

## **NYLSTAR, S.A.U. - General Sales Conditions**

These general business conditions shall govern all NYLSTAR SAU product sales, including any made through Company websites.

### **1 – CONDITIONS - EFFECTIVENESS**

CUSTOMER's General Sales Conditions, if any, as well as any document of a similar nature in conflict with these General Sales Conditions shall not be applicable. Unless otherwise expressly stated in writing, any sales shall be subject to the contents of these General Sales Conditions.

NYLSTAR SAU reserves the right to change these General Sales Conditions at any time. Any changes shall not be applicable to sales that have already been made. Our offers are not binding. Any orders, offers, requisitions, changes to requisitions or other agreements or representations made by our employees shall not be binding until confirmed by NYLSTAR SAU in writing, whether by fax or e-mail. Any orders that have not been confirmed shall not be understood to be accepted. Once an order has been accepted, NYLSTAR SAU shall not accept the annulment thereof.

If CUSTOMER fails to accept the merchandise that has been sent, there having been no delay in the shipment thereof, the contract may be deemed terminated, without prejudice to any claims for the resulting damages.

### **2 – CONTRACT TERMINATION**

NYLSTAR SAU reserves the right to terminate any contract without prior notice when (i) there is reason to believe CUSTOMER's assets or financial standing have diminished, (ii) its credit standing according to credit consultants or insurance companies has suffered negative variations, (iii) if after requiring sufficient security from CUSTOMER, CUSTOMER fails to provide such security within 15 calendar days following the requirement thereof by NYLSTAR SAU, (iv) when CUSTOMER is unable to discharge its obligations, including the obligations it has undertaken with third parties, (v) when bankruptcy proceedings are brought against CUSTOMER, (vi) when a declaration of bankruptcy is filed.

### **3 – LIABILITY FOR DELIVERY**

Performance shall be subject to the possibility of product delivery. Impossibility, in whole or in part, to make delivery, particularly when resulting from any delay by NYLSTAR SAU's suppliers in complying with delivery terms, shall not give rise to any claims against NYLSTAR SAU for non-performance and/or damages, among other claims. NYLSTAR SAU shall not be liable for the impossibility to discharge its obligations in the event its suppliers withdraw or cease to manufacture their products.

### **4 – PARTIAL DELIVERIES**

Partial deliveries may be made, and they shall be accepted by CUSTOMER. Partial deliveries shall be invoiced by NYLSTAR SAU, and paid by CUSTOMER, even when deliveries are pending.

### **5 – DELIVERY TERM**

NYLSTAR SAU reserves the right to change its delivery terms, provided this does not seriously interfere with CUSTOMER's business activity. The delivery terms set forth in the order confirmation are merely for reference purposes and any failure to comply therewith shall not give rise to claims of any kind against NYLSTAR SAU. For deliveries to be made within the delivery term, CUSTOMER must necessarily provide any commercial and technical information sufficiently in advance for the requisition to be executed. Any delays in providing such information shall imply an extension of the delivery term. If failure to comply with the delivery term is due to reasons attributable to NYLSTAR SAU, CUSTOMER may, after granting in writing a grace period of at least 6 weeks, terminate the contract by operation of law.

The above-mentioned conditions may be changed by the parties in the event of force majeure or unexpected unforeseeable circumstances that make compliance with the delivery terms as established impossible.

#### 6 – DELIVERY AND SHIPMENT CONDITIONS

The delivery of the goods shall be made according to the conditions set forth in the Offer. Regarding the interpretation of such commercial conditions, the parties shall submit to INCOTERMS®, the International Rules published by the International Chamber of Commerce.

Accordingly, each party shall discharge its own obligations and pay its own expenses, pursuant to the above-mentioned interpretation, as well as submit to the above International Rules regarding the transfer of risk.

If Buyer fails to assume responsibility for the merchandise after its arrival at destination, Seller may likewise demand compliance with this contract and payment of the agreed price.

#### 7 – RETENTION OF TITLE

Ownership of the goods shall not be transferred to CUSTOMER until CUSTOMER has paid the total agreed price. In the meantime, NYLSTAR SAU reserves the right to retain its title thereto, which it is entitled to claim and demand even in the event of resale by CUSTOMER, pursuant to Article 9 of Directive 2011/7/EU, said provision being tantamount to the agreement between the parties.

In the event the laws of the CUSTOMER's country do not acknowledge the validity of "Retention of Title" as stipulated herein, NYLSTAR SAU shall be entitled to any other rights over the articles that have been sold as recognised by such laws. CUSTOMER undertakes to provide its assistance to NYLSTAR SAU if NYLSTAR SAU must take any steps in order to protect its property rights and any other rights arising from this sales transaction.

CUSTOMER is liable for the risk resulting from the use of the goods and the preservation thereof until full payment has been made of the amount owed.

In the event of attachment or court-ordered measures involving the goods sold, CUSTOMER undertakes to place the agreed retention of title or prohibition against the transfer of property on record in the pertinent proceedings and to give notice of such attachment or court-ordered measures to NYLSTAR SAU.

CUSTOMER shall store any products subject to retention of title separately from other products not supplied by NYLSTAR SAU and keep them duly insured against any contingency by a top-ranking insurance company. CUSTOMER shall provide evidence, at the request of NYLSTAR SAU, that the products subject to retention of title are duly insured.

If while under retention of title by NYLSTAR SAU the products are the subject of any attachment or seizure, CUSTOMER shall immediately report this to NYLSTAR SAU and expressly place on record in the attachment proceedings that the products are the property of NYLSTAR SAU. If in spite of this statement the products are nonetheless attached, CUSTOMER shall facilitate any third party claim to ownership action brought by NYLSTAR SAU, the expenses of which shall be borne by CUSTOMER.

If the products supplied are processed by CUSTOMER, the result thereof shall be the property of NYLSTAR SAU and shall not in any way suppose acquisition of ownership by CUSTOMER. When processed with other products that are not owned by NYLSTAR SAU, resulting in a new product, NYLSTAR SAU shall acquire co-ownership of the new product in proportion to the share that the NYLSTAR SAU products have in the entire new product.

In the event of resale, adaptation, processing of the products or the combination thereof with other different products, CUSTOMER undertakes to take any measures required to enable NYLSTAR SAU to exercise such rights as regulated herein against third parties in order to recover the amounts owed by CUSTOMER to NYLSTAR SAU, to the extent permitted by law.

## 8 - PAYMENT CONDITIONS

The provisions contained in Directive 2011/7/EU shall apply to payment of the merchandise supplied by NYLSTAR SAU.

Provided no other different payment conditions are expressly agreed in writing, invoices shall be paid immediately, as the case may be, by means of a draft, promissory note or other exchange document, cheque or transfer, the written document or physical evidence of which, unless otherwise agreed, shall be delivered by CUSTOMER simultaneously upon reception of the order. Payments shall be made in Euro, free of expenses. Acceptance of a cheque, bill of exchange or promissory note shall be made solely as a means of payment, but shall not be understood to mean that payment has been made until such document has been effectively cashed. All collection expenses shall be borne by CUSTOMER.

CUSTOMER is not authorized to withhold payment on the basis of any claim regarding the product or any other kind of claim, or as compensation for any other amount.

Payments shall be used to cancel debts, in the following order: any possible expenses, any interests accrued and, lastly, any principal (unsecured capital before secured capital, and in the event of equally secured capital, according to age, the oldest debts being cancelled first.)

Payments are understood to be made on the date when the pertinent amounts are at the disposal of NYLSTAR SAU. In the event of default or failure to pay, all amounts shall become payable and shall be paid immediately. Furthermore, in the event of default or failure to pay, NYLSTAR SAU may terminate all transactions without prior notice. In the event of contract termination, CUSTOMER, without prejudice to any possible claims for damages, shall make payment for deliveries deemed made under the contract. In addition, it shall also make payment for any transactions even if they have not yet been accepted by CUSTOMER. NYLSTAR SAU reserves the right to claim from CUSTOMER the return of merchandise that has already been delivered.

Any delay by CUSTOMER in making payment of the price shall accrue default interests according to the Directive herein mentioned above, and its transposition to national legislation whereby measures against late payment in commercial transactions are set forth, and at a rate, in any case, of at least 4%.

In addition, CUSTOMER shall be liable for any expenses incurred by NYLSTAR SAU for the collection of unpaid amounts, including but not limited to "collection expenses" amounting to 5% of the unpaid amount, as well as fees for the legal advice provided to NYLSTAR SAU.

Online orders shall be paid by means of the electronic payments systems known as TPV and Paypal.

Any possible reimbursements, deductions, discounts or volume discounts are subject to the prompt discharge of all payment obligations.

## 9 – PAYMENT GUARANTEE

In the event of any failure by CUSTOMER to pay the agreed price, in whole or in part, or if bankruptcy proceedings are brought, NYLSTAR SAU may choose either to exercise its "Retention of Title" rights as stipulated in clause seven and recover the goods sold, in which case CUSTOMER shall lose any right to claim reimbursement for any amounts it has paid up to such time; or to judicially demand payment of unpaid amounts.

CUSTOMER shall bear any expenses for the return and protest of bills of exchange, as well as any legal fees, court and out-of-court expenses, including the fees and expenses of notaries, barristers and solicitors resulting from any claim arising from CUSTOMER's failure to discharge any of its obligations hereunder.

#### 10- TAXES

NYLSTAR S.A.U. hereby declares that the goods sold are free of any liens and encumbrances.

##### a) – Domestic Sales

Any taxes levied on this sale transaction shall be borne by NYLSTAR S.A.U. or CUSTOMER, pursuant to the laws in force at the time the transaction is made.

##### b) – International Sales

Any taxes levied on this sale transaction in CUSTOMER's country shall be borne by CUSTOMER. NYLSTAR S.A.U. shall bear any taxes levied in Spain.

#### 11 – GARANTEE ON GOODS

To guarantee their quality, our articles are supplied only in pallets or complete packing units. Any surplus or shortage of weight in the fulfilment of orders will be the result of this factor.

NYLSTAR S.A.U. offers a guarantee period against any latent manufacturing defect in its goods of ONE HUNDRED AND EIGHTY DAYS as of the date of shipment.

In the event NYLSTAR S.A.U. acknowledges that the goods shipped are flawed, these shall be refunded or replaced, without charge to CUSTOMER, and returned freight prepaid.

Any defects or damages to the merchandise sold due to negligence or inadequate handling by CUSTOMER are not included in the above guarantee period.

It is understood that any damage to the goods resulting from transportation, storage and, if applicable, inspections that could be performed by the authorities of the countries of origin, transit and destination shall not be deemed as manufacturing defects.

Any claims regarding the number of bundles and the contents of shipments, if not verified and confirmed with the carrier or transportation agency upon reception of the goods, shall not be taken into consideration.

CUSTOMER shall lodge its claims for any damages occurring during transportation of the products directly against the carrier upon reception of the goods. CUSTOMER shall give immediate written notice to NYLSTAR SAU of its claims regarding quantity, as well as for damages during transportation. Failure to comply with the obligation to give notice shall imply loss of the right to claim any damages from NYLSTAR SAU.

#### 12 – CLAIMS AND RETURN OF GOODS

Written notice of any claims for any visible defects upon reception of the products shall be given by CUSTOMER to NYLSTAR SAU, providing a detailed description of the defects or incidents, within THIRTY days following delivery of the products and before they are processed or included in CUSTOMER's production process. Failure to comply with any of these obligations shall imply loss of the right to claim any damages from NYLSTAR SAU.

NYLSTAR SAU will not accept the return of any merchandise until notice is given beforehand of the circumstances thereof. Such notice shall contain objective information provided by CUSTOMER regarding the damages or irregularities found in the merchandise, and the acceptance thereof expressly stated by NYLSTAR SAU is required.

In the event of a justified claim regarding the merchandise delivered, NYLSTAR SAU may choose, at its sole discretion, among the following options: to remedy the defects, to replace the flawed merchandise with another in good condition or to issue a corrective invoice.

NYLSTAR SAU will not accept any claims extending beyond the above-mentioned period. CUSTOMER expressly waives any right to claim / challenge, on the basis of error, any transactions made with NYLSTAR SAU. NYLSTAR SAU is not liable for compensating any property damage caused to a businessman. In addition, CUSTOMER shall enter into agreements with its own customers including this same exclusion of liability for the product. In the event CUSTOMER fails to comply with this obligation, it shall be liable for any damage caused to NYLSTAR SAU by such non-compliance.

### 13 – SALES TO THIRD PARTIES

Any sales of the goods supplied or the products manufactured from such goods are, as the case may be, subject to the provisions of the applicable customs procedure according to EU legislation and their transposition to applicable national legislation. CUSTOMER shall request the required documentation from NYLSTAR SAU in order to comply with such legislation.

### 14 – APPLICABLE LAW

The transactions between NYLSTAR SAU and CUSTOMER, as well as these General Sales Conditions are subject to Spanish law. Any disputes, claims or requirements arising from application of these General Sales Conditions shall be subject to the Courts of Spain with jurisdictional authority.

### 15 – ARBITRATION

At the discretion of NYLSTAR, S.A.U. any doubts or discrepancies regarding the interpretation of these Sales Conditions or the performance of any other obligation provided herein shall be definitively settled according to the International Chamber of Commerce Rules of Conciliation and Arbitration by one or more arbitrators appointed pursuant to these rules.

### 16 – DATA PROTECTION

Pursuant to Organic Law 15/1999 on Personal Data Protection, dated 13 December 1999, NYLSTAR SAU informs Customer that any personal data it is given shall be included in a personal data file created and kept under the responsibility of NYLSTAR SAU. The purpose of this file is to facilitate the processing of orders.

NYLSTAR SAU ensures the security and confidentiality of the data. In so doing, it undertakes to comply with its obligation to keep personal data confidential and to store it and adopt any measures required to avoid its altering, loss, unauthorized treatment or use. The information given by Customer (whether personal or third party) shall not be used for commercial purposes other than the business at hand, and any assignment to third parties shall be for the purpose of executing the obligations undertaken by NYLSTAR SAU, or so that Customer or third parties may exercise their rights.

By creating an account in our website [www.nylstar.com](http://www.nylstar.com) or any group website ([www.merylsport.com](http://www.merylsport.com), [www.merylwoman.com](http://www.merylwoman.com)) or by subscribing to our newsletter, your personal data will be included in a file kept under the responsibility of NYLSTAR SAU to send you information and advertisements concerning NYLSTAR products, services, promotions, events, etc. CUSTOMER may at any time exercise its right to

access, rectify, cancel and/or object by certified mail to NYLSTAR SAU at the following address: Avda. de l' Estació, 53, 17300 Blanes, Girona, Spain or email address: [info@nylstar.com](mailto:info@nylstar.com). When registering in our website, (i) you accept the handling of your data, and (ii) explicitly authorise NYLSTAR SAU to send you advertisements and promotional material by email and/or any other means of communication.

NYLSTAR SAU does not guarantee or declare that its [www.nylstar.com](http://www.nylstar.com) website is free of viruses, worms, trojans or any other destructive material.

## 17 – INTELLECTUAL PROPERTY

All the material included in the [www.nylstar.com](http://www.nylstar.com) or [www.merylsport.com](http://www.merylsport.com) and [www.merylwoman.com](http://www.merylwoman.com) websites (drawings, designs, illustrations, photographs, sound tracks, written texts, logos, trademarks, etc.) or in any commercial support is the exclusive property of NYLSTAR SAU, or for the exclusive use of NYLSTAR SAU, and shall not be reproduced -in any media or by any procedure, in whole or in part,- distributed, published, transmitted, or used to create jobs deriving from or based on, change or sell any material contained therein.

The "NYLSTAR SAU" trademark, logo and any other trademarks and logos related to NYLSTAR SAU, whether or not registered, shown in the [www.nylstar.com](http://www.nylstar.com), [www.merylsport.com](http://www.merylsport.com), [www.merylwoman.com](http://www.merylwoman.com) websites and the meryl domains and subdomains, as well as the domain names nylstar.com, merylwoman.com , merylsport.com and other registered meryl domains are the exclusive property of NYLSTAR SAU.

The MERYL trademark and any of its applications and variations form part of NYLSTAR's intellectual property. Their use by CUSTOMERS shall at all times meet the instructions provided for the purpose at hand and each trademark shall not be used to identify products other than those defined by NYLSTAR

Any reproduction, distribution, transmission, modification or use of these registered trademarks for any purpose without prior express written consent by NYLSTAR SAU is forbidden. Users shall not delete any copyright, registered trademark or proprietary notice contents from the [www.nylstar.com](http://www.nylstar.com), [www.merylsport.com](http://www.merylsport.com) and/or [www.merylwoman.com](http://www.merylwoman.com) websites or any contents contained in these websites. Users may make copies of the web pages published in said websites for their own private, personal and non-commercial use, provided any copy thereof retains the copyrights and other proprietary notices contained therein.