



1. SCOPE OF APPLICATION

These General Conditions shall apply to each and every order for the sale and supply of products, goods or services from Turco Española, S.A. (hereinafter TURCO or the Seller).

These General Conditions shall form part of the requests and confirmations of sales and supply orders made by TURCO. In such requests and/or confirmations of sales or supply orders the Web page where the General Conditions are shall be indicated. In this Web page the General Conditions shall be available; if a client doesn't have access to the said Web page a copy of the General Conditions shall be sent to the customer.

These General Conditions shall be understood to have been accepted, including the price rates in force at the time of dispatch of the goods, with the formalization by the customer of a sales or supply order of TURCO products. The present general conditions shall be applicable as long as the particular conditions of the order do not establish other criteria, in such case the second one shall prevail. Although the customer has its own general conditions, in case he place an order with TURCO implies full acceptance of these General Conditions, even though the customer had previously communicated to TURCO of their own Conditions.

Any additional condition stipulated by the client at the time of placing the order that contravenes or differs from the general conditions stipulated herein shall be considered invalid, unless this additional condition is previously accepted in writing by TURCO.

Shall only be valid an exception to any of these General Conditions when it has been previously putting in writing by the customer and accepted in the same form by TURCO. Exceptions to these General Conditions shall only apply to a specific contract or order, without the customer being able to extend them to past or future orders or contracts.

2. CUSTOMERS OFFERS AND ORDERS

Offers shall be made in writing, unless otherwise agreed, free of charge and without commitment to the Seller. The order will only be understood to have been accepted by TURCO once the order confirmation document has been issued in writing, in which shall appear the principal conditions (materials, packaging, quantities, sale price, delivery date, INCOTERM). Once the Order has been accepted by TURCO, this will be formally understood in the terms and conditions agreed. A later modification will be possible as long as it is agreed, again by mutual agreement.

In the case of acceptance of an Order, TURCO reserves the right to request payment guarantees and require to the Buyer the correct fulfillment of the commitments establish and even to reject the sale of Products or to demand cash payments from Buyers with whom it has experienced payment problems.

An order or supply by TURCO shall be deemed to have been accepted on delivery of the goods, unless a different date has been agreed upon in writing.

The customer shall not revoke any firm orders which he has sent and made to TURCO, either directly or through our sellers, except by written communication within a maximum period of 24 hours and prior acceptance by TURCO. Orders or supply shall only be binding for TURCO from the date of their express acceptance.

TURCO shall not be obliged to accept any order or supply order which may give rise to an increase in the amount or duration of the service, without having previously obtained the corresponding guarantees from the customer.

3. COMPLAINTS SYSTEM AND RETURNS

The Buyer is obliged to review the quantity and quality of the materials at the time of receipt. In this specific moment, the Buyer must make the corresponding reservation on the delivery note. Claims shall not be accepted for products that have already been treated and/or processed in any way after delivery.

In the event that the defects are not visibly apparent, the Product differs from the order or is contaminated with other goods of the customer the Buyer shall notify the defect to TURCO within 3 calendar days after the reception of the Products. If the Buyer does not use this right shall not mean an increase in TURCO's liability. In any case claims shall be admitted once the deadlines established in this clause have elapsed.

Any claim by the purchaser shall be deemed waived if has not proceeded in accordance with the preceding paragraphs.

TURCO shall inform to the Buyer the reception of the claim by a written acknowledgement of receipt. The claim shall be resolve by TURCO within 20 working days from the date of issue of the acknowledgement of receipt. TURCO shall proceed to indemnify the Buyer, at TURCO's decision, by replacing the materials after delivery of the defective Products or by reimbursing the price paid by the Buyer, this decision shall be communicated to the Buyer within 20 working days.

The submission of the claim shall not entitle the Buyer to delay or suspend its payment obligations or to claim any kind of penalty and/or compensation from TURCO. Additionally, TURCO shall not be liable for any material damage cause by the delivery, if the Buyer does one of the following actions; an incorrect manipulation of the materials, alters in any way the products, or the products have been improperly stored. TURCO shall in no case be responsible for the suitability of a Product for a specific use, nor shall it extend its guarantee on the Products to third parties other than the Buyer.

Damage caused by the transport of goods shall only be attributable to TURCO if the carrier has been contracted at its own expense always In according with the express agreement between the parties being an essential condition that at the time of receipt of the goods is indicated in our delivery note any incident relating to goods the situation, packaging or packages number.



No returns of goods shall be accepted after three months from the supply and provided that the expiry date of the product has not been exceeded and its useful life allows its reuse. Returns of goods will not be accepted without prior written agreement.

Complaints about TURCO's Products or Services shall be dealt with in accordance with the provisions of ISO 9001.

4. PRODUCTS, PACKAGING AND WASTE TREATMENT

The Buyer is solely responsible for the choice of the product on the sale, as well as the use or function he does with the products. Consequently of what is referred to in its catalogues, tariffs and/or general information of the Product, TURCO does not accept any responsibility or guarantee that the Product is suitable for the technical applications intended by the Buyer, nor for achieving, in whole or in part, the objectives envisaged by the Buyer when purchasing the Products.

The Purchaser acknowledges his fulfillment with its obligations under REACH (EC 1907/2006).

In all the cases in which it is required by the client a certificate of analysis, this shall be facilitated. In this certificate shall appear the parameters that are considered necessary for the correct identification of the product. Any quality test, different from the analysis certificate that the client wishes to carry out shall be charged exclusively to the client.

The final holder in Spain of used packaging waste is responsible for its correct treatment as waste through an authorized transporter and manager, for correct environmental management in accordance with Law 11/1997, Royal Decree 782/1988, Royal Decree 252/2006 and similar legislation. The final holder in any other Member State of the European Union of used waste, packaging or packaging is responsible for its correct environmental management according with Directives 1994/62 EEC of 20 December and 2004/12 EEC of 11 February and applicable state regulations.

5. PACKAGING, TRANSPORT AND DELIVERY CONDITIONS

Goods will be delivered properly packaged in order to avoid possible damage caused by transport, handling and storage. Products may be delivered packaged in the condition of containers included in the price or by charging their value on the invoice.

The Goods will be delivered duly labeled with their corresponding weights and shall be accompanied by their delivery note, which will indicate the order number / reference number and description of the goods / quantity shipped / means of transport / manufacturing batch number.

TURCO is authorized to make partial deliveries but it has to inform the purchaser with enough time and always seeking the best alternative for both parties. Likewise Turco could suspend its delivery obligation in the event that the Buyer fails to comply with any of its financial and security obligations, for reasons of force majeure and / or for fortuitous event or any other justified reason.

Any delivery is conditioned to the availability of stocks, for this reason the agreed delivery dates and periods shall have a merely indicative character. Although, TURCO will try to adjust as much as possible to the agreed delivery period.

The mere fact that TURCO exceeds the delivery period agreed with the purchaser shall not cause a contract breach, delay or liability and not authorizes in no case to the Purchaser to cancel the contract. TURCO in any case undertakes to send the buyer the corresponding communication where it shall explain the cause of the delay in delivery and the way to remedy the problem.

The delivery conditions shall be subject to EXW (Ex Works) Incoterm unless another system has been agreed between the parties. In case of conflict between the present conditions and the Incoterms the Incoterms shall prevail.

The schedule of delivery of goods in our warehouses is from Monday to Friday, from 8 to 14 hours. The transport shall be at the client expenses, as well as the failures or risks that could occur prior to the delivery of the material in their warehouses. The inherent risk of the products shall pass to the buyer at the delivery time that is when TURCO notifies the buyer that the products are ready to be gathered.

Failure to pay an invoice by the buyer shall entitle TURCO to suspend any new scheduled or contracted delivery. TURCO shall have the possibility to choose between demanding to the Purchaser an obligations fulfillment or cancel the business relationship. In both cases TURCO shall have the right to receive a compensation for damages and interest payments, all the aforementioned cases are according with it is established in the art. 1124 of the Civil Code.

6. INVOICING CONDITIONS, PAYMENT AND PROPERTY TRANSFER

The valid selling price shall be which is stated in the order confirmation issued by TURCO. In case of its absence shall be applied the general price list in force. VAT or any other tax in force at the time of invoicing will be added to this price. Once the order has been placed, there is a substantial variation in costs or a variation in the rates or taxes levied on the products, TURCO shall inform the purchaser of the corresponding increase of price and, therefore, of the new products price.

Sales orders will be invoiced with the delivery date which appears in our delivery note, and each invoice will be sent in duplicate, except when the parties agree to send it electronically.

The maximum period for payment of the materials invoiced, in default of, which provides the regulation is 30 days after the date of the goods (Art. 4.1 law 3/2004 of 29 December on combating late payment in commercial transactions).

Regardless the agreed payment method, the place of payment shall be TURCO's address. The delay in the total or partial payment shall automatically generate, for the mere failure to pay within the agreed term, default interests as established in article 7.2 of Law 3/2004.



Specifically in Spain the sum of the interest rate applied by the European Central Bank to its most recent main financing operation carried out before the first day of the calendar semester where it was treated more than eight perceptual points or the one that replaces it and that marks the corresponding legislation, in the case of other countries. Likewise, any costs incurred by TURCO as a result of a payment delay shall be charged to the Buyer.

The possibility that the purchaser may offset invoices against amounts owed by TURCO is expressly excluded.

In the event of partial or total non-payment of a single invoice, TURCO shall be entitled to demand, without prior notice, immediate payment of any outstanding amount and to make the delivery of a new order subject to this payment.

The transfer of ownership of our products only occurs when the customer has completed the payment of the invoice and the incidental costs incurred, even in the case of granting deferment of payment.

7. TAX OBLIGATIONS

The buyer shall be responsible for customs tariffs, VAT and other official customs clearance costs of the goods he imports. The parties undertake mutually to complete all requirements and formalities and to deliver all documentation necessary for the proper assessment of taxes and payment of invoices and in any case, all taxes that levied the sale of the product shall be paid by the Buyer.

8. CONFIDENTIALITY

The parties shall treat as confidential all the documentation, data and information provided by one party to the other and not disclose it to any third party for any purpose. This information is only used to perform and develop the supply, unless the prior written consent of the other party is recorded.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

The intellectual and/or industrial property of the order in all its terms, and the information attached to it as well as the products supplied belong to TURCO or to its suppliers; therefore, its use by the buyer for any purpose other than the fulfillment of the order is expressly prohibited, as well as its total or partial copy or cession of use in favor of third parties without the prior consent of TURCO.

The Buyer warrants to TURCO at all times and releases TURCO from all liability in relation to TURCO's use of the data, specifications or material provided by the Buyer and guarantees that it does not breach legal regulations or infringe the rights of third parties.

10. TERMINATION CLAUSES

The parties shall cancel any order or supply if one of the following circumstances occur:

- By mutual agreement between the parties.
- By failure to comply with any of these conditions.
- Non-payment of the agreed price in the terms of the general condition 5ª.
- Force majeure reasons according to the concept of force majeure specified in the Civil Code.

11. DOCUMENT DELIVERY

Every consignment shall be address to TURCO ESPAÑOLA, S.A. Feixa Llarga, 19 (Zona Franca-Sector F) - 08040 Barcelona (Spain).

12. APPLICABLE LAW AND JURISDICTION

These General Conditions shall be governed by the Spanish law.

The parts will try to solve amicably all the questions that could arise because of the interpretation or fulfillment of this agreement. In the event that it cannot be resolved in this manner the parties shall submit to the jurisdiction of the courts and tribunals of Barcelona, expressly waiving any other jurisdiction that may correspond to the place of order or payment.

13. DATA PROTECTION

We inform you that the data included in this document are included in the databases owned by TURCO ESPAÑOLA, S. A.

At any time you could exercise your rights of access, suspension, rectification, opposition, portability and limitation by communicating it in writing with your details at the address Carrer de la Feixa Llarga, 19, sector F, Zona Franca, 08040 Barcelona (Spain).