must promptly identify the goods upon INGELABS' request.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

- i) INGELABS retains all industrial and intellectual property rights over the supplied products, including but not limited to, copyrights, patents, trademarks, and the right of legal protection of designs registered in drawings, diagrams, software, documents and equipment.
- ii) Unless stated otherwise, any software program supplied by INGELABS shall not form part of the sale, but a license is granted to the CUSTOMER to use such software. Any software supplied together with goods may be used only in connection with such goods.
- iii) If a claim is made against the CUSTOMER that the products supplied by INGELABS infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property ("an Intellectual Property Infringement"), the CUSTOMER shall give immediate notice to INGELABS of such Intellectual Property Infringement. The CUSTOMER shall give INGELABS the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and shall not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of INGELABS.

12. BREACH AND TERMINATION

- i) In the event of breach of this AGREEMENT by any of the parties, which cannot be remedied or is not remedied within thirty (30) days of the breaching party being requested to do so, the non-breaching party may terminate this AGREEMENT immediately, in addition to any other remedy it may have.
- ii) Any delay or failure of either party to perform its obligations (except the obligation to make payments when due) shall be excused if, and to the extent that, it is caused by an event or occurrence beyond reasonable control of the party, including without limitation, acts of God, acts of any governmental authority (whether valid or invalid), terrorism, war, inability to secure materials, labour or transportation, and similar events. If the event or occurrence causing the delay or failure to perform lasts for more than 90 days, either party may terminate this AGREEMENT.
- iii) Termination of this AGREEMENT for whatever reason does not affect the obligation to make payments when due.

13. GOVERNING LAW AND JURISDICTION

- i) This AGREEMENT shall be governed by and construed in accordance with Spanish law.
- ii) The parties consent to the jurisdiction and competence of the Courts and Tribunals of Málaga (Spain) for the resolution of any query, dispute or discrepancy that may arise with regard to the interpretation, enforcement, termination or performance of this AGREEMENT. The parties hereby expressly waive any other jurisdiction to which they may be entitled.
- iii) The English version of these Terms and Conditions is a non-binding translation of the Spanish text. In case of discrepancy between the English and the Spanish versions, the Spanish version shall prevail.

14. FINAL CLAUSES

- i) If any provision of this AGREEMENT is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- ii) Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.