



Fundación Nodular

Sociedad Anónima

FUNDICIÓN NODULAR, S.A. GENERAL SALES PROCEDURES

Offers and Purchase Orders:

The acceptance of any order, based or not on a given quotation, is subject to the following terms and conditions of sale, with exclusion to all others. Unless provided otherwise, the maximum period of validity of any offer or quotation shall be of forty-five (45) days since their issuing date, and they shall not become final and binding until they are confirmed in writing by the seller.

Pricing:

Any amendment requested by the buyer in weight, quantity or item specifications, or even the cancellation of the order itself by the buyer's instructions or lack of them, will mean a revision of the quoted prices, particularly if the manufacturing costs are affected.

Terms:

All prices are quoted net.

Unless expressly agreed, invoices shall be settled no later than the end of the month following the month of dispatch. When goods are delivered in installments, the invoices relating to each delivery shall be payable by their respective due dates, and shall not be postponed until all the ordered goods have been delivered.

Transport:

Unless otherwise agreed, all prices are quoted "F.O.B" Spanish Port.

Delivery:

By adhering to the principle of responsibility suppliers shall prove their ability to provide a satisfying and distinguished after-sale service, designating the most suitable people and contact sources, enabling the acquisition of replacements, etc..

Sale Costs:

Toda vez que ha sido contratado, en general serán por cuenta del proveedor todos los gastos derivados de la correcta prestación de servicio o entrega de los bienes y externos a los mismos, incluyendo las tomas de riesgo, gastos financieros, legales, dietas, transportes, etc.

Arbitration:

Although we always try our best to ensure delivery within the agreed time, delivery dates cannot be guaranteed and are not binding. Therefore we do not accept any liability for delayed delivery of any cause, origin or nature whatsoever.

All provisions related to penalties for delayed delivery are excluded of Contract.

Delivery terms quoted in our offers are subject to confirmation at the time of order.



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Damaged, Defective or lost goods:

No claim will be accepted for damage, shortage, loss in transit or non-delivery unless a claim is notified in writing to us within the carriers permitted period.

Defects:

Yet we endeavor to ensure sound material and proper workmanship, shall any good supplied by us proved to be defective we commit ourselves to replace or repair it as per the same design and specifications, and deliver it at the agreed point of delivery, provided this is possible and the defected goods are returned to us within 12 months from the date of receipt. Under no circumstances whatsoever shall the manufacturer be liable but for the above-mentioned, being excluded any claim for loss of profits, consequential damages or incurred expenses. These are the only applicable conditions and exclude all other whatsoever, regardless of their nature with respect to the goods and services supplied by us. No variation in these conditions is permitted by our part.

Packaging:

Unless provided otherwise, the quoted prices do not include cradles or packing material. Packing for shipment will be provided by us if specified on enquiry. Every care will be taken in packing goods, however our responsibility ends upon delivery F.O.B. Spanish Port, or at such other place of delivery as may be named by a special provision in writing. Where goods are liable to receive unusual treatment after delivery F.O.B, the buyer must satisfy himself as regards the suitability of packing before the goods leave our works, as no claims for breakage or damage after shipment will be entertained by us.

Arbitration:

Any dispute, or question arising between the buyer and seller as to the construction, meaning or effect of these conditions, or as to their respective rights or liabilities under any contract to which these conditions apply or otherwise, shall be referred to a single arbitrator to be agreed upon by both parties, or failing such agreement to be nominated by the President of the Oviedo Chamber of Commerce, and every such reference shall be deemed a submission to arbitration within the subject to the provisions of the Arbitration Acts....., or any statutory modification or re-enactment thereof for the time being in force.

Law and jurisdiction:

Any contract under these General Conditions and all sales there under, shall be governed by the Spanish Laws.



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Title to goods:

Until the buyer has not paid in full the amount due for the supplied goods, these will be held by him as the company's bail. Should the purchaser try to sell the whole or any part of such goods to a third party, before settling their payment to the buyer, the purchaser shall be considered as agent for any sums of money received from the third party with regards to the whole or any part of the goods. Payment shall be deemed to have been settled when cash has been handed to the company or the amount of a cheque has been credited to the company's bank account and cleared by the purchaser.

Cancellation:

Any order cancelled whilst the goods are still been processed will be subject to cancellation charges. Finished products will be charged at contracted sales price less scrap value. Those orders not yet processed will be charged at 25% of contracted sales price, provided the order is cancelled within 30 days from issuance.

Confidentiality:

Any information or documents received from customers will be treated with the highest confidentiality.

2006, March, 1st.

Juan Llano (Commercial Manager)

Jorge Farrás (General Manager)