

GENERAL TERMS AND CONDITIONS OF INTERNATIONAL SALES

1. GENERAL TERMS

1.1 These Conditions will apply to all international sales of MAPRYSER, S.L., with address at Plaza Joan Cornudella, 23, 08035 Barcelona and provided with NIF no. B-60541653, hereinafter MAPRYSER, to a natural or legal person buyer acting within the framework of their business or professional activity ("Buyer"), for which the consumer and user regulations will not apply.

These general conditions will apply in everything not expressly provided for by the parties and will prevail over any condition contained in the Buyer's order, in the correspondence or in any other place or implicit in normal commercial practices, unless otherwise stated. agreed in writing by the parties.

1.2 By sales contract is meant the purchase order formulated by the Buyer and confirmed by MAPRYSER. The formulation of an order by the Buyer implies full acceptance of these general conditions of the sales contract, even if they have not been transcribed in it.

1.3 Products shall mean the products covered by the contract which, among others, may be of the following type: organic and conventional food, fertilizers and chemical specialties.

1.4 In the event that any technical or commercial documentation prepared by MAPRYSER contains any condition that could apparently contradict these conditions, the latter will always prevail.

The information and data related to the product and its use that may appear in catalogues, prospectuses, websites, circulars or illustrations are indicative in nature and do not contractually bind MAPRYSER, except if they have been expressly included in the contract.

MAPRYSER will not be responsible in relation to any condition or characteristic not specified or attached by the Buyer in the order and, subsequently, confirmed in writing by MAPRYSER.

1.5 In matters not provided for in these general conditions or specifically agreed by the parties, sales will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the aspects not contemplated in the aforementioned Agreement will be governed by the law of the place where MAPRYSER has its main establishment.

2. FORMALIZATION OF ORDERS

2.1 Any order sent by the Buyer will be considered a unilateral purchase commitment as long as it is not confirmed by MAPRYSER.

2.2 Orders must be made in writing to the email address provided by MAPRYSER, clearly and precisely indicating the type of products and the quantity requested and stating the product code provided by MAPRYSER with the list of Products.

For each order, MAPRYSER will send an order confirmation. Only supplies expressly provided for in the order confirmation are considered to be included in the contract.

Any modification to the conditions or scope of the order must be made in writing and accepted by MAPRYSER. The expenses that may be generated by modifications of the order will be borne by the Buyer.

In case of cancellation of the order by the Buyer without just cause, MAPRYSER will be entitled to compensation for the damages caused by said breach.

3. REQUIREMENTS AND REGULATIONS IN THE COUNTRY OF DESTINATION

3.1 MAPRYSER will supply the products in accordance with the regulations in force in Spain and in the European Union.

3.2 At the time of placing the order, the Buyer must conveniently inform MAPRYSER in writing about the standards and regulations applicable to the use, consumption and marketing of the product in the country of destination, as well as the labeling and/or packaging requirements required in the same. MAPRYSER must expressly confirm in writing the possibility of meeting those requirements different from its standards, and otherwise it will be understood as not confirmed.

MAPRYSER will not be liable for any lack of compliance with the regulations or requirements that have not been communicated to it in accordance with this section and that it has not agreed to comply with.

3.3 The Buyer will also inform MAPRYSER about the documents required for importation into their country.

4. PRICES

4.1 Unless otherwise stated, sales prices do not include transport costs and are understood to be EX WORK, ICC 2020. Prices do not include VAT or other taxes.

4.2 The price includes usual commercial packaging. If, due to customer or transport requirements, a different packaging to the one usually used by MAPRYSER is necessary, the additional cost will be assumed by the Buyer.

4.3 The prices applied will be in force at the time of purchase, according to the price list established by MAPRYSER, which may be modified at any time. The change in prices will not affect orders pending delivery.

4.4 The application of a price to an order does not bind MAPRYSER for subsequent orders, nor does it imply the change of previous operations.

4.5 The prices do not include the cost of obtaining special documents that are required by the Buyer or at the request of customs or other authorities for the purpose of issuing, transporting or importing the products.

5. PAYMENT CONDITIONS

5.1 In the absence of an express agreement, the price must be paid in advance of the shipment of the merchandise by bank transfer to the account designated for this purpose by MAPRYSER.

5.2 In case of delay in the payment of the price, the Buyer will be obliged to pay default interest at the official rate in force in the European Union at the time of maturity plus three points. In addition, MAPRYSER may declare the sale resolved, and the parties must return what was received by reason of the sale, without prejudice to the claims that may arise for damages caused.

5.3 In the event of non-payment of invoices when due, MAPRYSER may also, without prejudice to any other right or remedy, suspend all subsequent deliveries included in that order and any other order or orders between MAPRYSER and the Buyer without prior notice; and/or apply a surcharge equivalent to the official interest in force in the European Union at the time of maturity plus three points.

The expenses incurred due to non-payment will be borne by the Buyer.

5.4 The Buyer is not entitled to withhold payments or set off debts based on supply defects, unless otherwise agreed by the parties.

6. DELIVERY AND TRANSFER OF RISK

6.1 The transfer of risk will occur at the time provided in the agreed Incoterm, in accordance with the rules of the International Chamber of Commerce (Incoterms 2020).

6.2 The agreed Incoterm will be applied with regard to the distribution of expenses related to delivery and the documents that MAPRYSER must provide to the Buyer.

6.3 In the absence of an express agreement, the delivery will be considered made under EX WORK conditions, MAPRYSER's facilities, at the Buyer's expense and risk of transport to the place of reception.

7. DELIVERY TIMES

7.1 The date and term of delivery will only bind MAPRYSER when they have been accepted in writing by it.

7.2 The computation of the term will begin from the date of confirmation of the order by MAPRYSER, except in the event of having agreed an advance payment or the opening of a documentary credit, in which cases the term will begin to compute from the date on which it has been received the payment on account or the opening of the documentary credit

The delivery date will be presumed met by MAPRYSER if it makes the merchandise available for transport on the agreed date.

7.3 The delivery of the merchandise is subject to the effective availability of supply from MAPRYSER. As long as the merchandise is available, MAPRYSER will supply the merchandise within the agreed terms. Otherwise, MAPRYSER will inform the Buyer of the estimated delivery date when it may exceed the agreed term.

7.4 If, having agreed that MAPRYSER carry out the transport, it is not possible to deliver the shipment due to the absence of the recipient, a wrong or incomplete address, rejection of the delivery or any reason beyond the control of MAPRYSER, it will be the responsibility of the Buyer and the additional costs that are generated, will be at your expense.

7.5 Merchandise whose delivery is subject to payment or whose delivery is unduly rejected or not accepted by the Buyer will be retained and stored by MAPRYSER at the Buyer's risk and expense, until 5 days have elapsed from the date on which the payment should have been made or the merchandise should have been received.

Once this period has elapsed, MAPRYSER may choose to require the Buyer to comply with its payment and/or receipt obligation under the Contract, in which case they will continue to be retained and stored by MAPRYSER at the Buyer's risk and expense, or else consider the contract ended, and freely dispose of the merchandise, without the need for any notification, without prejudice to the damages that breach may have caused to MAPRYSER.

7.6 Compliance with the delivery period will be conditional on the fulfillment by the Buyer of its contractual obligations, and especially of the payment conditions.

7.7 In the event of delay in delivery due to force majeure, the Buyer grants an additional delivery period of the same duration. MAPRYSER must notify the Buyer of the initiation and termination of the impeding cause.

7.8 MAPRYSER is not obliged to deliver the merchandise in the event that, after a deferred payment of all or part of the price has been agreed, it becomes aware after the sale that the Buyer has lost solvency, unless the Buyer guarantees payment of the price to MAPRYSER price within the agreed term. If the Buyer does not offer sufficient guarantee, within a period of 15 days from the request, MAPRYSER may cancel the contract.

8. TAXES AND EXPENSES

8.1 Taxes and additional expenses that may occur, including bank charges, will be borne by the Buyer.

8.2 The Buyer undertakes to provide, at the request of MAPRYSER, the supporting documents for the transport and export customs clearance of the merchandise, when they are in charge of the Buyer, as well as the supporting documents for the reception of the merchandise by the Buyer, which MAPRYSER requires for the purposes of applying tax exemptions for intra-community sales or exports.

9. USE AND DESTINATION OF THE PRODUCTS

9.1 In the event that chemical specialties are accompanied by packaging, labels or documentation indicating instructions and/or restrictions on use and/or conservation, they must be observed by the Buyer.

If the Buyer acquires these chemical specialties for resale, it undertakes to adopt the necessary measures to bind its buyers in the same sense and not to remove the packaging, labels or documentation of these instructions and/or restrictions are included.

9.2 In the case of food and fertilizer products, MAPRYSER does not guarantee the applicability or suitability of the Products in any individual situation. It is the Buyer's responsibility to test and determine the suitability of the Products for the subsequent use to which they are to be subjected and to investigate compliance with the regulations and provisions applicable to such use.

Any information or instruction on the use of the Products will be considered solely as a simple orientation, without MAPRYSER assuming any responsibility in this regard.

10. CLAIMS

10.1 The Buyer must inspect the merchandise, in terms of number, weight, quality and condition upon receipt and immediately notify MAPRYSER in writing within a period not exceeding 48 hours of any damage or apparent defect.

10.2 Taking into account that the products marketed by MAPRYSER require adequate storage and conservation conditions to avoid deterioration, especially in terms of temperature, humidity and contaminating agents, once the product is delivered, MAPRYSER is not responsible for defects that product presents and not being apparent, they have not been communicated within a maximum period of 7 days.

10.3 In the event of a claim by the Buyer, MAPRYSER shall have the right to inspect the merchandise delivered and/or have it inspected by third parties. In the event of an unfounded claim, the Buyer must return the costs of the inspection and any other related to it.

10.4 In cases in which the shipment of the material is at the expense and risk of MAPRYSER, if there is obvious damage upon receipt, missing packages or discrepancies with the delivery note, the Buyer must indicate this on the carrier's delivery note, obtain photographs showing batch of affected Products and the damage caused by transport this documentation should be seen and transmit immediately to MAPRYSER. If this is not the case, MAPRYSER will not be able to file the corresponding claim.

10.5 Any claim related to the loss or damage of the material that occurred during transport that is not apparent must be notified to the carrier in any case within a maximum of 48 hours after receipt of the merchandise.

11. RETURNS

Returns will not be accepted without the prior written authorization of MAPRYSER.

12. WARRANTY

12.1 MAPRYSER guarantees that the products delivered to the Buyer are in accordance with the technical descriptions and the quality indicated on the product label.

12.2 The guarantee for the products manufactured by MAPRYSER consists, at the option of MAPRYSER, in the replacement of the elements that have been recognized as defective or a price reduction based on the defective goods.

This form of rectification will be the Buyer's sole remedy in the event of lack of conformity of the goods, for which any other rights of the Buyer or responsibility of MAPRYSER for this reason are expressly excluded.

12.3 In the case of products distributed by MAPRYSER and manufactured by a third party, the guarantees of the products are those established by the manufacturers, being them in any case who will be responsible for the possible failures or defects of the supplied products, as well as the possible consequences of them. The warranty applies as long as the product is used under normal operating conditions determined by the manufacturers. MAPRYSER shall not respond beyond what its supplier responds to MAPRYSER for the delivered products.

12.4 MAPRYSER does not guarantee, in Food Products, the absence of traces of allergens due to accidental cross-contamination.

12.5 In any case, MAPRYSER will be responsible for the defects and damages of the Products due to any of the following causes:

a) Transport or storage

b) Storage, conservation, use, employment or incorrect application, or any other negligence caused by the Buyer or third party.

c) Failure to follow the manufacturer's and/or MAPRYSER's instructions regarding the use, conservation and maintenance of the product.

d) Modifications and/or alterations of the products made by the Buyer or third parties unrelated to MAPRYSER.

e) Accident or force majeure.

f) Any other irregularity or negligence that cannot be attributed to a defect inherent to the product itself or to circumstances beyond the control of MAPRYSER.

12.6 In no case does the guarantee imply any type of compensation or economic compensation for damages caused by any cause, including consequential damages, loss of income or profits, costs of inactivity, damages due to withdrawal of merchandise, damage to reputation, environmental damage, lost profits or, in general, losses of any kind that the Buyer may suffer due to non-delivery or defective delivery or any other reason.

13 LIMITATION OF LIABILITY

13.1 Apart from the cases of rectification due to lack of conformity of the goods according to the previous point, any claim for damages made by the Buyer against MAPRYSER for breach of MAPRYSER's contractual obligations, is expressly excluded when there is no gross negligence or fraud

13.2 The responsibility of MAPRYSER for any concept will in any case exceed the price of the invoice, not including the value added tax, paid by the Buyer for the goods at the price of the supplied product.

13.3 MAPRYSER will not be responsible for personal and/or material damages caused to third parties due to the possession and/or use of the product by the Buyer, its staff or its collaborators, and the Buyer must assume the consequences of any claim by third parties with full indemnity for MAPRYSER.

13.4 Any claim against MAPRYSER will automatically lapse if MAPRYSER is not notified in writing within one week from the date on which the Buyer knew, or reasonably should have known, of the existence of said claim.

13.5 Notwithstanding the foregoing, claims regarding the delivered goods are governed by the terms stipulated in section 12.

14. FORCE MAJEURE

Neither party will be responsible for a breach of its obligations due to force majeure.

For these purposes, force majeure is understood as those situations beyond the control of the parties, such as strikes by suppliers, transport and services, failures in the supplies of third parties, failures in transport systems, floods, storms, riots, strikes, work stoppages of personnel of the seller or its subcontractors, sabotage, accidental stops in the seller's workshops, offices and warehouses due to breakdowns, epidemics, pandemics and causes of force majeure contemplated in current legislation.

15. TRACEABILITY

The Buyer may not market any product whose label, batch number or other data necessary for its traceability have been removed, erased or modified. Failure to comply with this obligation by the Buyer will constitute cause for termination of the Contract without any type of compensation for the Buyer, who will assume the legal, financial and judicial consequences that may arise, with full indemnity for MAPRYSER.

16. JURISDICTION

Any conflict between the Buyer and MAPRYSER will be submitted to the jurisdiction of the courts of MAPRYSER's domicile.

Notwithstanding the foregoing, MAPRYSER may choose, at its option, to file the lawsuit before the courts of the Buyer's domicile or before the courts of MAPRYSER's domicile.

17. NULLITY

17. If any of the conditions agreed here is declared null, the others will continue to be valid as long as they are not affected by the declared LIMITATION OF LIABILITY