

1 - General information

These General Terms and Conditions apply to the contractual relationship between the supplier ARAYMOND INDUSTRIAL S.L. ("Supplier" or "ARAYMOND INDUSTRIAL") and the Customer company ("Customer").

The Customer's general terms and conditions expressly agreed by ARAYMOND INDUSTRIAL can apply in addition to the present General Terms and Conditions and the Particular Conditions, insofar as these Customer's general terms and conditions are not in contradiction with these terms and comply with contract law and competition law.

The present General Terms and Conditions apply to all contracts, all orders and all open orders.

It is expressly agreed that all references to Customer's documents on any documents, including on an Internet site, referring to another document, shall not be agreed by ARAYMOND INDUSTRIAL without its written and prior agreement. No website usage agreement or any other click through agreement on a website will have any applicability or binding effect whether or not Supplier clicks on an "ok", "I accept" or similar acknowledgment.

Any derogation to the present General Terms and Conditions shall be confirmed in writing.

The term in "writing" means any document drawn up on any paper, electronics medium or by fax.

Conversely any order or any acceptance of the Products constitutes full and entire acceptance of these General terms and all the terms of the ARAYMOND INDUSTRIAL offer including the SPECIFICATIONS. The SPECIFICATIONS mean: (i) the Customer's written requirements specifically accepted in writing by ARAYMOND INDUSTRIAL relating to the Product, or (ii) the ARAYMOND INDUSTRIAL document validated by the Customer containing the characteristics defined as functional with indication of the measurement and testing resources used. The first order from the Customer shall be considered as an acceptance of last SPECIFICATIONS provided by the Supplier.

2 - The contract's scope of application

The following documents are part of the contract in the order shown below:

- (i) The present General Terms and Conditions,
- (ii) The Offer accepted by any means, in particular by acknowledgment of receipt,
- (iii) The SPECIFICATIONS completing the present General Terms and Conditions,
- (iv) The delivery order,
- (v) The invoice.

The following documents are not part of the contract: documents, catalogues, advertising, "Written" fees not mentioned and not expressly agreed by the Parties in the particular conditions.

3 - Orders

3.1 - Order Receipt

It is hereby expressly agreed that the Order shall be sent by the Customer by the following means: EDI, E-mail or Fax Mail.

The Customer must ensure that Orders have been properly received by ARAYMOND INDUSTRIAL.

Any or all sending of Order by any other means, which have not been subject to the prior agreement of ARAYMOND INDUSTRIAL, shall not be binding upon ARAYMOND INDUSTRIAL and shall not incur liability for the damages and harmful consequences which may be suffered by the Customer.

However, ARAYMOND INDUSTRIAL shall make its best efforts to meet the Customer's.

It is hereby agreed that receipt of the delivery schedules shall not be fixed on a daily basis.

3.2 - Forecasted Requirements

The Order mentioning the forecasted requirements (including notably forecasted shipping date of the Goods ("Shipping Date"), mean of transportation, delivery place) ("Forecasted Requirements") shall be expressed over a minimum of a three calendar-month period ("Three Calendar-Month Period").

The Forecasted Requirements shall be turned into confirmed requirements by the Customer and received by ARAYMOND INDUSTRIAL at least two calendar weeks prior to the forecasted Shipping Date. Nevertheless, should ARAYMOND INDUSTRIAL believe it to be possible to reduce the lead-time of delivery, this lead-time may be reduced subject to the prior and written agreement of the Customer Service Department.

In any event, in the absence of the confirmed requirement by the Customer at least two calendar weeks prior to the first scheduled forecasted Shipping Date, the four weeks before the scheduled shipping date will be deemed by ARAYMOND INDUSTRIAL as commitments from the customer ("Fixed Requirements") for a fix period ("Fix period"), which is acknowledged and accepted by the Customer.

It is expressly agreed that ARAYMOND INDUSTRIAL does not have any obligation to remind the Customer; therefore ARAYMOND INDUSTRIAL will not support any responsibility in this respect.

During the period defined between the end of the Fix Period and the end of the Three Calendar-Month Period, ARAYMOND INDUSTRIAL upon agreement can accept weekly quantity variations only up to 20% ("Variation Rule"). In case of violation of the Variation Rule by the Customer where ARAYMOND INDUSTRIAL is not able to fulfil, a contradiction with updated Shipping Date shall be sent to the Customer. If the Customer is not reacting within five (5) working days on receipt of the contradiction, this contradiction is considered as accepted.

Any or all changes compared with Forecasted Requirements made by the customer, including notably changes of wished delivery date, cancellations, additional requirement lines, shall be subject to the prior and written agreement of the Customer Service Department, which shall be given in a maximum of five (5) working days.

The cancellation of the Customer's Orders by ARAYMOND INDUSTRIAL shall follow the procedure set forth in Article 3.4.

As regards parts requiring the use of specific materials, or with procurement lead-times which are too long (for example, and non-exhaustively: for metal raw materials stainless steel, for plastic raw materials solution-dyed and master batch), requirements shall be expressed within a minimum of three (3) fixed calendar months. No changes to these requirements may be made without the prior and written agreement of the ARAYMOND INDUSTRIAL Customer Service Department.

ARAYMOND INDUSTRIAL has the right to deliver Goods from the different shipping centers of ARAYMOND Network. No consolidation is necessary. ARAYMOND INDUSTRIAL has to inform the Customer accordingly in case the transport is in the responsibility of the latter. Under no circumstances shall the pecuniary consequences of the existence of these dispatch centers shall be borne by ARAYMOND INDUSTRIAL. In particular, this shall apply to customs, transit or carriage duties.

3.3 - Minimum Orders

The minimum order quantity for the Customer must correspond to the minimum delivery quantity indicated in the Offer, rounded up to the Packaging Unit ("PU"), unless by derogation agreement for specific packaging.

In case of no stock and no other orders on hand, the minimum quantity corresponding to new production from the Offer is valid.

The minimum of ordering for any Order is 500 euros. However, ARAYMOND INDUSTRIAL might accept to process orders below this amount against 50 euros administration fees as an extra.

3.4 - End of needs

Any or all definitive cancellation of the Customer's orders shall be subject both (i) to compliance with two (2) calendar months notice sent by mail to the Customer Service Department, and (ii) the receipt of confirmation from Customer Service Department.

It is understood that the Customer undertakes to take back the constituted inventory of Goods, within the limit of all the Fixed Requirements and Forecasted Requirements. Moreover, in the event of the production of a Customer dedicated product, the latter undertakes to take back or assume the costs for all the raw materials, components and semi-finished products specifically ordered for it.

3.5 - Standard Packaging

The delivered volumes shall be in multiples of the part's AR INDUSTRIAL standard packaging ("Standard Packaging").

It is agreed that the Customer accepts:

Should the ordered volumes be less than the Standard Packaging, then said volumes shall be rounded up to the closest amount of Packaging.

e.g.: Order: 900 parts → Standard Packaging = 1,000 parts → delivery: 1,000 parts.

Provided the total of several lines of the same order corresponds to Standard Packaging, said Standard Packaging shall be delivered on a single occasion on the first requirement date of said order lines.

e.g.: Order: 3 requirements for 500 parts on each date → Standard Packaging = 1,500 parts → delivery: 1,500 parts on a single occasion at the first requirement date.

The Customer shall bear sole responsibility for additional costs and consequences, which may arise as a result of the application of the abovementioned rules. The Customer shall therefore be personally responsible for taking any or all measures required in order to remedy the disturbance, which may arise as a result of this operation.

4 - The order's preparatory and ancillary work

4.1 - Plans, researches, descriptions

All the technical plans, descriptions, documents or quotations given to the Customer are communicated within the framework of a loan for use whose purpose is the evaluation and the discussion of the commercial offer of ARAYMOND INDUSTRIAL. They will not be used by the Customer for any other purposes. ARAYMOND INDUSTRIAL keeps all of the material and intellectual property rights on the documents loaned. These documents shall be sent back to ARAYMOND INDUSTRIAL upon first request of ARAYMOND INDUSTRIAL.

4.2 - Handing-over of samples

The samples or prototypes transmitted to the Customer are covered by a strict confidentiality. Samples may only be furnished to a third party with ARAYMOND INDUSTRIAL's express authorization.

4.3 - Conservation of tooling

The expenses incurred by ARAYMOND INDUSTRIAL for the research, the creation of tooling and the adjustment of manufacture shall be the subject of the Customer's financial participation.

Tools which are designed by ARAYMOND INDUSTRIAL and adjusted to its methods and its equipment shall remain ARAYMOND INDUSTRIAL sole property.

The Customer's participation in tooling expense shall not entail any transfer of material or intellectual property rights or know-how.

5 - Characteristics and status of products ordered

5.1 - Usage of the products

The delivered products shall comply with the SPECIFICATIONS at the time of delivery in accordance with the Incoterms (see Article 7.5 - Reception) and with

the technical regulation and the technical standards as mentioned in the SPECIFICATIONS.

The Customer is responsible for ensuring that the product is used in normal foreseeable conditions of use and in accordance with safety and environmental legislation in effect at the place of use, as well as with industry practice.

The Customer is solely responsible for determining whether such product is fit for a particular purpose and suitable for Customer's method of application.

Unless express provision mentioned on the product, the delivered product shall not be intended to be put in use for aeronautical purpose.

5.2 - Packing of the products

Packages not consigned shall not be taken back by ARAYMOND INDUSTRIAL. The Customer undertakes to dispose of packages in accordance with local environmental legislation.

5.3 - Transmission of the information concerning the product

The Customer undertakes to transmit to any sub-buyer any information that is useful to using the product. ARAYMOND INDUSTRIAL shall be responsible for the product's traceability, up to the date of delivery to the Customer.

6 - Intellectual property and confidentiality

6.1 - Intellectual property and know-how of the documents and the products

All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefore, and other information or Intellectual Property whether registered or not, disclosed, handed over or otherwise provided to the Customer by the Supplier and all rights therein shall be collectively referred as "Intellectual Property" of the Supplier

Intellectual Property will remain the property of Supplier and will be kept confidential by Customer in accordance with these terms and conditions. Customer shall have no claim to, nor ownership interest in, any Intellectual Property and such other information, in whatever form and any copies thereof, shall be promptly returned to Supplier upon written request from Supplier. Customer acknowledges that no license or rights whether express or implied of any sort are granted to Customer hereunder in respect of any Intellectual Property, other than the limited right to use the Supplier's proprietary Products purchased from Supplier. Unless specifically provided for and itemized for payment as agreed to by Supplier, the sale of Products or Services by Supplier to Customer does not include any design, development or related services associated with the Intellectual Property of the Supplier.

Mentioning, incorporating of the Customer's title block, or any other Customer's detail in the drawing shall not be construed as any assignment whatsoever to the Customer of any IP and/or know-how rights attached the Drawing and the norms shown in the Customer's title block shall not in any case represent, or be interpreted as an endorsement by ARAYMOND INDUSTRIAL.

6.2 - Confidentiality

The parties enter into with one another a general obligation of confidentiality concerning the components (documents on any media whatsoever, discussion reports, plans, exchanges of computerized data, etc.) exchanged within the framework of the contract preparation and implementation.

However the following information shall not be subject of an obligation of confidentiality:

- Information belonging to the public domain at the time of the conclusion of the contract

- All information that is already lawfully known by a Party prior to the conclusion of the contract, or prior to the preliminary works to the conclusion of the contract.

These stipulations shall not impede ARAYMOND INDUSTRIAL's option to use its know-how and its own technology developed during the contract, in the absence of a specific agreement concluded between the parties. These provisions shall not impede ARAYMOND INDUSTRIAL's option to protect his achievements.

6.3 - Guarantee in the event of infringement

When design, drawing, technical information ("Data") is provided by the Customer, the Customer guarantees that such Data and their use do / will not infringe third party intellectual property rights or know-how., Customer further warrants that ARAYMOND INDUSTRIAL can use it freely without infringing a contractual or legal obligations.

The Customer shall hold ARAYMOND INDUSTRIAL harmless from direct or indirect consequences of any civil liability proceedings or criminal liability proceedings resulting from infringement or unfair competition proceedings.

When Intellectual Property rights are owned by Supplier, it warrants that the Parts manufactured under the contract do not directly infringe any third party intellectual property rights published at the time of the Supplier's offer and in the place of production. If a claim under this section results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying or Customer from using Parts for their intended purpose, Supplier will at its option and expense either (i) secure a license of the Intellectual Property Right that permits Supplier to continue supplying the Parts to Customer, or (ii) modify the Parts so that they become non-infringing, or (iii) replace the Parts with non-infringing but practically equivalent Part.

Supplier will have no liability under this section unless Customer provides Supplier with full information, cooperation, and assistance regarding, and authority to defend, a claim covered by this section. Supplier will have no liability under this clause if and to the extent that a claim of infringement is based on (1) a Part modification made by Customer or a third party, (2) a Part modification made by Supplier at Customer's request, (3) use or interconnection by Customer of the Part in combination with other products not made or sourced by Supplier.

7 - Delivery, transport, inspection and acceptance of products

7.1 - Delivery timeframe

The delivery timeframe shall commence as of the latest of the following dates:

- the date of the order's acknowledgment of receipt,
- the date of receipt of all of the materials, equipment, tools, and execution details due by the Customer,
- the fulfilment date of prior contractual or legal obligations due by the Customer.

The agreed delivery timeframe is an important element which is specified in the Offer. However, timeframes stipulated are given for information purposes only and can be reconsidered if circumstances that are beyond ARAYMOND INDUSTRIAL's control occur.

7.2 - Delivery terms

The risks are transferred to the Customer upon delivery, without prejudice to ARAYMOND INDUSTRIAL's right to rely on the benefit of the reservation of title clause or to make use of its right of retention.

The delivery is carried out in accordance with the Incoterms (INCOTERMS 2010).

In the event that the Customer has the initiative of the transport and bears the transport's cost, the Customer shall be responsible for all financial consequences for direct action of the carrier against ARAYMOND INDUSTRIAL.

7.3 - Delivery

In the event of the closure of ARAYMOND INDUSTRIAL, for a Bank Holiday or a non-working day within ARAYMOND INDUSTRIAL, of governmental restrictions and/or those issued by the Authorities, non-exhaustively, road, air or sea ban the delivery dates may not be complied with. The Customer shall bear sole responsibility for the additional costs and consequences, which may occur from the above.

If the Customer requests the closing dates of ARAYMOND INDUSTRIAL, the Customer Service Department will give this information.

7.4 - Delivery Documents

Delivery documents shall be provided by ARAYMOND INDUSTRIAL to the carrier upon shipping. Upon request from the Customer, ARAYMOND INDUSTRIAL may provide a copy of the Delivery Documents.

The Standard Delivery Documents comply with Odette recommendation.

7.5 - Transport, customs, insurance

Unless otherwise agreed, all operations involving transport, insurance, customs, maintenance, and bringing to the site shall be carried out and paid by the Customer, at its own risk. The Customer shall be responsible for the Legal Acceptance and for exercising, if need be, remedies against carriers, even if shipping has been done carriage free.

7.6 - Transport lead-times

It is the responsibility of the customer to take into account the transport lead times in the scheduling.

Consequently, the Customer shall be aware of the Shipping Date of its Goods.

In all cases, ARAYMOND INDUSTRIAL liability as regards the estimated lead time for the means of forwarding supplied by the carrier shall be limited to the terms and conditions of the C.M.R.

7.7 - Routing Order

When the customer is responsible for the transport ARAYMOND INDUSTRIAL is not obliged to deal with the forwarder. Nevertheless, in order to have a smooth way of working ARAYMOND INDUSTRIAL recommends receiving a routing order at least 1 week before the first shipment. Announcements will only be done E-Mail without using any Web portal.

It is expressly agreed that ARAYMOND INDUSTRIAL does not have any obligation to remind or to warn the Forwarder; therefore ARAYMOND INDUSTRIAL will not assume any responsibility in this respect.

7.8 - EXW deliveries management

In the case of EXW-deliveries which are packed and announced and are not collected within 2 weeks from the date of announcement to the Customer/forwarder, the Customer Service Department will warn the Customer in written form that from a specified date onwards the delivery will be returned to stocks, parts will be subject to being unsold and replenishment lead time will come into effect. Furthermore, occurring costs for the additional handling will be charged to the Customer. The delivery will be cancelled and the Customer has to send a new order.

7.9 - Checking of the products

The Customer must, at its expense and under its responsibility, check or make check the product's conformity to the SPECIFICATIONS Drawing at the delivery time.

Any claim based on defects of quantity, quality or internal defects of the products shall be made in a written notice to ARAYMOND INDUSTRIAL within the deadlines specified in Articles 336 and 342 of the Commercial Code.

7.10 - Reception

The Customer is required to carry out the Legal Acceptance of the Products by which it acknowledges said Product's conformity to the SPECIFICATIONS Drawing. The Legal Acceptance is deemed as recognition of the absence of visible defects.

7.11 - Non-conformity

It is hereby reiterated that, in the event of non-conformity of the delivery, with the exception of lead-times, the Delivery Documents signed by the Customer shall include all the usual reservations. For any or all claim for non-conformity, it is expressly agreed that only ARAYMOND INDUSTRIAL customer service shall be authorized to handle such claims. Consequently, the Customer shall inform customer service by written notice. It is hereby further reiterated that no return of Goods shall be accepted prior to acceptance of the ARAYMOND INDUSTRIAL customer service. Failure to comply with this procedure shall lead to refusal and the return of the Goods at the Customer's expense.

It is also hereby reiterated that the costs related to a logistics claim duly noted by the Customer shall be subject, on the one hand, to notice by mail sent to the

Customer Service Department, and, on the other hand, to the written agreement of ARAYMOND INDUSTRIAL, which shall be deemed as acceptance of any or all expenses in respect of this claim.

7.12 - Handling and storage

The Customer shall respect the recommendations relating to storage and handling including, but not limited to, reconditioning of pallets, change of conditioning by the non-utilization of the products fallen on the ground, or the inventory turnover to ensure the availability of the last index in force of the modification of the Products.

8 Packaging & Palletizing

8.1 Identification

Identification labelling complies with the conditions of the Odette recommendations.

8.2 Packaging

Parts will be delivered in the Standard Packaging. Should the Customer wish to use another packaging this has to be agreed upon before the first delivery between ARAYMOND INDUSTRIAL and the Customer. Additional costs which occur due to the usage of the specific packaging shall be borne by the Customer.

It is expressly agreed ARAYMOND INDUSTRIAL will not provide one pallet per reference except if ARAYMOND INDUSTRIAL expressly agrees in writing to derogate.

ARAYMOND INDUSTRIAL cannot guarantee the stackability of the pallets.

Due to variations specific to the product itself and technical tolerances for counting, measurement and/or weighing equipment, the number of products placed inside each packaging unit (PU) may vary upwards or downwards compared to the anticipated nominal quantity.

Consequently, variations of quantities by (+) or (-) 6 % compared to the packaging unit (PU) are considered acceptable within the industrial sector. Therefore, despite such variations, the Supplier shall be considered to have fulfilled his obligations in terms of fulfilling the order and therefore, in this regard, no complaints will be accepted.

9 Safety Stock/Consignment Stock

9.1 The parties agree that ARAYMOND INDUSTRIAL in general will not constitute a safety stock.

9.2 The parties agree that ARAYMOND INDUSTRIAL in general will not constitute a consignment stock.

10 - Case of hardship and force majeure

10.1 - Clause of hardship

The Parties recognize that the ARAYMOND INDUSTRIAL offer constitutes a reasonable and equitable basis of their co-operation. If the data on which this contract is based are modified with the result that ARAYMOND INDUSTRIAL encounters serious and unforeseeable difficulties (for example but not limited to the following, significant increases in raw material's prices ...), then ARAYMOND INDUSTRIAL, after prior written notification, will make the adjustments, which are necessary in consequence of the circumstances and which were not reasonably foreseeable at the time of the Offer, in order for the contract to be balanced.

10.2 - Force majeure

The occurrence of an event of force majeure will lead to the suspension of ARAYMOND INDUSTRIAL's obligations with regard to the Customer. However ARAYMOND INDUSTRIAL will inform the Customer as soon as possible of the occurrence of a case of force majeure. ARAYMOND INDUSTRIAL will endeavor to remedy the situation, which has thus arisen, as soon as reasonably possible. It is expressly agreed that the Parties shall meet in order to agree as to the postponement of ARAYMOND INDUSTRIAL's obligations, which are affected by the event of force majeure, and to the rescheduling of the instalment schedule. Should this event continue for a period longer than 10 calendar days, and in the absence of an agreement 15 days following notice of the occurrence of the event of force majeure, either Party may terminate the contract without prior notice. Pursuant to this contract, it is expressly agreed that events of force majeure shall be, in particular: the occurrence of incidents, as upheld by effective legislation or by case

law, but also strikes or other blocking labor unrest, paralyzing bad weather, blocking road accidents or incidents, fires, shortage of raw materials, or generally, the fact, in spite of all due care taken, of not being able to make the delivery in accordance with the instalment dates as a result of a ban on, or non-receipt, of carriage authorizations by the relevant authorities for all the plants concerned by the issuance.

11 - Establishment of the price

The valid prices are indicated in the offer or in the annual agreed price list with the customer. In case of specific deals or conditions or price deviations ARAYMOND INDUSTRIAL will issue a new quote mentioning the latters.

The price corresponds exclusively to the products and services specified in the Offer.

The payments are made in Euros unless specific provisions in the contract.

12 - Payment

12.1 - Term of payment

Unless otherwise expressly agreed in a specific agreement, payments are made in accordance with the payment terms as stated in the Offer. Any negotiation of compensation due to the change of payment term is prohibited.

The dates of payment agreed upon in the contract shall never be unilaterally reconsidered by the Customer for whatever reasons, even in the event of litigation.

The advance payments are made without discount, unless otherwise agreed in a specific agreement.

12.2 - Delay of payment

Any delay in payments will lead to the application of interests which is equal to the interest rate set out in Article 7 of Ley 3/2004 of December the 29th.

At ARAYMOND INDUSTRIAL 's sole discretion, any delay in payments within due date will lead ARAYMOND INDUSTRIAL to withhold shipment of products, institute new terms of payment, cancel any order and ARAYMOND INDUSTRIAL will not be liable for direct or indirect consequences arising from such actions. . In addition, ARAYMOND INDUSTRIAL shall be entitled to obtain reasonable compensation from the Customer for any recovery costs exceeding that fixed sum and incurred due to the Customers' late payment.

12.3 - Modification of Customer's situation

In the event of deterioration of the Customer's situation noticed by a financial institution and attested by a significant delay in payments or when the financial position differs appreciably from the given data, the delivery will have place only in consideration of renegotiated terms of payment.

In the event of delay in payments, ARAYMOND INDUSTRIAL has a right of retention on the manufactured products and its accessories.

In the event of sale, of transfer, of handing-over in security or in the event of capital invested of his goodwill, or of a significant part of his assets or of his material by the Customer, also in the event that the bill did not return with acceptance within the seven days following its sending, ARAYMOND INDUSTRIAL reserves the right without injunction:

- to pronounce the termination of the contractual term and consequently the immediate payment of the sums still due
- to suspend all shipments
- to note on the one hand the annulment of all the current contracts and to practice on the other hand the retention of the received down payments, the held tooling and parts, until the determination of the possible indemnity.

12.4 - Compensation of the payments

The Customer undertakes not to engage into any illicit debiting or crediting or not to invoice ARAYMOND INDUSTRIAL for any amount that has not been expressly acknowledged by the latter as being its responsibility. Any automatic debit shall constitute an outstanding payment and shall give rise to the application of the provisions of Article 10.2 with respect to delay in payments.

12.5 - Reservation of title

ARAYMOND INDUSTRIAL keeps full ownership of the properties that are the subject of the contract until the effective payment of the entire price in principal and ancillary amounts. The non-payment of any of the due date could lead to the claim of these products. However, as of delivery, the Customer assumes liability for any damages that these properties could suffer or cause.

13 - Responsibility/Liability

13.1 - Definition of ARAYMOND INDUSTRIAL's liability

ARAYMOND INDUSTRIAL's responsibility is strictly limited to complying with the SPECIFICATIONS Drawing.

Indeed, the Customer, as a professional in his field of competency, shall be able to define with precision the specifications according to his own industrial data or data of his Customers and consequently shall be able to appreciate that the SPECIFICATIONS fully corresponds to its expectations.

ARAYMOND INDUSTRIAL shall not be liable:

- for defects resulting from materials furnished by the Customer,
- for defects resulting from design carried out or recommended by the Customer,
- for defects that result partially or completely from normal wear and tear of the product, damages or accidents attributable to the Customer or to a third party,
- in the case of abnormal or atypical use or use that is inconsistent with the product's intended use, industry practice, or ARAYMOND INDUSTRIAL 's advice or recommendations, in case of loss of traceability of the product by the Customer.
- If the Customer refuses to participate in a product recall, whether initiated internally or imposed by authorities, it will indemnify and hold ARAYMOND INDUSTRIAL harmless against any expense, claim or legal action resulting from any delay or failure to conduct the recall.

13.2 - Limitation of ARAYMOND INDUSTRIAL's liability

ARAYMOND INDUSTRIAL 's liability shall be limited to direct material damages caused to the Customer that result from fault attributable to ARAYMOND INDUSTRIAL in implementing the contract.

ARAYMOND INDUSTRIAL shall not be required to compensate harmful consequences due to the faults of the Customer or of third parties in connection with the implementation of the contract.

ARAYMOND INDUSTRIAL shall not be liable for damages resulting from the Customer's use of technical documents, information or data from the Customer or imposed by the latter. Under no circumstances will ARAYMOND INDUSTRIAL be required to compensate immaterial or indirect damages, included but not limited

to: losses in productivity, losses of chance, losses of benefit, commercial damage, shortfall, punitive damages.

If penalties and compensations planned were agreed by mutual agreement, these penalties and compensations have the value of fixed compensation, are in full discharge and are exclusive of any other sanction or compensation.

ARAYMOND INDUSTRIAL's civil liability, all causes taken together except for personal injuries and for gross misconduct liability, is limited to the amount of the selling price of the batch to which belongs the non-conform product.

The Customer guarantees waiver of remedy by its issuers or third parties in a contractual relationship with it, against ARAYMOND INDUSTRIAL or its insurers that is above and beyond the aforementioned limits and exclusions.

Notwithstanding anything contained in this agreement or any other document, Supplier's liability shall not exceed insurance coverage taken by the Supplier.

14. Termination

14.1 - Supplier's right to terminate for Breach

Supplier reserves the right to terminate all or any part of the order, without any liability of Supplier to Customer or any other third party if Customer repudiates, breaches, or threatens to breach any of the terms.

14.2 - Supplier's right to terminate for Convenience

In addition to any other rights of Supplier to terminate all or any order, Supplier may, at its option, immediately terminate all or any part of the order at any time and for any reason by giving written notice to Customer.

15 - Amicable resolution of disputes

All disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with contractual relationship or for the breach thereof, shall be settled amicably through negotiations in good faith.

16 - Applicable law - Attribution of jurisdiction

In the absence of amicable agreement, it is expressly agreed that any dispute relating to the contract shall be subjected to the Spanish law and shall be of the exclusive competence of the commercial Court of ARAYMOND INDUSTRIAL's headquarter, even in the event of appeal and of plurality of defendants.

17 - Miscellaneous

In the event that any clause of these Terms and Conditions or other elements of the contract should be or become invalid this shall not affect the validity of the remaining clauses.

None of the terms or conditions of these Terms and Conditions shall be deemed or construed to have been waived by any Party unless such waiver is set forth in a written instrument properly signed by such Party.