1.1 In these Terms the following expressions shall have the following meaning:

the Company means METALINOX BILBAO, S.A.

the “Company” means the trading name under which the Company contracts for the sale of the Goods.

the “Goods” means the products which are to be sold by the Company and purchased by the Customer pursuant to the Contract.

the “Contract” means the agreement between the Company and the Customer for the goods and services specified therein.

the “Terms” means this Standard Terms and Conditions ruling the sales by the Company directly or through its commercial agents. Unless otherwise stated, the Terms shall not be applicable to those agreements which main purpose is not a sale or supply of goods to the Customer.

2 Scope

2.1 A quotation or estimate given by the Company is an invitation to the Customer to place an order to be accepted by the Company and no order will be placed in response to any order or other acceptance of a quotation or estimate shall give rise to a contract binding upon the Company. A binding contract shall come into effect upon acceptance by the Company (sales acknowledgement) and under the conditions specified in these Terms.

2.2 These Terms are the only terms upon which the Company sells and shall be an integral part of the Contract, with the exclusion of any terms and conditions of acceptance or purchase of the Customer that are inconsistent or vary from the Terms. The Customer acknowledges and agrees that the Company may occasionally provide its internal technical specifications and terms of trading regarding such matters as, without limitation, transport, minimum order sizes and packaging. Details of such specifications and terms of trading are available upon request to the Company and are hereby incorporated into these Terms.

3 Payment and Securities

3.1 Unless otherwise agreed in the Contract or applicable law, all prices are exclusive of any expense, tax or duty that may be levied on the sale of the transport or delivery of the Goods. Any such expense, tax or duty shall be added to the price and paid by the Customer.

3.2 Invoices stated in quotations, estimates, or other documents issued by the Company prior to sales acknowledgement are not binding on the Company. The prices stated in such documents are subject to variation, tolerances and classifications.

3.3 The Company may only increase the price agreed before payment date in the event of:

- Variation in the internationally accepted rates for raw materials and/or energy;
- Variation in the rates charged by third parties with whom the Company deals in connection with the sale of the Goods;
- Any other applicable incidental expenses arising in relation to the Goods or their delivery;
- And the Customer shall pay any price increases arising thereby.

4 Delivery

4.1 Full payment for the Goods shall be made within the time period and in the manner specified in the Contract. The Customer shall be deemed to have received the Goods when the Company dispatches the Goods or when the Goods are placed at the Customer’s disposal (ex works).

4.2 Payment shall be made in accordance with the method agreed in the Contract. The Customer acknowledge that no payment shall be regarded as received by the Company until the Company has cleared the full amount of the payment, either to the Company’s bank account or by delivery of a receipt for such amount and that the amount received shall not be regarded as having cleared the Goods until the Company has received the amount cleared.

4.3 If the Customer shall fail to make any payment when due then the Company may, at the option of the Company, refuse to deliver. Should the Company agree, delivery shall be made subject to the payment of additional charges to cover the increased cost of delivery and such charges shall be in addition to the price of the Goods. Should non-payment be made, payment shall not be deemed to have been effected before the Company’s Bank has cleared the amount. Partial payments are not allowed. The payment method should not be in breach of the applicable money laundering legislation.

4.4 If the Customer, the Company or the Customer’s authorised representative refuses to accept delivery of the Goods then the Customer shall pay all costs, charges and expenses (including storage charges) incurred by the Company in respect of the Customer’s failure to accept delivery.

5.1 Delivery of the Goods shall be made at the place specified in the Contract or as subsequently agreed with the transport and delivery company. If no place for delivery is specified or agreed, delivery shall take place at the Company’s works or such other place as the Company may direct. The risk and title to the Goods shall pass upon their arrival at the destination to which they are dispensed pursuant to the Contract for the purpose of: a) whether the Goods have been damaged in transit and b) that the Goods are of the quality, quantity and weight specified in the Company’s acknowledgments and the Company’s delivery note.

8.9 Upon receipt of the notice under Term 16.6, the Company’s employee or agent shall have the right to open, inspect and remove the Goods from the Customer’s premises and/or remove it from the Customer’s premises at the expense of the Customer.

11.1 The Customer shall not cede, assign, charge, sub-let or otherwise transfer the Contract or any part of it without the prior written consent of the Company.

12 Waiver

12.1 No term or condition to the Contract in respect of the Company or in respect of any obligation to the Customer by the Company shall be deemed to be a waiver of or modification to the terms and conditions of the Contract.

13 Severence

13.1 If at any time any one or more of these Terms (or any paragraphe, sub-paragraph or any part thereof) is held to be unenforceable or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from and to the extent of severence inapplicable.

14 Notices

14.1 Any notice authorized or required to be given pursuant to these Terms shall be given in written form and sent by any method of delivery in accordance with the Contract terms (including, but not limited to) a) registered mail, b) Special Delivery, c) pre-paid mail, d) electronic mail, e) telegrams, f) delivery to the Customer’s premises, g) delivery to the respective branch, h) courier service or i) any other similar method and all notices shall be deemed to have been served upon their actual receipt by the designated addressee.

15 Legal Compliance

15.1 The Company may suspend performance or terminate this Agreement in compliance of the applicable regulation on tariffs, free trade agreements, commercial restrictions on exports and imports and economic sanctions. The Customer hereby declares that the Goods will comply with all the applicable regulations and that the Customer will ensure that the Goods will be exported from and the validity and/or enforceability of the remaining provisions of these Terms shall not in any way be affected or impeded.

15.2 Notice shall be deemed to have been given when the same is left at the place of business of the Company or its authorized representative or when the same is dispatched by post, telex, telegraph or any other similar means of communication and is not returned unsent.

16 Law and Jurisdiction

16.1 The Customer shall cede, assign, charge, sub-let or otherwise transfer the Contract or any part of it without the prior written consent of the Company.

16.2 Without prejudice to any other remedy to which the Company may be entitled, the Company shall have the right to proceed in the Courts of the Customer’s country in order to enforce any of its rights hereunder.

16.3 In case of an international transaction, if the terms and conditions are not otherwise in accordance with the applicable law, then the Company’s terms and conditions shall apply to the international transactions and any dispute arising therefrom, the applicable Law shall be that of the place where the claim is filed.