

GENERAL CONDITIONS OF SALE

I. SCOPE OF APPLICATION

1. The present general conditions of sale shall apply to all contracts celebrated between NORDENIA IBERICA Barcelona S.A. and the buyer.
2. The specifically foreseen special conditions in each contract shall prevail over the present ones.
3. Any modification of the present conditions must be made in writing and must be expressly accepted by NORDENIA IBERICA Barcelona S.A.

II. OFFERS

1. The offers of NORDENIA IBERICA Barcelona S.A. are non-binding. Contracts between the buyer and us as seller are only brought about through our written confirmation of the order.
2. The offers of NORDENIA IBERICA Barcelona S.A. are to be understood to be made precisely for the total amount delivered. Therefore, they cannot be accepted for a lesser quantity, applying the price proportionally.
3. When the preparation of an offer requires a significant material or labor cost, such cost shall be indicated to the buyer, who must accept to bear these so that the offer may begin to be elaborated.
4. Any samples or models that may have been produced for the purpose of the offers constitute property of NORDENIA IBERICA Barcelona S.A. and cannot be used by the buyer under any circumstance if the offer does not give rise to an operation.
5. The prices that are quoted in the offers are determined depending on the specifications given by the buyer. Any alteration of these shall cause the offer to be revised.
6. The sketches, illustrations, weights, quantities and other measures contained in the offers must be understood as estimates, subject to change.
7. The offers and all the information included therein must be construed as property of NORDENIA IBERICA Barcelona S.A. Without consent of the latter, the buyer cannot transmit these to third parties.

III. ORDER CONFIRMATION

It shall be understood that NORDENIA IBERICA Barcelona S.A. has accepted an order, and that therefore a binding contract exists, only when confirmation is notified in writing or by electronic means. Such confirmation shall take place within two weeks; conversely it shall be understood that the order is an unaccepted offer.

IV. PRICE/TERMS OF PAYMENT

1. In all operations where delivery, or a part thereof, takes place after a period of two months, the price may be revised in order to reflect the modifications occurring during this time in any of the costs.

2. The prices appearing in the offers are always to be understood as net, with addition of all legally applicable taxes.
3. Not included in the price, except if the sale is agreed under another "Incoterm" different from that indicated in XI.1, are insurance costs, freight, taxes or customs duties, or any other concept related to importing or exporting goods.

V. RAW MATERIAL AND EXECUTION

1. Unless the buyer gives special instructions in the order, it shall be filled using the habitual materials and following the usual manufacturing processes common to the field.
2. Whenever the characteristics of the product to be packaged require a determined behavior of the packaging material, the buyer must have expressed in the order the specific purpose for packaging a determined product, with the necessary information about the properties of the product.

VI. PRINTING

1. Should no specific request by the buyer be expressed in the order, NORDENIA IBERICA Barcelona S.A. shall use standard inks for printing.
2. Throughout printing of the order, the industrial process may give rise to slight variations of the printing tone. Such variations do not constitute a defect.
3. In the event that the quality of the originals supplied by the buyer is such that a defective printing result could be suspected, NORDENIA IBERICA Barcelona S.A. shall inform the buyer accordingly, not being held responsible for such result.

VII. COPYRIGHT

1. The buyer shall be obligated to all that is necessary to hold NORDENIA IBERICA Barcelona S.A. harmless from any third party claims due to industrial or intellectual property of the reproduced material, or of the packaging itself, or of the valid exercise of exploitation rights, when these belong to the buyer. The indemnity shall reach the amounts generated for legal defense, which shall be chosen and directed by NORDENIA IBERICA Barcelona S.A.
2. The supporting materials that NORDENIA IBERICA Barcelona S.A. elaborates for filling an order shall remain property of NORDENIA IBERICA Barcelona S.A., including in the event that all or part of their cost has been borne by the buyer.
3. The treatment of the image, the color selection and the gravure of the rotogravure cylinders or the photopolymers for flexography shall always be invoiced separately. The seller promises to keep these cylinders or re-engrave them as often as necessary without any additional cost during the twelve months following the last identical printing.
4. It is understood that the buyer has given his approval of the cromalins if there is no written notification to the contrary.

VIII. QUANTITY

1. The minimum order shall be 1.000 Kg or 7.500 m2.

IX. TOLERANCES

Quantities:

+/- 15% for orders between 7.500 and 10.000 m2.

+/- 10% for orders exceeding 10.000 m2.

In any case the price shall be calculated based on the quantity actually delivered.

X. PACKAGING

NORDENIA IBERICA Barcelona S.A. supplies the ideal packaging material. If for special purposes the buyer requires a special kind of packaging, this must be requested in the order. Its cost will be taken into account when determining the price.

XI. DELIVERY TIMES

1. Unless stipulated otherwise, it shall be understood that deliveries will be ex-works (EXW), this term being defined according to the "Incoterms" published by the International Chamber of Commerce (last version).
2. The delivery time shall be agreed starting from the date of definitive receipt of the material or documents to be supplied by the buyer.
3. Any modification of the quantity or characteristics of the order shall implicitly imply the corresponding modification of the delivery time.
4. In the event that the delivery is delayed due to causes attributable to the buyer, he shall bear the storage costs arising therefrom.
NORDENIA IBERICA Barcelona S.A. is not responsible for the loss of quality of the product if such storage last longer than six months.
5. The delivery times shall be understood as suspended for as long as circumstances of force majeure exist.
6. To these effects, force majeure shall include unforeseeable machinery breakdowns, delivery delays by suppliers, delay in the service supplied by shipping companies, raw material shortage, measures taken by the authorities, and any other circumstance that is not the responsibility of NORDENIA IBERICA Barcelona S.A.
7. In the case of unjustifiable delay in delivery, the buyer is entitled to desist from the purchase only if such delay persists two weeks more after having received previous written notice.
8. If no other agreement has been taken, NORDENIA IBERICA Barcelona S.A. shall choose the means of transportation according to its criteria.

XII. CLAIMS ARISING FROM DEFECTS

1. Claims for manufacturing defects must be made within seven days of the delivery if the defects are apparent, and within thirty days if they are internal.
2. In the case of consignment stock at the buyer's premises, the limits of the previous paragraph shall be counted starting from the actual departure from the consignment stock of the goods labeled as defective, which shall be determined according to the rules stipulated with the buyer regarding disposal of the deposited goods.
3. The claim must be accompanied by a representative sample of the defect. Upon request of NORDENIA IBERICA Barcelona S.A., the buyer shall permit the goods to be examined in the place where they are located.
4. Defects that do not exceed 2% of the order volume shall not give rise to a claim.
5. Responsibility by NORDENIA IBERICA Barcelona S.A. is excluded if the defects are attributable to defective storage by the buyer, or if the goods have been subject to any type of usage or transformation after delivery.
6. In any case, the responsibility by NORDENIA IBERICA Barcelona S.A. is limited, at its choice, to the free replacement of the defective goods or to returning the amount paid.
In no case will there be responsibility for consequential losses.
7. It is the buyer's duty to verify if the country of destination of the product imposes special requirements, stating the necessity to comply with these in the order. Should this not be done, NORDENIA IBERICA Barcelona S.A. is not responsible for any subsequent damages.

XIII. TERMS OF PAYMENT

1. Unless stipulated otherwise, payments shall be made within sixty days of the invoice date.
2. In the case of late payment, the price shall accrue late payment interest at the currently valid rate.

XIV. RESERVATION OF TITLE

1. The goods remain property of NORDENIA IBERICA Barcelona S.A. until payment in full of the invoices.

XV. APPLICABLE LAW AND CONFLICT RESOLUTION

1. The contract is subject to Spanish law, even if the buyer's nationality or country of residence is other than Spain, or the destination of the goods is abroad.
2. Unless stipulated otherwise, all legal disputes shall be submitted to the Courts of Barcelona.