

## General conditions of sale of the company PERFILES DE PRECISIÓN, S.L.U. applicable from April 1st, 2010

### 1. General

These Conditions of Sale shall be applicable to all commercial transactions of sale of the company PERFILES DE PRECISIÓN, S.L.U. (hereinafter PERFILES). Any other conditions differing from those contained in this document will not be applicable unless expressly accepted in writing. These conditions shall be applicable to all supply of goods and/or services by PERFILES, with express exclusion of the hypothetical Conditions of purchase of the Client.

### 2. Orders

Orders shall be binding for the parties from the moment in which PERFILES has confirmed its acceptance in writing. The sale agreement shall be deemed formalized from the moment of the written confirmation. The acceptance shall confirm the price of the order and shall include the estimated date of delivery to the Client. Any changes requested by the Client after an order has been accepted by PERFILES, shall require the latter's acceptance in writing, and shall include, if necessary, the corresponding modification of the price and of the estimated delivery date. No modification shall be binding for PERFILES unless it has been expressly accepted in writing. The cancellation of an order by the Client once the agreement has been formalized, will entitle PERFILES to choose between demanding the fulfillment of the agreement, or terminating the agreement, with the right to a compensation for damages in both cases.

### 3. Force majeure /Acts of Nature

When by reason of force majeure or acts of nature any of the parties is unable to perform the obligations assumed in the agreement, these obligations shall be deemed suspended during the lapse and until the moment in which the cause that hinders the fulfillment has been removed. The party to claim force majeure or acts of nature must immediately inform of such circumstance to the other party, pointing out how its fulfillment may be affected and the new schedule of fulfillment once the cause is removed. The termination of the agreement based on a lengthy duration of the cause of force majeure or acts of nature shall require the agreement of the parties expressed in writing. The Client will not be entitled to claim force majeure and/or acts of nature in order to delay his obligation to the payment of the goods and/or services.

### 4. Delivery date

The estimated Delivery date shall be such included by PERFILES in its acceptance. Likewise, PERFILES shall inform the Client of any modification of the delivery date with

regards to the date initially foreseen, along with the reasons for such modification. The Client will not be entitled to any compensation for a delay in the delivery, unless such delay lacks of a reasonable justification. In any case, a simple delay in the delivery will not be a reason for the termination of the agreement. Early deliveries will require the express approval in writing of both PERFILES and the Client, including if necessary, the effect that these may have upon the due date of the payment of the price and its amount.

### 5. Place of performance of the obligation

The place of performance of the obligations arising from the sale agreement shall be PERFILES' domicile.

### 6. Delivery/Transfer of the risk

Unless otherwise agreed, the delivery to the Client will take place the moment the goods are placed at the carrier's disposal at the premises of PERFILES, travelling from then onwards on account and under the risk of the Client. Unless otherwise agreed, the goods will be delivered in the usual wrapping and packaging conditions observed by PERFILES in similar transactions. The delivery of the goods to the carrier will include the delivery of the corresponding travel documents.

### 7. Invoicing/Payment

Each shipment will be accompanied by the corresponding invoice, such invoice including the number of the order, the units shipped, the price per unit, the total amount, and the payment due dates. Unless a certain or an early payment date has been fixed, the term agreed upon for the payment shall count from the date the goods are placed at the carrier's disposal at the premises of PERFILES.

### 8. Receipt of the goods

The Client is obliged to receive the goods acquired, even in the case of partial deliveries. Should the Client refuse to receive the goods, PERFILES will be entitled to demand the fulfillment or to terminate the agreement, in the first case depositing the goods before an official receiver, and with the right to the compensation for damages in both cases. PERFILES may also resort to an official receiver whenever the Client delays the receipt of the goods. The expenses caused by the deposit, as well as such transportation expenses arising from the refusal of the Client to receive the goods, shall be borne by the Client. The deposit before an official receiver may be replaced, with the very same effects, by the storage of the goods at PERFILES' premises.

### 9. Defects/Guarantee

From the moment of the receipt of the goods, the Client will have four calendar days to

inform PERFILES of any defects on the goods, and thirty calendar days to inform of any internal defects, after which the goods will be deemed received at the Client's satisfaction, losing all right to act against PERFILES. PERFILES' guarantee is limited to the repair or the replacement of the defective goods, in the shortest possible time.

### 10. Title retention

Those goods not fully paid for, regardless of whether they may be under the Client's possession or not, will remain under the property of PERFILES; the Client will not gain ownership of the goods until these have been fully paid for. The Client shall be responsible against PERFILES for any loss or damage suffered by the goods under his possession, as long as they remain under the ownership of PERFILES. Likewise, the Client will be fully responsible for all damages the goods may cause while they remain under his possession.

### 11. Confidentiality

All information and/or documents disclosed by PERFILES to the Client within the business relationship shall be secret and confidential, the Client being obliged to refrain from disclosing them or releasing them to any third party. The Client shall compensate PERFILES for the damages caused by the breach of this obligation.

### 12. Industrial Property Rights

The sale of the goods object of the sale agreement will not entail the transfer of the know-how used in any of the stages of the manufacturing process, that may have been revealed to the Client. PERFILES reserves the property of all the industrial property rights of its ownership.

### 13. Applicable Law

The sale agreement is subject to Spanish law.

### 14. Jurisdiction

The parties agree to submit to the Courts of Justice of PERFILES' domicile all and any conflicts, disputes, claims and matters arising from the execution or interpretation of the sale agreement or directly or indirectly related to it, with express waiver of any other Courts of Justice that may correspond in application of international or E.U. regulations.

*This document has been translated into English for your convenience, from its original version in Spanish. Should there be any contradiction between the Spanish version and the English version, the Spanish version shall prevail.*