

General Terms and Conditions of Purchases

1. General

These General Terms and Conditions of Purchase shall apply to all business conducted with Belgicast Internacional S.L.U., a company of the TALIS Group, in the following referred to as "Buyer", and shall have exclusive validity.

These General Terms and Conditions apply to purchases of goods and services from enterprises, foundations, state controlled organizations, companies, corporations and legal entities (Supplier/s).

The Terms and Conditions shall be subject to individual agreements between TALIS and Supplier. However, application of Supplier's terms and conditions is hereby explicitly excluded. This shall apply even if reference to Supplier's terms and conditions, for example in an order confirmation remains not contradicted by Buyer.

Contract means the written agreement (including these Terms and Conditions and the order form) made between Buyer and the Supplier for the Supply of Goods and/ or the provision of Services.

2. RFQs, Quotations and Orders

In case Buyer is asking for a quotation from Supplier by, including but not limited to Request for Quotation or Invitation to Tender, Buyer shall not be bound by such a request. Unless otherwise agreed in writing Buyer shall not bear any costs for preparation or submitting of a quotation by Supplier. Other content of the quotation except Prices, Payment Terms, certain detailed specifications of practical performance and delivery and performance dates shall not be accepted by Buyer. Especially reference to Supplier's General Terms and Conditions shall be void.

Any drawings, certificates, etc. as may be asked for by Buyer or may seem reasonable to be submitted by Supplier shall be provided to Buyer free of any charge. Buyer shall not obtain title in Intellectual Property Rights of such submitted drawings and other material unless otherwise agreed upon or unless transfer of Intellectual Property Rights is part of the corresponding order placed.

Buyer reserves copyright and ownership rights on diagrams, drawings, calculations, technical information and data and other documents which he submits to Supplier for the purpose of order execution. They are to be kept in strict confidence and shall not be made accessible to third parties without Buyer express written prior consent. They are to be used solely for manufacture on the basis of our order. After the order has been fulfilled they are to be returned to Buyer unrequested. There shall be no transfer of title or granting of a licence in respect to those rights by Supplier without the prior written approval of Buyer.

Buyer may place written orders. Those orders may also be sent by email or fax.

Supplier shall inform Buyer immediately in case the order contains crudities or contradictions which give reasonable doubts that execution of the order might not meet Buyer's or Buyer's customer's needs.

In such a case Supplier shall give Buyer reasonable time to reconsider its order and possibly to change it.

The Supplier shall confirm the Orders within 3 working days in writing unless otherwise provided for, or shall contradict them immediately if he is not otherwise obliged by an agreement with Buyer to accept the placed order. If the Supplier does not confirm the Order within 3 working days or does not contradict, the Order shall be deemed to be accepted.

Buyer may submit change orders at any time and Supplier shall accept such orders if technically feasible. Supplier shall do its best to ensure that a change order does not result in later delivery times. In case a postponement of delivery seems to be likely, Buyer has

to be informed about the estimated delay immediately. Supplier shall inform about necessarily occurring changes in Supplier's costs and the Parties shall agree about price changes before the change order becomes effective. For the avoidance of misunderstanding: In case a change order results in cost reduction, the price shall be reduced accordingly.

Supplier shall accept changes of ordered quantity of up to minus or plus 25 % of the originally ordered quantity without making claims due to increased unit costs.

Buyer shall be entitled at all times to cancel orders, partially or in full. Buyer shall also be entitled to postpone scheduled performance dates on its sole discretion if such a postponement seems to be reasonable to Buyer.

3. Prices, Payment Terms

Unless otherwise agreed, Prices shall be according to the accepted order. In the absence of a written agreement to the contrary, the price includes delivery free of charge to the notified address according to DDP Incoterm 2010, including packaging. The return of packaging requires special agreement.

Payment terms are 120 days net after receipt of the invoice.

In case Buyer will effect an advance payment, such payment shall be covered by a Bank Guarantee with the same amount.

Buyer may set off payments against claims Buyer has against Supplier.

4. Delivery, Risk and Title

If not otherwise agreed to, the applicable Incoterm 2010 shall be DDP (destination). It is understood that deliveries might also be to Buyer's customer's site outside Germany or Europe.

Buyer has the right to inspect Supplier's and sub supplier's premises in order to inspect progress of the works. Such inspection visits shall be announced by Buyer two working days in advance. Buyer may request regular written progress reports.

Transfer of Risk shall be according to the provisions of the agreed Incoterm. However, in case the contract provides for installation at site and/or commissioning, risk shall not be transferred before installation or commissioning, whatever is reasonably applicable according to Supplier's contractual obligations, has been successfully finalized. Transfer of Title shall be at the moment the ordered goods are discharged at the place of destination, but at latest after 50 % of agreed total payments for the corresponding goods are effected.

Supplier shall have no right for retention of title for goods which are delivered or already paid at 50 percent.

The Supplier is obligated to provide Buyer with spare parts for the period of ordinary technical use, or at least 20 years after the last delivery, on reasonable terms. If the Supplier ceases supplying spare parts, then Buyer is to be given the opportunity to make one final order.

5. Liquidated Damages, Consequences of Default

The delivery time given in the order is binding. Supplier has to inform Buyer immediately in writing if there are any reasonable doubts that delivery times might not be met.

In case the agreed delivery times or milestones are not met by reasons not wholly attributable to Buyer, Supplier shall:

- Pay liquidated damages to Buyer with an amount of 5 % of order value per commenced week of delay up to 30 % of the order value, and
- Hold harmless Buyer against any claims from Buyer´s customer or another Third Party, and shall pay all fees and occurring expenses for a related legal dispute between Buyer and a Third Party, and
- Shall bear all other additional costs which will occur to Buyer, including but not limited to lost profit and liquidated damages and/or consequential damages and/or payments caused by recourse claims against Buyer.

Complete and correct documentation and especially furnishing of Supplier´s declarations are an essential part of Supplier´s delivery obligation. A performance or delivery shall be regarded as delayed if correct documentation is not submitted in due time.

In case Buyer has reasonable doubts that Supplier is not able to perform its obligations in due time or due quality, Buyer shall give notice about its doubts and grant Supplier a reasonable time to comment its works and - if applicable - improve them respectively speed them up. "Reasonable" time is understood to be no longer as seems to be required to still allow Buyer after its expiry to take measures which will reduce or avoid any detrimental effect which would be or might be caused by a reason attributable to Supplier.

In case Supplier is not able to speed up its performance and/or improve performance quality to a degree which allows meeting of important milestones, Buyer shall be entitled to:

- Delegate certain service works to a Third Party or to perform it by itself, at the cost of Supplier
- Delegate all remaining service works to a Third Party or to perform it itself, at the cost of Supplier
- Terminate the contract.

Buyer may request damage from Supplier due to delayed or faulty delivery.

6. Force Majeure

Instances of force majeure which are defined to be circumstances out of control of the Parties and reasonably not foreseeable by them (however, strike and lock-out shall not be regarded as Force Majeure events) and which wholly or partially prevent a Contracting Party from meeting its obligations, shall release the respective Contracting Party from honouring this contract until the force majeure ceases to apply.

The Contracting Party who is affected by the force majeure event shall inform the other Party of this without delay. The Contracting Parties shall determine by mutual agreement whether a subsequent performance should be made after the end of the force majeure for the services which did not take place during this period.

In case the Force Majeure event lasts more than 6 weeks or as long as to seriously endanger meeting scheduled milestones to be agreed on between Buyer and its customer, Buyer is entitled to

- Delegate certain works to a Third Party or to perform it by itself, at its own costs
- Delegate all remaining works to a Third Party or to perform them itself, at its own costs
- Terminate the contract.

7. Packing and Dispatch

Supplier is obligated to comply with Buyer´s and Buyer´s customer´s specifications and requirements for packing and labelling. Legal requirements have to be met. Supplier has to comply with all applicable national, supranational, international and local

- Export control legislation
- Regulations of Customs Authorities
- Packing Regulations
- Labelling Regulations
- Transport Regulations.

In case a performance or omission to perform by Supplier results in damaged goods, delay, non-clearance for export or import or any other detrimental consequence for Buyer and/or a Third Party, Supplier shall be liable and Buyer shall be hold harmless by Supplier.

Supplier has to inform Buyer immediately after dispatch of goods.

8. Supplier and Subcontractors

Supplier will perform the agreed services itself. In case sub-suppliers/sub contractors shall be used, the Supplier shall obtain Buyer's prior written consent. Supplier shall do its utmost to ensure that Supplier itself as well as possible sub-contractors and sub suppliers will meet Buyer's and Buyer's customer's requirements to suppliers and sub suppliers. In case these requirements will not be fulfilled Buyer has the right to terminate the contract.

The Supplier has the sole responsibility and liability for the performance and non-performance of its sub contractor(s) and sub supplier(s).

In no case – if not explicitly stated and agreed otherwise or duly signed by Buyer – an agreement, order or whatsoever shall be interpreted as establishing an employment relation between Supplier, Sub supplier, or sub contractor and Buyer.

9. Liability for defects

In case a service provision or an omission to provide a service by Supplier has caused damage wholly or partially, Supplier shall be liable to all related occurred and occurring damages.

The Supplier warrants that the delivered goods, used material, parts, lubrications, etc. are free of any defects, new and appropriate to fit the intended purpose, comply with all relevant technical standards and strictly comply with the applicable specifications and quality requirements.

Supplier shall repair free of charge all defects and damages which are wholly or partly attributable to Supplier within 24 hours after their detection and deliver the repaired goods free of charge to the place of use.

Unless otherwise agreed, warranty shall expire 5 years after delivery of the goods. The warranty period of the defective goods shall restart after repair of the defect.

In urgent cases, Buyer shall be entitled to carry out the necessary repair work by himself or a third party or provide replacement deliveries at the costs of the Supplier.

In the event of serial faults the Supplier shall do everything within its power to avert damages or keep them to a minimum without delay. Buyer shall be entitled to request the exchange of damaged products at the Supplier's expense (incl. customs clearance, taxes, packing and transport costs to the end user) if the damage is wholly or partly attributable to Supplier.

10. Liability in general

The Supplier shall be liable for all damages attributable to him and shall keep harmless Buyer on first demand from all claims which are lodged against Buyer, because of a fault in goods and/or devices and/or systems caused by faulty performance or omission by Supplier, or by the performance or non-performance of services. This shall apply both to direct claims against Buyer as well as to claims under a right of recourse by Third Parties who have settled the claimant's claim for damages.

Supplier's liability shall also apply to lost profit and consequential damages.

If Buyer recalls the goods or products which became faulty due to Supplier's performance or non-performance, Supplier shall bear

the costs of recall.

Claims under a right of recourse arising from product liability may be lodged by Buyer for a period of 10 years after the performance/non-performance of Supplier which resulted in the claims.

Expenses and fees for legal procedures shall be borne by Supplier.

Liquidated Damages resulting out of delay in delivery do not exclude other liability claims against Supplier.

11. Health, Safety and Environment (HSE), Safety Logistics

The Contracting Parties consider themselves duty-bound to protect the environment and to conserve natural resources as much as possible and shall minimise detrimental effects to the environment as much as is technically and commercially feasible. Under all circumstances legal requirements have to be observed. The Contracting Parties shall endeavour to prevent hazards and effects which the products may present for people. Provided Buyer is legally obliged to take back and/or dispose of its products, the Supplier shall take back the products at the same conditions that are applicable between Buyer on one side and Buyer's customers and/or the otherwise entitled party on the other side.

The Contracting Parties shall – even beyond the duration of this contract – cooperate according to their capacities to prevent detected or detectable hazards which may be presented by their products and works in a prompt and effective manner so that nobody can be endangered by their products or their use and the works connected with them (safety logistics).

On request Supplier shall provide proof that it complies with International HSE standards.

12. Compliance Code

Supplier is obliged to comply with the TALIS Compliance Code. The Code can be reviewed under www.talis-group.com Terms.

13. Intellectual Property Rights and Standards

The Supplier shall ensure that its performance complies with all applicable national and international standards and legal provisions and that delivered goods and services are according to the state of the art.

Supplier shall exempt Buyer from all claims arising from Supplier's breach of statutory intellectual property rights, and indemnify and hold harmless Buyer and Buyer's customer against all claims resulting out of an alleged infringement of Intellectual Property Rights by Supplier, including but not limited to patents, licenses, copyrights, know how, and shall bear all legal costs and expenses which occur to Buyer or its customer due to the alleged infringement.

Buyer does not transfer title in its own or its customer's Intellectual Property Rights if not explicitly stated otherwise.

14. Insurance

The Supplier undertakes to maintain an appropriate extended product liability insurance for personal damage, damage to property, pure financial loss, and environmental damages. If Buyer is entitled to further compensation claims, these remain unaffected. Care shall be taken that the insurance also covers third-party property.

Buyer shall have the right to inspect the insurance documents. If despite being requested to do so, the Supplier fails to comply with its obligation to insure, Buyer shall be entitled to give extraordinary notice of termination of the contract respectively the order, and claim all its financial losses which occur due to the termination.

15. Documentation, Certificates

Supplier shall submit all necessary documentation, including certificates and Supplier's Declaration. For services Supplier shall furnish a binding statement about the origin of its services in order to allow customs' authorities to conduct a correct assessment of preferential/non-preferential origin.

If not otherwise required or mandatory by law or best business practice, Supplier shall on request submit all certificates required for the products delivered or to be delivered, or required for performance of services.

16. Confidentiality

The Supplier shall be obliged to maintain all information about Buyer, including but not limited to contents of Requests for Quotations, offers, provided drawings, etc. in strict confidence. Obligation to confidentiality shall apply, in addition to the confidentiality obligation for operational organization procedures, in particular for all information which is designated as confidential or is recognizable as operation or business secrets, as well as for all technical know-how. Furnishing of information about Buyer which is not already in the public domain shall require Buyer's prior written consent.

The legal provisions of the Data Protection Act shall be observed.

The Supplier shall instruct his employees who are concerned and – if applicable - any third parties in the observance of the above-mentioned obligations.

The Supplier is aware that Buyer is entitled, in the event of a violation of the obligation to maintain confidentiality, to make a claim against the Supplier for all direct and indirect damages that result from this violation.

17. Providing of Buyer's or Third Party's property

In case Buyer or a Third Party on request of Buyer provides tools, patterns, drawings or other material or immaterial goods to Supplier in order to allow or facilitate Supplier's performance, those goods will remain property of Buyer respectively of the Third Party which provided the goods.

The provided goods shall be used only for the purpose of execution of the corresponding order. They have to be returned immediately after they are no longer reasonably useful for execution of the order, the contract is terminated or the return is demanded by Buyer.

In the case it is agreed that the Supplier provides special tools, patterns, drawings or other material or immaterial goods in order to manufacture the Products or parts of them, those shall become property of TALIS and the prior provision shall apply.

The goods shall – if applicable - be identified in such a way that they are visibly and unmistakably recognizable as Buyer or Third Party's property.

Storage, care, maintenance and repairs as well as upkeep of tools shall be the responsibility of the Supplier. He shall bear the corresponding costs.

Buyer shall not be responsible for any damage which occurs as a result of using the goods. This shall not apply insofar as the damage results from deliberate action on the part of Buyer.

In case material and or goods provided by Buyer will be combined, mingled or otherwise compounded with goods of Supplier, ownership of the compounded good shall be according to the values of the material, goods, etc. which are processed in the compounded

good.

Supplier shall not modify software provided by Buyer or a Third Party or mingle it wholly or partially with any other software or parts of software nor decompile software without prior consent of Buyer in writing. Software or parts of software provided by Buyer or a Third Party on request of Buyer shall be forwarded only to those persons of Supplier's company with a need to know. Supplier has to ensure that software or parts of it will not be made accessible to people outside Supplier's company.

18. Compliance with REACH

Supplier is and remains solely responsible for the full compliance of delivered products, parts of products or substances with the requirements of Regulation (EC) No. 1907/2006 (REACH) as of 18 December 2006 as amended or varied and including all further releases as well as any national regulations issued in execution of this Regulation. Supplier guarantees that all obligations under this REACH-regulation have been fulfilled. In case Buyer will be confronted with financial losses or claims of any kind due to Suppliers non compliance with legal provisions under the REACH regulation and the national legislations based on it, Supplier undertakes to exempt and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility and to bear any and all harm, loss or damage arising to Buyer's disadvantage.

19. Partial Nullity

Should a provision or part of a provision of the contract or these General Terms and Conditions are or become invalid, the validity of the other content of the contract or other content of the General Terms and Conditions shall not be affected. The Parties entering into the contract shall undertake to replace the invalid provision with one which corresponds to the economic purpose of the contract.

20. Non-Assignment of Claims

Supplier shall not assign any confirmed or alleged claim against Buyer or Buyer's customer under an agreement with Buyer to a Third Party without prior consent of Buyer.

21. No Reference to Buyer or TALIS

Supplier shall not use as reference Buyer or TALIS' or Buyer's customer's name or project names contributed to by Supplier on basis of an order placed by Buyer without prior written consent by Buyer or TALIS.

22. Place of Jurisdiction, Applicable Law

The laws and regulations applicable to this contract will be the current laws of Spain.

The sole place of jurisdiction shall be court and tribunals of Bilbao-Spain. However, Buyer may take legal action against Supplier also at Supplier's place of registration.

The UN Convention on Contracts for International Sales of Goods (CISG) shall not apply.