

**GENERAL CONDITIONS OF SALE OF THE COMPANY  
TISELAB, S.L.**

Barcelona, 4 September 2018

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## TISELAB, S.L.'s GENERAL CONDITIONS OF SALE

### 1. Object

- 1.1. The sale of products and provision of services by TISELAB, S.L. (hereinafter referred to as "**Tiselab**") is regulated by these general conditions of sale (hereinafter "**the Conditions**").
- 1.2. Tiselab reserves the right to update and/or modify the content of these Conditions at any time without prior notice, therefore the Customer is advised to periodically check them.

### 2. Orders

- 2.1. The sale is formalised when Tiselab receives the customer's orders (hereinafter, "**the Customer**") at the address [customerservice@tiselab.com](mailto:customerservice@tiselab.com) and accepts the order by sending the corresponding order confirmation. Any complementary agreement and any subsequent modification requested by the Customer must be confirmed by Tiselab and will not have any effect until there is express and written acceptance from Tiselab.
- 2.2. All Tiselab supplies and services are subject to the conditions set out below. Any provision in any Customer order that differs from these Conditions is explicitly rejected. Such provisions shall not be binding on Tiselab unless they have been agreed upon and signed in writing by both parties.
- 2.3. Orders placed by the Customer, once accepted by Tiselab, will be binding, and therefore cannot be cancelled without Tiselab's written consent. In the case of acceptance by Tiselab of a request to cancel an order, Tiselab will not assume the cost thereof, which will be passed on to and paid by the Customer for said cancellation to produce effects.
- 2.4. Orders must exceed the minimum amount indicated in the offer, which may vary depending on the type of product. Otherwise, Tiselab will invoice this minimum amount or may charge management and/or transport costs on the invoice.

### 3. Price and payment terms

#### 3.1. Price

- 3.1.1. Tiselab provides all of its Customers with updated information on the prices of products and services through the sale offers (hereinafter, the "**Offer**") to the Customer.
- 3.1.2. The prices indicated in the Tiselab price list do not include shipping, insurance, installation or taxes.
- 3.1.3. Tiselab guarantees the price stated in an Offer to the valid date indicated therein.

#### 3.2. Payment terms

- 3.2.1. The invoiced price must be paid 30 days after the invoice issue date, unless other conditions are specified in the invoice itself or in the Offer. If the products could not be delivered or were delayed at the Customer's request or for any reason for which the Customer is responsible, payment must be made on the scheduled date as if there had been no such impediment or delay, as well as all costs and expenses incurred, if any.
- 3.2.2. If the Customer fails to pay on the due date agreed with Tiselab, the latter may suspend their pending deliveries and demand immediate payment of all invoices

not due, as well as advance payment of all deliveries not made to date and corresponding to confirmed orders and may also claim damages.

- 3.2.3. Tiselab reserves the right to charge interest and collection costs on any outstanding invoice not paid when due, in application of the provisions of Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial operations, and any regulations that might replace it.

#### **4. Delivery time and transport**

##### **4.1. Delivery time**

- 4.1.1. Products may be supplied in several deliveries, unless a single delivery has been specifically requested, and accepted by Tiselab.

- 4.1.2. Tiselab wishes to comply with all the delivery terms agreed with the Customer, although it will not assume penalties in case of delays. The terms may be modified by Tiselab in any case but shall be communicated to the Customer in such an event.

The Customer knows and accepts this situation, which will not entitle them to demand any penalty or the resolution of the corresponding order.

- 4.1.3. For certain products, Tiselab recommends the Customer schedule their orders over an annual period. This makes it possible to anticipate the production and stock to guarantee deliveries within the agreed term.

In the case of programmed orders, the Customer may modify the delivery dates, provided that this is done with one (1) month's notice of the agreed term, accepting said product even if the expiration dates have been reduced if the delivery date is delayed.

In no case will the cancellation of scheduled deliveries be accepted less than two (2) months before the scheduled delivery date.

##### **4.2. Transport and risk**

- 4.2.1. Unless the terms of the Offer indicate otherwise, transport costs are not included in the product prices and are borne by the Customer.

- 4.2.2. Unless the terms of the Offer indicate otherwise, the risk is transferred to the Customer upon the products' arrival at the destination indicated by the Customer for delivery or at the time when they are made available to them at the Tiselab facilities for collection by or on behalf of the Customer. The risk is transferred even if the Customer decides to delay their collection. Tiselab is not responsible for how long transportation takes once the materials leave their warehouses.

- 4.2.3. If, at the time of delivery, obvious damage is detected to the packaging or to the product itself, the Customer must indicate this on the delivery document signed for the carrier, otherwise no claims will be accepted.

- 4.2.4. In addition to the provisions of Clause 3.2.1, if the shipment or delivery is delayed at the Customer's request for a period exceeding one (1) month from the date on which the goods were available, the storage expenses until its effective delivery may be invoiced to the Customer.

#### **5. Guarantee of quality and operation**

- 5.1. The products will have the Tiselab guarantees that are indicated in the terms of the Offer and, failing that, twelve (12) months from their reception, from the time indicated on the

Delivery Note. In the case of products with low expiration, the guarantee will expire upon expiration of the product, even if it is less than twelve (12) months.

- 5.2. Preventive or corrective maintenance services, as well as their parts or spare parts, have a 3-month guarantee.
- 5.3. If the Customer should detect defective products, Tiselab must be notified within a maximum period of seven (7) days from receipt, in writing and in a reliable manner, specifying at least the serial number of the product and including a brief description of the defect.
- 5.4. When it is verified by Tiselab that there are defective products, these will be repaired or replaced - at Tiselab's choice - without charge, always within the indicated guarantee period. Parts subject to wear are excluded from this guarantee.
- 5.5. Repaired products have the same guarantee period, but the liability is limited to the repaired parts/functions.
- 5.6. Once a product has been checked, if it is determined that it is working correctly or that the cause of the malfunction does not concern product itself, it will be returned to the Customer, postage due together with a minimum charge of €20 and a maximum of 2 hours of labour for handling and checking.
- 5.7. This guarantee shall not apply if the Customer or a third party has made modifications, repairs or in any way manipulated the supplied products.

## **6. Product return**

- 6.1. The Customer may not proceed to return the products supplied without prior written consent from Tiselab.
- 6.2. If TISELAB accepts the return of the products, the conditions of return that Tiselab sends to the Customer will apply, which must be signed in acceptance by the Customer. All costs incurred due to the order and said return will, in any case, be at the Customer's expense, and must be settled for such return to produce effects.

## **7. Limitation of liability**

- 7.1. Tiselab is released from any liability for loss or damage as a result of factors or causes that are not attributable to Tiselab.
- 7.2. Tiselab will be solely responsible for product defects provided that the Customer has warned Tiselab of the defects within the guarantee periods specified in Clause 5. Our responsibility is limited to carrying out the necessary repairs in our facilities and/or delivering alternative merchandise. In any case, the maximum amount of liability is limited to the price of the products sold to the Customer.
- 7.3. Tiselab will not be liable for any consequential damages or lost profits or other resulting damages, whatever the cause thereof.
- 7.4. Tiselab is not responsible for the breach of any term of these conditions if it is caused by any circumstance beyond Tiselab.

## **8. Force Majeure**

- 8.1. Neither Party shall be responsible or liable for any delay or failure to comply with its obligations under the contract binding them insofar as the breach was caused by an event beyond their control (force majeure) during the time in which said cause is effective. The same shall apply in the case of contractual breaches by suppliers due to force majeure. For the purposes of these Conditions, an event of force majeure shall include the following in particular, and by way of example and non-limiting: (a) a state of war or civil war, whether or not it has been declared, (b) fire, (c) natural catastrophes

such as floods, storms, etc., (d) general shortage of raw materials or inability to obtain equipment or materials, (e) restrictions on energy consumption, (f) publication of legislation or governmental decisions, embargoes, restrictions on exports and imports that affect transportation or deliveries, (g) strikes, lockouts or labour disputes of any kind (whether with reference to their own employees or to others), (h) accidents, (i) seizures or expropriations or (j) any production failure beyond their reasonable control.

- 8.2. Force majeure will not be an excuse for late payments.
- 8.3. If any of the parties is affected by one (or more) of the events described in Clause 8.1 above, it will immediately notify the other party, declaring the nature of the event, its estimated duration and the actions taken to avoid or minimise its effects.
- 8.4. Each of the parties shall have the right to cancel the contract by notification in writing or in electronic format if it is impossible to fulfil it for more than six (6) months, in accordance with Clause 8.1.

## **9. Property rights**

- 9.1. All products will remain the property of Tiselab, which reserves their domain, until all the accounts owed by the Customer to Tiselab are paid and the fees corresponding to the order are paid.
- 9.2. If after the payment is due and unpaid by the Customer to Tiselab, the Customer has proceeded to sell the product or part of it to a third party, it will be understood that said sale has been made acting as a fiduciary agent of Tiselab. The Customer will carry out the procedures of such sale on behalf of Tiselab and must account for such actions in a separate account, immediately paying the amount obtained from this sale to Tiselab.

## **10. Safety and health in the workplace**

- 10.1. It is the responsibility of the Customer to ensure that the products are installed correctly and safely, according to the instructions previously provided by Tiselab and following the guidelines of good commercial practice, without risk to the health or safety of people. Tiselab accepts no responsibility for the Customer's breach of this Clause.

## **11. Pharmaceutical, Cosmetic and Food Products**

- 11.1. With regard to the production of pharmaceutical, cosmetic or food products, the Customer shall be solely responsible for compliance with the usual medical requirements, good manufacturing practices and the laws, regulations and other provisions applicable to each sector.

## **12. Environmental management of packaging and packaging waste**

- 12.1. The final owner in Spain of the waste packaging or packing used is responsible for its delivery for proper environmental management, in accordance with Law 11/1997, Royal Decree 782/1998, Royal Decree 252/2006 and related legislation. The final owner of waste packaging or used packaging in any other member state of the European Union is responsible for its proper environmental management in accordance with the Directives 1994/62 CEE of 20 December and 2004/12 CEE of 11 February and applicable state regulations.

## **13. Industrial and intellectual property**

- 13.1. Tiselab has reserved all copyrights, patents, trademarks, and the right of legal protection of the registered designs in its drawings, circuits, software, documents and equipment.
- 13.2. The drawings, specifications, documents, etc., attached to Offers and delivered to the Customer are exclusively for their personal use. They cannot be totally or partially

copied and cannot be made available to third parties without express written consent from Tiselab.

- 13.3. If the Customer is required or sued by a third party for breach of industrial and/or intellectual property, whatever the cause may be, for any of the products provided by Tiselab, the Customer shall immediately notify Tiselab so that the latter may exercise their right to defence, the Customer refraining from agreeing to any transaction without their prior consent.

#### **14. Data protection and non-disclosure**

- 14.1. In accordance with the provisions of current data protection regulations, Tiselab informs the Customer that their data, and those of their agents, employees or members provided in the order or during the commercial relationship between both parties will be subject to treatment by Tiselab and incorporated into the "Customers" treatment activity.

The purpose of such treatment is, on the one hand, to manage the contractual relationship derived from the sale of products by Tiselab as well as the included services and, on the other hand, the sending of commercial information, of surveys and prospects related to the Customer's satisfaction and/or promotional, including by electronic means, related to the contracted products and/or services. Said data processing is the responsibility of Tiselab and is carried out by virtue of the contractual relationship between both parties to perform said treatment in accordance with current regulations, unless otherwise indicated or if the Customer objects.

Unless otherwise expressly stated at the time of collection, all data requested for the order to be placed must be provided as they are essential elements for the performance of the contract. The failure to provide these will render it impossible to offer the services or services that are contracted. Personal data will be collected exclusively for the purposes indicated in this Clause.

The data processing will be carried out during the term of the contractual relationship and during the term for which Tiselab must keep them to comply with current regulations (for tax, commercial purposes, etc.).

The data processed by Tiselab are not transferred to third parties except Public Administrations or competent bodies in cases in which the assignment is required by law. Tiselab, in using these personal data, is committed to using them in accordance with the purposes mentioned above and to respecting their confidentiality by applying appropriate security measures thereto.

- 14.2. If the Customer or any of its agents, employees or members, whose data can be processed by Tiselab, wish to exercise their rights of access, rectification, limitation of treatment, deletion, forgetting and opposition, in addition to their right to withdraw their consent or portability, if applicable, in relation to their personal data, they can send their request in writing to the registered office of Tiselab or via email to [info@tselab.com](mailto:info@tselab.com) indicating "DERECHOS" (RIGHTS) in the subject and providing all documents necessary to confirm their identification. Likewise, the Customer or any of its agents, employees or members may submit a complaint to the control authority for any breach of their rights to the protection of personal data, this authority being the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)). For the above purposes, the Customer will be responsible for the truth and accuracy of the data provided, and for obtaining the necessary authorisations and consents to allow and guarantee the correct treatment of the data in accordance with the points set forth in this clause. The Customer declares that they know and accept the data processing carried out by Tiselab in accordance

with the points set out in this clause and, by signing the order, express their agreement to the treatment thereof for the indicated purposes.

- 14.3. Tiselab guarantees the Customer that it will maintain absolute confidentiality on any information, document or product owned by the Customer that is delivered to it within the framework of the commercial relationship.

**15. Applicable law and jurisdiction**

- 15.1. These Conditions, both for their application and their interpretation will be governed by Spanish Law.
- 15.2. The parties agree to resolve any difference that may arise on these Conditions amicably. In the event that an amicable solution is not possible and legal litigation is appropriate, both parties express waive any other jurisdiction that may correspond to them and agree to submit to the jurisdiction and competence of the Courts and Tribunals of the city of Barcelona.

**16. Additional conditions**

**16.1. Partial nullity**

- 16.1.1. If any Clause of these Conditions should be declared void, the other Clauses will remain in force and will be interpreted taking into account the will of the parties and the purpose of said Conditions.
- 16.1.2. Tiselab may, in the case indicated above, proceed to the drafting of a new clause to replace the clause declared null and void.

**16.2. Waiving**

- 16.2.1. The non-exercise by Tiselab of any right derived from these Conditions will not be construed as a waiver of such right, unless expressly waived and in writing by Tiselab.

**16.3. Titles**

- 16.3.1. The titles of the clauses are of indicative value only and should not be considered an integral part of these Conditions.