

SELLING TERMS & CONDITIONS FOR ALUSÍN SOLAR S.L.U.

1. EXCLUSIONS AND GENERAL INFORMATION

1.1 Sales and supplies to be executed by Alusín Solar S.L.U. will be regulated by the following terms and conditions, except all of that which will be agreed in a different way in the sales offer/quotation correspondent or in the acceptance of the order that will declare the particular conditions involved.

1.2 It will be considered that the following conditions have been communicated to the client from the moment he has been told which website this documentation is enclosed in or he receives the offer/quotation from Alusín Solar S.L.U., in which this conditions will be attached. Alternatively, will be considered as communicated if the client have received them previously during his commercial relation with Alusín Solar S.L.U. being considered as accepted by the client when accepting the sales offer/quotation. This document is uploaded to our website www.alusinsolar.com by the footer of the site or in the section "meet us", available both in English and Spanish.

2. INTELLECTUAL AND INDUSTRIAL PROPRIETY

All the information attached to sales offers/quotations belong to Alusín Solar S.L.U. or its distributors. Its use, copy, or cession by the client is prohibited for any commitment without the written consent of Alusín Solar S.L.U.

3. OFFERS AND ORDERS FORMALIZATION

3.1 The client must send as much documentation as Alusín Solar S.L.U. consider to elaborate the sales offer/quotation, including with no limit, roof plans, solar panel dimensions, geotechnical studies, etc. In case the client will not supply this information needed to elaborate the quotation, Alusín Solar S.L.U. will reserve its right to not realize the sales offer/quotation.

3.2 Sales offers/quotations will be understood firm after receiving the offer from Alusín Solar S.L.U., once is signed or stamped by the client, and will not be able to be cancelled without the mutual agreement of both parties.

3.3 The sales offers/quotations will enclose the technical documentation that Alusín Solar S.L.U. will oblige itself to submit to the client. Once the sales offer/quotation is accepted by the client, Alusín Solar S.L.U. will not be obliged to submit any more documentation other than the required in the sales offer/quotations.

3.4 The number of modifications or special conditions on the sales offer/quotation the client has agreed with our commercial department will need to be reflected written in the sales offer/quotation realized for them to be applied. Not being this way will make these to lose its value and the standard conditions will apply.

3.5 The weights, dimensions, capacities and technical specifications from the products offered by Alusín Solar S.L.U., in addition to the catalogues, brochures, and technical literacy are orientative and will never be binding

3.6 Modifications on range, deadlines, or any other terms of an order must be notified written to Alusín Solar S.L.U. and, for them to be valid, must be accepted. They will also be considered those modifications provoked by changes in the law or geographic regulations that will happen after the presentation of the sale offer/quotation correspondent. If these modifications will oblige additional actions or be more onerous to Alusín Solar S.L.U., the company will have the right to realize a balanced adjustment of the terms of the contract.⁴

4. PRICES

4.1. Applicable prices will be the ones established in the moment of acceptance of the sales offer/quotation by the client and will remain valid until the last day of the current month. The validity of the offer, in the other hand, will always be indicated in every quotation. In the period mentioned will be considered as fixed in the specific conditions in the sales offer/quotation.

4.2 Taxes applied will be the current ones in the moment of acceptance of the sales offer/quotation.

4.3. In case of applying special sales conditions, the prices indicated for a determined period will be valid only for that period and will not be able to extend them to the following orders with the same features, except mutual agreement.

4.4 Alusín Solar, S.L.U, reserves its right to apply a prices review, prior notification to clients, for the following reasons: Increase of the unforeseen costs, modification of payment conditions, delayment in the supplyment deadline or acceptance by direct or indirect reasons by the client, modification or variation of the order by the client or any other justified reasons.

4.5 Alusín Solar, S.L.U, reserves its right to modify the quotation for the supplyment cost in the following scenarios:

- Packed material according to works or roofs by client petition.
- The container includes third parties material.

5. PAYMENT CONDITIONS

5.1 The sales offer/quotation from Alusín Solar S.L.U. accepted by the client will include the payment conditions. As a standard, the paying period will be of 30% as a confirmation of the order and a 70% after the manufacturing and before the supply of the products.

5.2 The payment will be made under the conditions agreed in the bank account of Alusín Solar S.L.U. by transfer without any deduction as non-agreed retentions, discounts, expenses or taxes.

5.3 If, for any reason outside Alusín Solar S.L.U., the supply is delayed, the same conditions and deadlines in the contract will remain. In case of delay of payment by the client, he will need to pay Alusín Solar S.L.U., without any needed of communication, the bank interests from the day when the payment is due, according to the law 3/2004 from December the 29th

5.4 In case the client will delay in the payment agreed, Alusín Solar S.L.U. will be able to suspend provisionally or definitively (its choice) the order execution, without needing to require the client the payment of the delayed amount.

5.5 In any case, once the offer is accepted by both parties, will be a reason for cancellation or delay in the payment, the requirement of documentation to Alusín Solar S.L.U. that is not reflected on the sales

6. RETENTION OF TITLE

6.1 Equipments and materials in an order will be supplied as a retention of title for Alusín Solar until the complete fulfillment of payment obligations, remaining this last obliged to cooperate and adopt as many measures as needed or the ones that Alusín Solar S.L.U. would propose to save your property.

7. DELIVERY CONDITIONS

7.1 The sales offer/quotation from Alusín Solar S.L.U. accepted by the client will include the delivery conditions. In case they are not present, will be considered delivered in the clients factory or warehouse.

7.2 Delivery dates can be modified when: :

- a) The client will not provide to Alusín Solar S.L.U. the documentation needed to execute the project.
- b) The client requires modifications on the order that will need to be accepted by Alusín Solar S.L.U. and require an extension on the deadline or delivery cost trial from Alusín Solar S.L.U.
- c) To execute the order, will be essential to execute some works by the client or a third party but have not been executed on time.

8. TRANSPORT, RECEPTION AND RETURN OF MATERIALS

8.1 Except agreed with the client, the transport, including loads, will be made on cost and under clients risk.

8.2 Once the acceptance for the sales offers/quotations is received, the client will verify the content in a period of no more than 15 days from its reception to check for eventual defects and/or faults that could be imputable to Alusín Solar S.L.U., communicating by writing its existence to be properly attended. After 15 days without receiving any communication after the delivery, the order will be considered as accepted, starting in that same moment the guarantee period.

8.3 There is a 20 days established period from the arrival of materials to the destination accorded in the quotation, for the client to notify Alusín Solar by written of its no-conformity of the materials sent or his/her intention of returning them, justifying this, and then both parts agree, in its case, the procedure of returns or no-conformity.

8.4 Returns or deliveries of materials to Alusín Solar S.L.U.'s facilities will always be made as prepaid.

8.5 Alusín Solar S.L.U. will not admit returns of materials that have been unmounted by a third party or that have been specifically designed or manufactured for that order.

9. GUARANTEES

9.1 Alusín Solar S.L.U. guarantees any failure caused by a wrong manufacturing process that will happen in a period of 12 months from the reception will cause a free return and fixing of the affected materials, after a test to evaluate the cause of the damage.

The fixing or return of a damaged element will not vary the start of the guarantee period, but the repaired element will start its guarantee period of a year from the moment it has been substituted or repaired.

In no case Alusín Solar S.L.U. will take care of repairs made by external staff

9.2 If there is no express agreement, repairs, or substitutions will be considered realized in Alusín Solar S.L.U. factory, having the client to take care of the costs generated for the unmounting, packaging, loading, transport and any other costs originated for the delivery and reception of the materials in the facilities of Alusín Solar S.L.U.

9.3 There are excluded from the guarantee the damages or defects caused by the normal wear of the equipment due the use or the originated by a wrong maintenance, stocking, or neglected use.

10. OVERWHELMING FORCE

10.1. In case Alusín Solar S.L.U. would not be capable of, totally or partially to complete its obligations for an overwhelming force, this will be suspended without any responsibility for Alusín Solar S.L.U. during the time reasonably needed depending on the circumstances.

10.2. For an overwhelming force will understand anything or any circumstance out of the control of Alusín Solar S.L.U., including the strikes from suppliers, transport companies, and other services, failure in third parties suppliers, failure in the transport systems, natural catastrophe, temporary floods, work conflicts, staff strikes, or any other overwhelming force cause with a direct or indirect impact on the activity of Alusín Solar S.L.U.

11. SUBMISSION APPLICABLE LAW

11.1. The current terms and conditions will be regulated and interpreted according to the Spanish laws.

The parties renounce to any other charter that could correspond them and will remain under the law of the "Juzgados y Tribunales de Avilés" (Asturias, Spain).