



1. General Regulations

The General Sales Terms stipulated herein will be applied to all the commercial sales transactions carried out by BRAU, S.A.

2. Orders

The Orders will be binding by both parties at the moment when BRAU, S.A. confirms its agreement, considering at that moment the contract of sale to be formalised. Any later modification of the order by the Customer to this agreement will require acceptance in writing by BRAU, S.A., and in that case, the corresponding modification in the price and estimated delivery date.

For each order, the Customer will indicate, clearly itemised:

- a) The reference number, quantity and technical specifications of the ordered product.
- b) The exact delivery address, the contact person and telephone number.

Except for express agreement between both parties, the delivery of our products are subject to the technical delivery conditions in accordance with Regulation EN 10162 for cold-rolled steel sections with the exception of the tolerance in the dimensions between the radius and the edge of the section.

3. Force Majeure

Neither party will be responsible for any loss, damage, wear or delay in the delivery of the Product which were caused by fortuitous fires, floods, natural disasters, strikes, wars, general military mobilization, riots, restrictions in energy supply, vehicle breakdowns, defects or delay in delivery occurring due to suppliers or subcontractors, or other eventualities or circumstances beyond foreseeable control, and which, during the validity of the delivery the obligations undertaken herein will be impossible to fulfil.

4. Delivery

Delivery: Ex works

BRAU, S.A. will deliver the merchandise following EXW (ex works) terms, in accordance with the definition decided by the International Chamber of Commerce in its 2010 version and any later adaptation thereof, under which it will consider the delivery of the merchandise to the Customer to be made.

Consequently, BRAU, S.A.'s obligation to deliver the merchandise will be considered carried out when it is available to the Customer at its premises in Soses (Lleida, Spain).

The Customer will collect the merchandise from the BRAU, S.A. premises situated in Soses (Lleida, Spain), at the time and date agreed with the BRAUSA logistics department. As from that moment, the Customer will bear all the responsibility for the merchandise.

The loading of the merchandise at the BRAU, S.A. premises will be carried out by and the responsibility of BRAU, S.A., but not its stowage, which will be at the expense of the Customer, who will assume all the risks of such an operation, the total indemnity of which being for BRAU, S.A.

Without affecting what was stated previously, BRAU, S.A. will not load any merchandise into a vehicle which does not fulfil the general traffic rules and more specifically those referring to road goods vehicles.

Delivery: At Place

BRAU, S.A. will deliver the merchandise following DAP (Delivered At Place) terms, in accordance with the definition decided by the International Chamber of Commerce in its 2010 version and any later adaptation thereof, under which it will consider the delivery of the merchandise to the Customer to be made.

Regarding this subject, BRAU, S.A. will be responsible for the expenses and the risks of transporting the merchandise to the place designated by the Customer in the Order, but not unloading it.

Unloading of the merchandise will be at the expense of the Customer, who will assume all the risks of such an operation, the total indemnity of which being for BRAU, S.A.

5. Acceptance of merchandise and reclamations

The Customer will check and undertake the recognition of the merchandise, both as far as quantity and quality is concerned, on delivery. Once checked and recognition has been undertaken, it will be regarded as accepted by the Customer, thus relinquishing his chance to make any reclamation.

On delivery, the Customer will sign the corresponding delivery note in duplicate, one of which should be returned straightaway to BRAU, S.A. or to the haulage contractor. Furthermore, the Customer will have a period of 30 days as from when the delivery note is signed, to report any hidden faults or defects in the Product, after which however the Customer will lose any lawsuit or right to reclaim for this reason against BRAU, S.A.

Within the period of 30 days given to report any hidden faults and defects, if there were any disagreement between BRAU, S.A. and the Customer, the General Board of Experts and Industrial Technical Engineers in Lleida would designate a loss adjuster, who would issue a report on the cause of such hidden fault or defect.

Concerning any reclamation with regard to the use, sale or distribution of the sold or delivered merchandise, both alone or alongside other products, or any other complaint with regard to delivery or supply, the rights of the Customer and the responsibility of BRAU, S.A. will be limited to an exchange of the merchandise or a refund of the sale price, depending on which option BRAU, S.A. opts for. The Customer will never have the right to return the accepted merchandise, when the period of returning the merchandise has expired. The responsibility of BRAU, S.A. will never exceed the value of the merchandise affected at the moment of the sale. Only reclamations made by e-mail or registered fax will be accepted.

If the Customer/Client were to store the merchandise outside or exposed to the elements, or in a place exposed to a high level of humidity or a corrosive element, BRAU, S.A. would not allow any reclamation to do with the appearance of rust or white mould on the product in order to get compensation.

6. Billing

Every shipping of merchandise has its corresponding invoice, which includes the order number, the amount of units sent, the price per unit, the total amount, and the date of payment.

If the invoice has not been delivered when 30 days since the delivery date have passed for a reason to do with the Customer, BRAU, S.A. will go ahead and invoice a bill for the order.

If there is a delay in any of the invoices sent to the Customer, BRAU, S.A. can suspend any

obligation to do with the hereby purchase until the payment has been received, the notification of which should be sent in writing to the Customer.
If, a month after the aforementioned notification, the Customer/Client has not paid what is owed, BRAU, S.A. can demand the settlement of the aforementioned purchase on its own account, notifying the Customer in writing of its wish hereof.
In this case, BRAU, S.A. can claim compensation from the Customer for the losses suffered as a consequence of the settlement, without losing its right to claim any other compensation that may correspond in the case of this client.

7. Manufacture of pieces of stainless Steel

BRAU, S.A. informs hereby that the manufacture of stainless steel sections is carried out by machines and tools used for transforming steel to carbon, and for that reason there may be a minimum amount of contamination in the cut, due to the awling, laminating or folding of the material. BRAU, S.A. does not guarantee nor accepts any responsibility if, in the process of manufacturing stainless steel sections, the carbon is contaminated with particles of steel carbon in the aforementioned processes.

8. Ownership

BRAU, S.A. reserves the right to retain full ownership of the sold merchandise until full payment has been received from the Customer of the price and invoiced amounts.
The Customer is obliged to inform BRAU, S.A. of all the measures taken by third parties which affect the merchandise while it still belongs to BRAU, S.A.

9. Jurisdiction

Any disputes arising in connection with the execution or interpretation will be submitted to the tribunals of Lleida.

10. Law

Any interpretation or dispute arising shall be governed by the laws of Spain.