

GENERAL SALES CONDITIONS

1.- GENERAL. The delivery slip shows the general conditions of the commercial sales contract and of the merchandise delivery that was signed between this company and the person or company receiving the goods that are listed in the delivery slip.

2.- DISPATCH. The goods will be delivered or made available to the purchaser at the vendor's factory or warehouse, unless there is an express agreement otherwise. Each dispatch will be considered to all purposes as an independent sale, even if several of them are comprised within the same order.

3.- TRANSPORT. The goods travel at the purchaser's risk and expense, except when the sale conditions agreed are for the goods at destination.

4.- RESERVATION OF OWNERSHIP. The vendor company reserves the ownership of the goods until the purchaser has made the full payment for them. Cheques, promissory notes and bank transfers issued by the purchaser will not be considered as payments until they have been cashed.

5.- PRICE AND PAYMENT METHOD. The price and payment conditions of the goods delivered and listed in the delivery slip will be those established in the order acceptance made by the vendor. If the purchaser should fail to pay any of the invoices in the manner and conditions agreed with the vendor, the vendor will be entitled to demand payment of the remaining invoices that are pending, even if they are for other deliveries and are not yet due.

6.- CLAIMS. The vendor company guarantees the quality of their products. If there are any claims on defective goods, articles 336 and 342 of the Code of Commerce shall apply. Thus, any possible apparent and hidden defects in the goods must be notified in writing.

7.- RESPONSIBILITY ON PRODUCTS. In no case will the vendor be responsible for any type of damage that may be derived from use of the product.

The vendor's only obligation towards the purchaser is to replace the amount of product that is proven to be defective.

8.- WASTE PRODUCTS. Pursuant to article 18, section 1" of the RD 782/1998, the party responsible for delivery of the waste product from containers or used containers for their correct environmental management is the end user.

9.- FORCE MAJEURE. The failure to comply or faulty compliance by the vendor that is beyond their control and is due to force majeure or acts of God, fire, labour conflicts, strike in the concurring sectors, lack of raw materials or other unforeseeable events will not lead to any responsibility whatsoever for the vendor.

10.- JURISDICTION. The purchaser and the vendor expressly submit to the competence of the Courts and Judges of the city where the vendor's head offices are located for any matters or disagreements that are derived or may be derived from this transaction, including court claim of the price, enforcement of bills of exchange, cheques or promissory notes, renouncing any other jurisdiction they may be under.

11.- No returned goods will be accepted after 30 days from their delivery. ASPLA's responsibility in the claims and/or returns will solely and exclusively be limited to replacement of the defective materials.

CONDITIONS IN CASE OF FOOD USE

1.- RECOMMENDATIONS ON HANDLING AND STORAGE (FOOD SAFETY). Store in a covered, dry and cool place, preferably on shelves. Avoid direct or indirect sunlight to prevent damage to the film or the containers. Only open the container when the product is to be used. Use preferably within 6 months from the date when it is received, unless the product labelling states a different expiration date.