



I. GENERAL PROVISIONS

1. These General Terms and Conditions form an inherent and inseparable part of the Contract between the CUSTOMER and PUTZMEISTER IBERICA (Seller) (hereinafter, "PMIB"). Even though express acceptance is not stated, the fact of placing a firm order and/or making an advance payment on account or a deposit in relation to a previously placed order implies the CUSTOMER's agreement herewith. These Terms and Conditions may only be amended following express written acceptance by PMIB, through its authorised staff, and they shall under no circumstances be entirely cancelled, with all those which are not contrary to those expressly accepted by PMIB remaining valid.
2. Data about dimensions, appearances, weights, output, consumption and other technical data included in the documents accompanying the offer are for information purposes only and are approximate values and shall not be binding, unless they are expressly designated as exact in the offer.
3. The contract of sale shall be perfected by PMIB's written acceptance of the CUSTOMER's order or by the partial or total delivery of the order.

II. PRICES

1. Prices are deemed to be ex-works Madrid, regardless of the place of shipment and/or delivery. Packaging shall in no event be included in the said prices, which must be increased by the applicable amount of VAT or any other tax which may replace it from time to time.
2. The prices of the imported products include customs costs and have been calculated based on the currency parity of the country of origin of the product/Euro on the day of PMIB's acceptance of the order. The agreed price shall be increased or decreased if the currency parity of the country of origin of the product/Euro on the planned delivery date suffers an upward or downward modification of over 3% as compared with the parity on the date of acceptance of the order. For this purpose, the parities in question shall be those published on their respective dates by the Bank of Spain (*Banco de España*) and/or European Central Bank for "seller" currencies.

III. DELIVERY, PLACE, TERM, TRANSPORT

1. All goods shall always be deemed to have been delivered at PMIB's address, regardless of their place of shipment and/or delivery, and shall therefore always be transported at the purchaser's risk and expense, even when they are shipped freight prepaid.
2. Unless otherwise agreed, the delivery period shall commence when PMIB gives formal notice of the delivery period once it has received the firm order and all technical characteristics have been defined and the purchaser has complied with its obligations, if any; under no circumstances shall PMIB be liable for any possible loss or damage which may arise from any delay in delivery, especially if PMIB is prevented from complying with the said delivery period due to circumstances not attributable to it and which have a direct and/or provable effect on its compliance therewith. Such circumstances include events of force majeure beyond PMIB's control such as, without limitation, measures taken in connection with labour disputes, especially strikes and lockouts, and the occurrence of unforeseeable events such as delays in the supply of parts (including spare parts), raw materials and transport, provided they are within the supplier's (provider's) responsibility, or extreme adverse weather conditions.
3. Upon the CUSTOMER's request, PMIB shall proceed, in the CUSTOMER's name and on its behalf, to contract the transport to the place required by the CUSTOMER. Unless it receives written instructions to the contrary, PMIB shall normally choose the means of transport which is most competitive for the CUSTOMER.
4. PMIB reserves the right to perform partial delivery of an order if so justified by the specific circumstances.
5. The CUSTOMER shall check the condition of the goods at the time of delivery, and any objections regarding quantity and quality which it may deem fit must be made at that time.
6. A minimum of 5.40 Euros shall be charged for shipments sent as luggage or similar express items, for transport, travel and telephone expenses, in addition to the costs charged by the railway company (RENFE) or the chosen means of transport for the specific case.
7. PMIB shall deliver a full set of documents together with the purchased equipment and/or installation, where applicable. The PURCHASER is aware that the purchased equipment (where applicable) is complex equipment which must be handled in accordance with the manufacturer's instructions and/or recommendations. The CUSTOMER therefore undertakes to observe and comply with all technical and safety instructions contained in the relevant operation, working and maintenance manuals provided by PMIB, which the CUSTOMER expressly states that it is familiar with.

IV. PAYMENT

1. Sales made before the CUSTOMER can be classified for a credit account

shall always be carried out IN CASH upon delivery of the goods or upon provision of a service.

2. Save where expressly agreed otherwise, invoices to CUSTOMERS which have been classified and for which a credit account has been opened shall be payable within sixty (60) days from the date of invoicing.
3. The CUSTOMER assumes responsibility for the payments stipulated in the contract. In the event of any deferral, PMIB may demand, from the moment of each due but unpaid amount and/or delay in payment, that the CUSTOMER pay an additional 1.2% per month by way of interest on the due but unpaid amount or delayed payment. This is without prejudice to the fact that, if payment was deferred, failure to pay two instalments or the last payment owed may result in the payments owed becoming due or in contract termination, with the effects provided for in Article 10 of Spanish Law 28/1998. In addition, the CUSTOMER may pay any deferred instalments in advance, discounting the agreed deferral interest.
4. Any bill of exchange not met upon maturity must be paid immediately, accumulating any expenses arising therefrom, together with the corresponding late interest at a monthly rate of 1.2%.
5. The existence of an unpaid debt shall cause the CUSTOMER's account to be blocked immediately, and the said account shall not be re-activated until the outstanding amounts (principal plus interest) have been paid in full by the CUSTOMER.

6. The invoice shall specify amounts and due dates. Any error by PMIB must therefore be notified before the due date. If there is no notification in this regard, the said conditions shall be deemed to be known and accepted.

V. RETENTION OF TITLE

1. PMIB shall retain title of the products being sold until full payment of the outstanding sums by the CUSTOMER.
2. The CUSTOMER shall be responsible for taking the necessary measures to preserve the purchased products in good condition.

VI. WARRANTY

1. PMIB grants a six-month (6) warranty on the products from the day of delivery of the equipment, material and/or installation purchased. PMIB undertakes to rectify, with the diligence which may reasonably be required, any defects detected in the equipment with respect to its functional specifications as detailed in the use and operation manuals, disclaiming any other requirements or responsibilities. Under the said warranty, PMIB shall, at its choice, either improve (repair) or replace, free of charge, any part which is unusable or whose use is noticeably detrimentally affected due to construction defects, defective materials or defective execution, provided that:
 - a) PMIB is notified of the alleged defect by certified means within fifteen (15) days after it was discovered by the CUSTOMER.
 - b) The defective product is sent to PMIB by the CUSTOMER, freight prepaid, provided the defect cannot be remedied on site.
 - c) The CUSTOMER has complied with all its contractual obligations.
 - d) The equipment, product and/or installation has been properly installed and put into operation (where applicable) by personnel authorised by PMIB or by third parties expressly authorised by PMIB, and maintained and operated.
 - e) The CUSTOMER has not attempted, either itself or through a third party, to repair the defective product or to replace parts thereof, save with PMIB's express prior authorisation.
2. The warranty does not include any damage and/or anomalies resulting from the following causes: inappropriate or unskilled use or defective assembly or putting into operation by the CUSTOMER or any third parties authorised by it, normal wear and tear (wear parts), incorrect or careless handling (especially overload, use of defective exchange substances and fuels, defective construction work, inappropriate base terrain, chemical, electrical or electrotechnical influences, etc.) or any anomalies arising from misuse of the equipment or not attributable to it. In addition, the warranty shall not cover any liability for the consequences of inadequate repair work or alterations carried out by the CUSTOMER or third parties commissioned by it without PMIB's prior authorisation. This is independently of any effects on the contract which might result from breach of its terms.
3. The warranty shall not cover any travel expenses (hours of travel, km, flights, etc.) incurred in connection with the replacement of the defective parts or the hours of labour, which shall be billed in accordance with PMIB's technical assistance terms and rates applicable from time to time.
4. The use of non-original spare parts shall automatically cancel any warranty on the equipment, product and/or installation and shall release PMIB from all civil liability regarding the product.



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5. The warranty shall not cover those products which do not have the identification plates or inscriptions they had on the delivery date.

6. If any of the above mentioned anomalies not covered by the warranty arise and the CUSTOMER requests that they be rectified or repaired, PMIB shall bill the said works in accordance with the technical assistance rates applicable from time to time for the time employed in connection therewith.

7. PMIB shall incur no liability or obligation towards the CUSTOMER other than as established in this clause VI.

VII. LIABILITY

1. The CUSTOMER shall be solely liable for any loss or damage which may be caused by its use of the purchased equipment, material and/or installation. The CUSTOMER shall be responsible for taking all necessary measures to prevent any loss or damage which may arise from the use of the purchased equipment, material and/or installation, and PMIB shall not be liable for any such damage. PMIB shall not be liable for any loss or damage arising from the CUSTOMER's use of the machine, regardless of the legal grounds therefor.

2. In the event that PMIB has to provide compensation and/or redress as a result of a final judgment, or arbitration award where applicable, by reason of the use of the Product or any other reason relating to this contract, the compensation to be paid to the CUSTOMER may in no event exceed the product, equipment and/or installation price actually received by PMIB. Notwithstanding the foregoing, the above compensation may in no event exceed SEVEN HUNDRED AND FIFTY THOUSAND EUROS (€750,000).

3. PMIB may not be held liable under this Contract or under any ancillary Contract, Annex or Addendum for any loss of income or profit (loss of earnings) or for any indirect, consequential or derived loss or any other type of damage, including any resulting from breach of contract, negligence or any other wrong.

VIII. RETURN OF MATERIALS

Any return must be previously consulted with, and expressly approved by, PMIB, and must be mandatorily made within fifteen (15) calendar days following the date of delivery. Any such return shall be made, if applicable, with freight prepaid by the CUSTOMER. If appropriate in each specific case, after the appropriate credit note has been issued, it will be deducted from the following invoice of the CUSTOMER for the same or a higher amount, if there

is one.

IX. DOCUMENTATION

1. PMIB retains full ownership and title of all its drawings supplied to the CUSTOMER for information purposes, and their use shall be generally forbidden for any individual or legal entity outside the company.

2. In the performance of this contract, the CUSTOMER may receive proprietary information from PMIB. This shall continue to be deemed to be the sole property of PMIB and its confidentiality shall be maintained and protected. The CUSTOMER shall refrain from using PMIB's proprietary information for any purposes other than the performance of this Contract. The proprietary information may include, without limitation, trade secrets, processes, drawings, formulae, specifications, products, software packages, technical know-how, and operating methods and procedures.

3. The CUSTOMER expressly acknowledges that all industrial and intellectual property rights there may be on the equipment, installations and/or other supplies relating to this contract, and any associated documentation, belong solely to PMIB. The CUSTOMER undertakes, and acquires the obligation, to refrain from directly or indirectly registering any Products with similar functionality to those forming the subject matter of this Contract. Any such actions shall, independently of any criminal liability which may result therefrom, entitle PMIB to compensation.

X. JURISDICTION

This contract is governed by the Laws and Regulations of Spain, regardless of the customer's nationality and the place of delivery of the good supplied. To that end, PMIB and the CUSTOMER, expressly waiving any other jurisdiction which might otherwise apply to them by reason of their domicile or nationality or the place of performance of this contract, submit to the jurisdiction and authority of the Courts and Judges of Madrid (Spain) for any actions and claims that may arise from the performance and interpretation of the contract.

Data Protection Clause

All personal data, including those resulting from computer processes, shall be recorded in automated files belonging to Putzmeister Ibérica, S.A. and may be used for promotion actions relating to our products. The file controller is Putzmeister Ibérica, S.A., with address at Camino de Hormigueras, 173, 28031 Madrid (Spain). Any person included in the said file may exercise the rights of access, rectification, cancellation of data and objection in accordance with the Spanish Personal Data Protection Law (*Organic Law 15/1999 of 13 December 1999, Ley de Protección de Datos de carácter personal*).

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