

**PALL GENERAL SALES CONDITIONS**  
GENERAL SALES CONDITIONS OF PALL ESPAÑA S.A.U.  
May 2020

1. Prices: Unless there is indication to the contrary, the prices of the materials offered will be understood to be net in our warehouse or in that of the manufacturer whom Pall España S.A.U. has commissioned to produce or assemble them (hereafter "third parties"), if applicable, with the exception of their packaging, transportation and insurance from our warehouse to the place of delivery to the client, together with any other tax that in accordance with the law must be charged as a consequence of the sale. If no other method is established, the prices offered are valid for a maximum period of 30 days, after which they may be modified. The offers are subject to the client's credit approval by Pall España S.A.U. The offers, contracts and orders are considered valid when they are approved and accepted by Pall España S.A.U. by issuing an acknowledgment of receipt.
  2. Packaging, Transport, Insurance and Term of Delivery: Unless it is established otherwise in the offer or the price list of Pall España S.A.U. and is agreed in writing between the client and Pall España S.A.U. all prices offered are CPT (Incoterms 2020). The packaging, transport and insurance of the materials to be supplied from our warehouse or that of third parties to the place of delivery to the client, will be performed in accordance with CPT (Incoterms 2020). The delivery timetable given in our offer is the best that can be established; if for reasons not attributable to Pall España S.A.U. the timetable should be extended, Pall España S.A.U. will accept no responsibility. The products may be delivered by Pall España S.A.U. at a date earlier than that offered if the Client is notified accordingly.
  3. Taxes: The value added tax currently in force, VAT, equivalence surcharge, if applicable, or any other tax that may appear in the future that substitutes it or complements it, is not included in the prices offered, and it will be billed as a separate item, in accordance with the law.
  4. Ownership of Material: The material or product supplied, to which the present invoice refers, is the exclusive property of PALL, who reserves for itself the ownership until the amount of the invoice has been paid in full, and PALL ESPAÑA S.A.U. is authorized to remove the material supplied at the client's cost if the payment is not realized in the terms and within the period agreed upon, as long as it has not been used. If the material has been used, the client is obliged to pay for it, independently of the results obtained from its use. All equipment, designs (including plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or provided by PALL ESPAÑA S.A.U., and all the intellectual property rights to these are the complete and exclusive property of PALL ESPAÑA, S.A.U., who authorizes the Client to use them based on a non-exclusive, non-transferable license; the client may not transfer them to third parties, whether natural or artificial persons, without the express written authorization of PALL ESPAÑA, S.A.U.
  5. Risks: For the purposes of the delivery and responsibility for the products or materials acquired, it is considered that the risks to these products are transferred to the client in accordance with CPT (Incoterms 2020), unless another condition has been expressly agreed in writing.
  6. Form of Payment: The prices for our offer have been set in function of the form of payment adopted for it, and hence any modification in the form of payment will motivate a modification in the prices. In case of non-compliance with the form of payment, Pall España S.A.U. (notwithstanding other rights): will have right to compensation for the financial costs and other expenses at a monthly rate of 1% of the quantity pending payment due to not having been settled within the agreed period, or to cancel the contract or suspend the deliveries to the Client. When, in the opinion of Pall España S.A.U., the financial situation of the Client justifies this, Pall España S.A.U. may suspend orders or require their payment in cash or by any other guaranteed method at any moment. The payment period will be calculated starting from the invoice date, and it will be considered that the Client fails to comply with the conditions when he does not settle the payments within 7 days of their maturity.
  7. Quality and Operability: Pall España S.A.U. guarantees that the quality and specifications of the products to be supplied correspond to the description in the offer. Our products are submitted to a rigorous process of quality control in the different phases of their production in order to assure that the product is manufactured in accordance with our strict norms of design, production and control. Given that the product performance is dependent on the characteristics of the fluid, installations, operational procedures, etc., of the client, we do not offer an explicit or implicit guarantee of the material, operability and adaptability of the materials for any specific purpose, whether or not we know it. Our responsibility in relation to, or as a consequence of such defect in the original material or in the replacement, is limited to the substitution, but does not include other expenses produced or consequential damages. The Client must give written notice immediately of any claim using the established form, and he must permit Pall España S.A.U. to inspect and verify the product that is the source of the claim, and on request furnish to Pall España S.A.U. the complete data and details of the operating conditions of the system.
  8. Guarantee and Liability Limit: The responsibility arising from the choice of the product or service offered and billed by PALL ESPAÑA, S.A.U., in order to achieve the objectives that the Client intends with its use and the results obtained with the products or services acquired is the exclusive responsibility of the client. During a twelve-month period from date of shipment (Guarantee Period) PALL ESPAÑA, S.A.U. guarantees that the products that it has manufactured and supplied are exempt from defects in their materials and in their execution, provided they have been correctly installed and maintained, and used in accordance with the design conditions and specifications. In no case will PALL ESPAÑA be liable for delays, damages or losses or lost profits from manufacturing or commercial processes to which the materials or services acquired are dedicated, due to non-compliance on the part of intellectual property rights, of the manufacturing processes, systems or acts of the client or third parties. The responsibility of PALL ESPAÑA, S.A.U. is expressly limited to the replacement of the defective product. The use, storage, installation or manipulation of the products will be the exclusive responsibility of the Client, and to ensure its optimal state the operating instructions provided must be respected. Any guarantee given by PALL ESPAÑA, S.A.U. may not be ceded to third parties by the Client without the previous written agreement of both parties. Any other guarantee should be explicitly included in the section on Guarantees of our accepted orders.
  9. Returns of Material: Due to the strict controls performed by PALL ESPAÑA, S.A.U. not only during the manufacturing process but also in the storage and handling of its products and for the greater security of our clients, the products of PALL ESPAÑA, S.A.U. may not be returned, except due to error in supply by PALL ESPAÑA, S.A.U. with respect to the order placed by the client, and only if the return is performed within a period not longer than 15 days from the date on the delivery slip or 7 days from the receiving of the merchandise and in said period the products have been handled and stored in an adequate manner, and previous approval has been granted by PALL ESPAÑA, S.A.U., or a party it designated, at their reception. If the products have been damaged by improper use or handling, the client will pay for their repair and transport or their whole amount, if they have become unusable in the judgment of PALL ESPAÑA, S.A.U. Before any return the written authorization of PALL ESPAÑA, S.A.U. must be obtained, together with the shipment instructions. Without these requirements the Product may be returned to the Client, and the Client will be charged with direct or indirect costs arising.
  10. Order Cancellation: Notwithstanding anything herein to the contrary, these General Sales Conditions may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon client's prior written notice to Pall España S.A.U., and Pall España S.A.U.'s written acknowledgment of the notice; and (ii) upon terms satisfactory to Pall España S.A.U. Client shall pay to Pall España S.A.U. all fees, charges and/or costs that Pall España S.A.U. assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of client's termination without cause.
  11. Complete Agreement and Validity: The General Sales Conditions are considered to be a Commercial Sales Contract and these together with the Confidentiality Agreement, if there is one, constitute the Complete Agreement, and it is for this reason that it cannot be modified without the signature of the authorized representative of Pall España S.A.U. The lack of insistence on the part of Pall España S.A.U. in that the Client complies strictly at every moment with the terms and conditions contained herein is not considered as acceptance on the part of the seller of future non-compliance on the part of the Client. In the event that some of the conditions established are ruled by a competent authority to be invalid or null, partly or completely, the rest of the conditions will remain valid. No clause that differs and/or contradicts from those detailed here will be accepted, unless it has been agreed previously and confirmed in writing by Pall España S.A.U.
  12. Installation, Start-up, Commissioning and Training: Unless our offer is worded in another manner, the installation and / or assembly of the material supplied, together with the preparation of the installations, services and / or consumables necessary for its realization will be at the responsibility and expense of the Client, although they must comply strictly with the handling and operation instructions attached to the product, if applicable. The Services of Commissioning, Start-up and Training will be billed according to the terms of the Services section of our offer. Pall España S.A.U. reserves the rights to sub-contract to third parties the products and services included in the agreement.
  13. Storage: If the Client requires the delay in a supply to a date later than the agreed one, the supply will be billed at the agreed date, and it will be stored in the Warehouse of Pall España S.A.U., even though all the risks that the material may incur will be at the responsibility of the Client, and Pall España S.A.U. will not accept any responsibility for the damages to the Client's materials that remain in our care. If the storage period is longer than a month, there will be additional charges for storage. Special agreements may be made in each case.
  14. Inspections: Any inspection of the Products by the Client must be agreed and valued previously, and the Seller must be given notice of the date sufficiently in advance.
  15. Confidentiality: All the equipment, designs (including plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or provided by Pall España S.A.U., and all related intellectual property rights will be the property of Pall España S.A.U. Pall España S.A.U. authorizes the Client, on a non-exclusive basis, for a non-transferable license for use of these materials on the Client's part, and the latter may not transfer these rights to third persons or Companies without written authorization of Pall España S.A.U. If Pall España S.A.U. supplies or authorizes the Client access to information, research, development, or expertise in technical, economic or other matters that is of a confidential nature, the Client will not release this information to other persons or Companies without the written authorization of Pall España S.A.U. This obligation will continue during 5 years starting from the access or supply of the information. Any modification in the established terms must be agreed upon in writing by both parties with the appropriate Confidentiality Agreement.
  16. Force Majeure: Under no circumstances shall Pall España S.A.U. have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Pall España S.A.U.'s reasonable control. Pall España S.A.U.'s performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.
  17. Choice of Court: The terms and conditions of this contract are regulated by the Spanish laws.
  18. Jurisdiction: Any doubt or disagreement between Pall España S.A.U. and the Client will be submitted to the jurisdiction of the Courts and Tribunals of Madrid, the capital city, and Pall España and the Client expressly renounce any other legal venue that could apply to them.
  19. Export Regulation: The client commits not to re-export the products acquired, except with the express written consent of PALL ESPAÑA, S.A.U. In the event that it is expressly authorized, the client undertakes to respect the export regulations in force in the European Union and in the United States and respect the export controls in force. The export controls include, but are not limited to: a) obtaining export licenses in cases of military and double-use technology; b) export restrictions to countries under embargo by the European Union and/or the United States; and c) the prohibition of sales to certain physical or legal persons.
- Note: No clause that differs and/or contradicts those detailed here will be accepted, unless it has been previously agreed in writing by Pall España S.A.U.**