

FERRO SPAIN S.A.

INVOICE TO CLIENTS

GENERAL SALE CONDITIONS TERMS AND CONDITIONS

Delivery

All merchandise shall be deemed as received and accepted at the vendor's factory, and all merchandise is shipped at the request, and at the own cost and risk of the buyer.

In no event shall the vendor be responsible for the transportation means. Any transportation arrangements by the vendor are made by way of good offices and as a favor to the client, under no liability of any kind.

Each delivery of merchandise is made based on the factory production shift or outstanding supply shift, and therefore, any dates of delivery given are subject to such production or supply shift.

War, demonstrations, strikes, machine damages, fire or similar accidents, suspension of means of transport, and lack of raw materials, shall be considered as cases of force. In such cases, the relevant order may be suspended until any such circumstance ceases, and terminate the transaction with no compensation.

Payment

Payment shall be made as specified in the relevant invoice; if not specified, payment shall be made promptly. Only the receipt or similar document signed by the person(s) authorized by the selling company shall be valid.

Payment shall be deemed as made always at the vendor's address. The bills of exchange or receipts to the clients shall never revoke such premise, and shall only be for the purposes of facilitating things to the clients. The buyer shall reimburse to the vendor all expenses derived from remittance returning, even if they incorporate a "no expenses" note.

Each delivery is considered as a different sale, and non-justified delay to pay or non-payment thereof shall entitle the vendor to terminate the supply agreement. Death, disability, bankruptcy or suspension of payments of the buyer shall entitle the vendor to cancel the order.

Claims

The persons receiving the merchandise are entitled to check the state thereof, upon delivery at the factory, so that any circumstance after transportation thereof is at the buyer's own cost and risk. The guarantee offered by the selling company on its products is limited to the acceptance of returned merchandise, in the event such merchandise does not meet the required specifications.

Transportation

The vendor is not liable for under-weighting, robbery, or damages after delivery at the factory. Transportation is always at the buyer's own cost and risk, even if it has been provided by the vendor.

Pricing

Price shall be that established in the relevant order confirmation. Should there be no order confirmation, price shall be that in force at the time of invoicing.

Competition

The parties expressly submit to the Courts and Tribunals of Castellón. Such place is expressly designated for the fulfillment of any obligation.