

Terms and Conditions of ALTAQUIMICA, SA

1. General Clause

These Terms and Conditions shall apply to all sales concluded by ALTAQUIMICA, SA (hereinafter ALTAQUIMICA), overriding the general conditions of purchase and / or sale of the Buyer, as well as on the conditions of the orders received from it. Any special conditions agreed eventually prevail over these Terms and Conditions only if they were of writing and be signed by the contracting parties, keeping these Terms in everything that has not been repealed by a particular condition. Any order sent to ALTAQUIMICA implies acceptance without reservation of these Conditions. The Buyer orders shall be considered binding offer thereof, which must be accepted in writing in advance by ALTAQUIMICA unless it actually made the delivery, which implies the tacit acceptance of the order.

2. Delivery Times

Delivery time communicated by ALTAQUIMICA must be considered estimated, subject to ALTAQUIMICA make the best efforts so that delivery is made within the estimated time and provided that suppliers have fulfil their commitments in time, beginning that period to be computed since the date in which the order is confirmed.

In case of transport of goods is managed by the Buyer, the estimated delivery time will be the date in which the product is made available to the carrier.

ALTAQUIMICA may make partial deliveries of products ALTAQUIMICA may suspend delivery thereof in the event that the Purchaser fails to pay any amount when due, and he is exempt from any liability in case of force majeure, in accordance with the concept of the same content in the Civil Code as a ground justifying the breach of an obligation, having this account any other cases where circumstances beyond the control of ALTAQUIMICA, not possible to comply with the requirement, such as, but not limited to, war or terrorist attacks, natural disasters, strikes, material shortages or regulatory changes. If any of these circumstances be prolonged beyond three months, ALTAQUIMICA may terminate the Contract or order by notice to Buyer and without thereby incurring any liability on its part. Should Buyer refuse to receive the goods delivered, shall ALTAQUIMICA storage at Buyer's own risk

3. Claims

The Buyer is obliged to review the quantity and quality of the products at the time of receipt. ALTAQUIMICA will not be liable for defects in the quality or quantity of products received that result from transporting them any unless expressly agreed otherwise, neither of which come from a fortuitous event nor force majeure. Buyer must indicate the defect on the delivery note and shall report the defect to ALTAQUIMICA in writing within four calendar days following the date of receipt of the products. ALTAQUIMICA only be liable for defects or hidden defects not coming from a force majeure event, when Buyer communicate reliably within the period specified by law. If the product is defective and the Buyer has made known to ALTAQUIMICA under the conditions and within the time limits established in this Article, ALTAQUIMICA shall indemnify the Buyer, at ALTAQUIMICA option, with replacement of the products upon delivery of defective products or refund of the price paid by Buyer. ALTAQUIMICA decision will be communicated to the Buyer within a reasonable period. ALTAQUIMICA will not be liable for the damages suffered by goods supplied as a result of incorrect handling of the product, if they had been in any way altered by the Purchaser, or if they had been subjected to improper storage. ALTAQUIMICA will be not responsible in any way for the suitability of a product for a specific use, nor extend his warranty on the products to third parties other than the Buyer.

4. Price, terms of payment and transfer of ownership

Unless as expressly stated otherwise by ALTAQUIMICA in writing, payment of the products will be made within thirty (30) days from the delivery. This period may be reviewed depending on evolution credit of the Buyer. Regardless of the method of payment agreed, the place of payment of the goods is the address of ALTAQUIMICA. A delayed payment will automatically generate, by the mere failure to pay in a time, without due notice of ALTAQUIMICA, an interest rate for this equivalent to Euribor at one month plus a surcharge of five (5) percentage points. The claim made by the Buyer shall entitle him to neglect the payment of any invoice. Expressly excluded the possibility that the Buyer may compensate amounts from due invoices by ALTAQUIMICA.

The property of the good will not pass to the Buyer until ALTAQUIMICA has received in cash payment in full of the price of the goods.. If Buyer resells the products Buyer shall transfer any rights he may hold on them, including but not limited to credit and the right to collect the money. Any damages that were caused by liability contract, for which ALTAQUIMICA provided with all information deemed necessary, will be provided equally if ALTAQUIMICA exercise by a third party domain of the same goods.

For orders placed, prices offered may be subject to review in the event that the manufacturers review them. In this case ALTAQUIMICA shall notify Buyer the increases, which take effect from the moment of notification. ALTAQUIMICA reserves the right to increase the prices offered at any time after acceptance of the order in case the manufacturer or supplier increase them. In this case ALTAQUIMICA shall inform the Buyer as soon as possible who shall be entitled to refuse the order. Buyer waives ALTAQUIMICA for damages that this price increases or rejection of the order, ALTAQUIMICA may have caused to Buyer.

Unless otherwise expressly agreed, the price does not include freights, permits, taxes or other charges or expenses to the provision to Buyer and may be revised by ALTAQUIMICA in the event that there has been an increase in costs that could not be foreseen at the time of accepting the order. The risks of the products are transferred to the Buyer from the time of their delivery to the named place, if ALTAQUIMICA takes care of the transport, or from the place the products were made available to the Buyer. In the event of foreign sales, risk sharing and transfer of property shall be governed by Clause INCOTERM in force expressly agreed.

5. Containers

Containers shall keep owned by ALTAQUIMICA, and may not be used for different applications and products from the product delivered. Buyer must provide a deposit which will be an express agreement between the parties in regard to their value, as security for the return of the containers, and will be refund only if they are in good condition for reuse. This return must be made within a maximum of three (3) months from delivery. After this period, the containers shall be sold to Buyer at the price of the security retained. If applicable, the Buyer shall bear the cost of cleaning or destruction of containers.

6. Surcharge

ALTAQUIMICA expressly reserves the right to impose trade penalties on operations either by the difficulty of the service delivery complexity or costs associated with it, if it is economically justified.

7. Product Use

ALTAQUIMICA not guarantee the suitability of the product for use other than as specified by the manufacturer. In case of resale of the product by Buyer ALTAQUIMICA keep it harmless against any third party claim because of the use made of it.

8. Responsibility

ALTAQUIMICA is only liable for damages caused intentionally in fulfilling its contractual obligations. ALTAQUIMICA will be responsible for that the delivered product meets the technical specifications requested by Buyer but will not be responsible for the suitability of the product for the purpose for which it is intended by the Buyer.

ALTAQUIMICA assumes no liability to the Purchaser for the lack of supply of a product for reasons attributable to the manufacturer or supplier thereof, notwithstanding that as soon as notified by the manufacturer or supplier that lack of supply, will inform to the Buyer and make their best efforts to find a product with similar characteristics.

ALTAQUIMICA shall in no circumstances be liable to the Buyer for any pure economic loss, loss of profit, loss of business, loss of contracts and like loss. ALTAQUIMICA shall in no circumstances be liable to the Buyer for any indirect cost.

9. Protection of Personal Data

In accordance with the provisions of Law 15/1999 on Protection of Personal Data, it is noted that any personal data received by ALTAQUIMICA will become part of a file owned by this company, with the sole purpose of managing the obligations billing, tax and accounting. ALTAQUIMICA is committed to fulfilling its obligation of secrecy of personal data and its duty to protect them, and to adopt the necessary measures to prevent alteration, loss, or unauthorized access, given the state at all times technology. It will be possible to exercise the rights of access, rectification, cancellation and opposition by writing to ALTAQUIMICA to the following address: c / Caspe 86 08010 BARCELONA with the reference "Data Protection".

10. Governing Law and Jurisdiction

The law applicable to these Terms and Conditions is the Spanish law.

Any dispute arising in connection with the performance of these Terms shall be resolved in the first instance amicably, for which the parties have a period of one month since it had been demonstrated by one of the parties. After this period, either party may apply to the ordinary courts, to which the parties stipulated to submit such disputes to the Courts of Barcelona, Spain, expressly waiving any other jurisdiction that may apply.

ALTAQUIMICA reserves the right to modify these Terms and Conditions.

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You can check the conditions of sale on our website www.altaquimica.com
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