

GENERAL TERMS OF SALE

impress diseño Iberia, S. A.

1. Scope

1.1. The delivery of goods by IMPRESS DISERO IBERIA, SA will be carried out in accordance with the general terms detailed below, which are accepted unless expressly receded by the customer.

2. Price quotations

2.1. Quotations will not be considered as firm until we have acknowledged the order in writing.

2.2. The invoice for the various goods will be in accordance with the prices valid at the time of the delivery. The prices stated on our order acknowledgement will in any case always prevail

3. Payment

3.1. The terms of payment will be specified in all cases by both parties and confirmed in writing.

4. Default in payment

4.1. In the event of default in payments, IMPRESS DISERO IBERIA, S.A. reserves the right to charge the customer not only the expenses arising from the unpaid amounts, but also the legal interest accrued since the payment due date.

5. Ownership

5.1. IMPRESS DISERO IBERIA, S.A. retains the full ownership of all goods delivered for as long as the payment of the full amount of the invoice has not been fulfilled.

6. Delivery

6.1. Shipment in every case will be on behalf of the customer's account and risk even when IMPRESS DISERO IBERIA, S.A. has arranged for the transport.

7. Claims

7.1. The customer is obliged to check immediately the contractual conformity of the goods supplied.

7.2. Once the goods supplied by us have been processed by the customer, no claims may be lodged.

7.3. Faults in any part of goods supplied do not justify a claim for the entire delivery, unless the partial delivery is justifiably of no interest to the customer.

7.4. With the first delivery of a design, IMPRESS DISEÑO IBERIA, S.A. will determine the master sample which will serve as a reference for future deliveries and will submit a sample of the same to the customer in order to carry out the corresponding quality controls. Succeeding orders of the same design will be produced in accordance with the master sample. IMPRESS DISERO IBERIA, S.A. has exhausted the master sample, a new one will be determined for the same design and submitted to the customer replacing the previous master sample. Requirements from the customer deviating from that which is set forth must be confirmed in writing. Colour differences cannot, when these lie within accepted commercial tolerances, be the subject of claims.

7.5. In case of anomalies in the material supplied by us, the responsibility of IMPRESS DISEÑO IBERIA, S.A. will be limited to replacing or refunding the printed paper which is object of the claim 7.6. IMPRESS DISERO IBERIA, S.A. guarantees the good quality of the material that it produces. For this reason, IMPRESS DISERO IBERIA, S.A. will be exempt from all responsibilities for those goods defects are caused by deceit, negligence or bad storage by the customer.

8. Material provided by the customer

8.1. The material supplied by the customer, regardless of type and quantity, will be delivered without cost to the address of IMPRESS DISERO IBERIA, S.A. The packing and waste material produced during the transformation will be the property of IMPRESS DISERO IBERIA, S.A. Our responsibility in the event of a claim, for those cases where the printing and/or coating work is carried out on base material supplied by the customer, will be limited to the value of the transformation carried out by us in the claimed surface, and under no circumstances will cover the value of the base material nor the products manufactured with it.

9. Increased or reduced delivery

9.1. Deliveries supplied plus or minus 20% of the amount ordered will not justify a claim for orders equal or below 3.000 kg, and 10% if the volume ordered is over 3.000 kg. The amount delivered will always be the amount invoiced.

10. Ownership and copyrights

10.1. Production means, in particular transparencies, cylinders and printing patterns used by our company for the production of contract products, will remain our property even if such Items have been invoiced separately.

10.2. The customer will be solely liable for possible claims for violation of copyrights, The right of industrial application in the printing cylinders made available by us will be excluded. The customer will absolve us of all blame in respect of claims by third parties in the event of such violation of copyright.

10.3. The copyrights, registered designs and the rights to duplicate by any method and for any purpose attached to our originals, designs printing cylinders and similar, will remain our property unless any other express arrangement is agreed.

11. Custody

11.1. Pat-terns, raw material, transparencies, printing cylinders and other elements liable to be re-used, in addition to semi- and finished products will only be kept in custody by IMPRESS DISERO IBERIA, S.A. subject to prior arrangement and against special payment in each case.

11.2. For the event that items held in custody are to be insured it will be under the customer's responsibility IMPRESS DISERO IBERIA, S.A. may arrange the insurance subject to prior writ-ten agreement.

12. Applicable laws and submission to courts

12.1. The present terms will be applied in accordance with Spanish Law.

12.2. In order to settle any legal dispute, the parties expressly renounce to any other jurisdiction that may correspond, and accept the Courts of Granollers (Barcelona).

12.3. For the event that any form of this agreement is invalid this will not prejudice the validity of the remainder.