

SiloMaster General Terms of Sale**1. General**

These terms and conditions shall apply exclusively for all current and future deliveries and services of SiloMaster S.L.U (“SiloMaster”, or “Seller”, or “Supplier”) to the contracting party (“Client”, or “Customer”). The mutual rights and obligations of the contracting parties shall solely be defined by the offer and order confirmation accepted by the Client and these General Terms and Conditions. Deviations from these General Terms and Conditions, in particular Client's terms and conditions of purchase are not accepted, unless SiloMaster has explicitly agreed to their applicability in writing. Any oral agreements between the contracting parties prior to entering this agreement shall not be legally binding, unless they are confirmed in writing and form part of this contract.

2. Offer and order confirmations

All prices stated are NET, and are in the currency indicated in the head of the prices column. All quotes are budgetary quotes and non binding, and prices are subject to change after final design. Any change requested by the Client in materials, specifications, terms or conditions shall be subject to modification of the price.

All quotations are valid for 30 days subject to changes in material and product cost.

Prices don't include VAT, nor any local taxes, duties, import charges, fines or any other charges related with the importation of the goods.

SiloMaster is entitled to adjust the prices due to changes of customs, taxes, rates of exchange, duties, etc. which are implemented at the time of delivery. This also applies for extraordinary price rises of raw materials due to events beyond the control of SiloMaster, and which could not be predicted on entering the agreement.

The freight and freight insurance, if quoted, are to be confirmed at time of order confirmation.

SiloMaster reserves the right to amend its offers to correct possible errors and omissions and/or reserves the right of acceptance at time of order.

Variance may occur in the stated capacities listed in this quotation due to grain's physiological factors (kernel size, composition, variety, maturity), moisture content, product density, excessive fines, adverse weather conditions, etc.

All offers will be reviewed at time of order and will be confirmed in the order confirmation in writing.

Any objections raised to disagreements of the order confirmation shall reach SiloMaster S.L.U. 7 (seven) days after order confirmation date, at the very latest.

The documents relating to SiloMaster offers, such as drawings, illustrations, weights, measurements and performances shall only be deemed approximate values unless it is expressly stated that they shall be binding.

SiloMaster reserves the right to display their company logo on any equipment supplied and use any photographs for advertising or promotional purposes without written consent.

By signing the sales order confirmation, both parties mutually acknowledge the others' acceptance of the conditions referred to herein and, therefore, agree to their fulfillment.



3. General Payment terms

Following payment terms apply unless otherwise stated in the order confirmation.

20% down payment, 80 % covered by L/C and against following documents.

- Commercial Invoice.
- Packing List.
- Certificate of origin.
- Bill of Lading.

L/C conditions:

All banking charges are to customers' account.

L/C shall be issued by a prime international bank, irrevocable and confirmed. L/C expiry date should be 21 days from the latest shipment date.

On L/C payment terms all L/C charges are for the account of the buyer, including confirmation charges, reimbursing and discount charges if any deferred payments days are included.

Port of charge: any EU port.

Partial shipments allowed.

Transshipment allowed.

Reception date of down payment will be considered as the date of the order confirmation. In case of delay of advance payment, the order can be re-considered or cancelled.

Any delay in receiving the required documents and/or in receiving any payments could incur the same period of delay in delivering the goods and might result in storage charges for the equipment waiting to be despatched.

Invoices, are due for immediate payment, if not otherwise stated.

If payment is not effected in time, SiloMaster reserves the right to charge an interest of 2.0 % per month or fraction of a month, despite other charges mentioned in these sales conditions.

The buyer is not entitled to withhold payment on the basis of any counterclaims whatsoever.

4. Right of withdrawal

In the event of a termination by the Client for which SiloMaster is not responsible, SiloMaster shall have the right, regardless of the legal grounds, to demand from the Client payment of a lump-sum remuneration amount or lump-sum damage compensation amount of 100% of the total net price agreed upon at the time of the cancelation. It shall be at Client's discretion to document that a lower damage amount has been incurred.



5. Retention of title

SiloMaster shall retain full ownership rights to any delivered and installed item until all accounts receivable due to SiloMaster have been paid in full by the Client. This shall also apply to all future deliveries even if SiloMaster does not expressly make reference to this right every single time. SiloMaster shall have the right to seize the purchased item if the Clients conduct should be in breach of contract.

As long as the title has not transferred to the Client, the former shall treat the purchased item with care. In particular, the Client shall undertake to obtain insurance coverage for the new value of the item against the risks of theft, fire and water damage at his own expense. If maintenance and/or service work has to be performed, the Client shall perform this work in duetime at his own expense.

6. Lead time terms

The lead-time quoted is subject to order confirmation, reception of down payment and technical clearance.

If inspection of goods by third parties is required all the costs as well as the inspection arrangement have to be borne by the buyer. Inspection by third parties might result in delayed shipment, out of SiloMaster control and SiloMaster will not assume any responsibility for any direct or indirect losses caused by late delivery.

On delayed collection of ready to ship equipment SiloMaster S.L.U. is entitled to charge storage and material handling charges.

It is understood and agreed that any delay or problems with any type of required permits, documentation and preliminary works by the customer or end operator, including but not limited to ground or civil works at site or 3rd party engineering and services, will not be used to delay any agreed payment and shipping / collection schedules.

The delivery terms are based on INCOTERMS 2010.

7. Scope of supply

The delivery covers the equipment specified in the order confirmation only. Unless stated in the order quotation the below items are not included;

- Any alterations or additions that may be necessary to either new or existing buildings or installations.
- Site civil design & supervision of ground works, offices, buildings, roads, site clearance, soil analysis etc.
- SiloMaster S.L.U. might supply foundation drawings for information purposes only which can not be used under any circumstance in substitution for a civil engineering design. For this reason, SiloMaster S.L.U. waives any liability for any type of failure that may be caused as a result of a poor foundation execution.
- Licences, authorization and local and national authorities' certificates.
- Any electrical items including; incoming mains supply power cables, transformers, electrical substation, site electrical wiring and control panel.
- Site supervision, installation and erection of equipment, or on site technical assistance, which will be subject of a specific order confirmation.



- Plant hire equipment; personnel lifts, forklifts, cranes and any other installation equipment including silo jacks, scaffolding, installation tools, generators and electrical power source and leads.
- Lightning protection systems, earthing systems, fire prevention system, aircraft warning devices, explosion prevention systems.
- Equipment loading or off loading, site storage, inland or ocean freight and freight insurance.

8. Dimensions

All dimensions are subject to final drawings.

Please note that while care is taken with the project design some site modifications might be necessary. SiloMaster reserves the right to change specifications without prior notice.

Any alterations to the project design, after order confirmation by the client will be for the clients account.

9. Warranty

Our standard warranty conditions apply and are part of these sales conditions document.

10. Liability

10.1 If the Client should sustain damages as a result of a breach of duty SiloMaster is responsible for, SiloMaster shall undertake to pay compensation for these damages in compliance with the applicable statutory provisions. However, the following restrictions shall apply:

If the damages sustained by the Client should be the result of a defect in the performance of any third party, the Client shall first be required to file claims with the third party for the compensation of the damages or the elimination of the deficiency. SiloMaster shall undertake to provide the Client with all information required to enforce any rights vis-à-vis third parties and to assist the Client with the pursuit of the latter's rights.

10.2 If SiloMaster is under the obligation to compensate the Client for damages but has insurance coverage for this risk, the Client shall give SiloMaster the opportunity to have the damages settled by its insurance.

10.3. In case it is proven that SiloMaster is liable, it shall compensate the Client limited to damage amount of the delivered items or services.

10.4. Any liabilities not expressly provided for above shall be excluded. Pecuniary damages and liability for consequential damages of any type, including content, lost profit, missed savings, and damages due to downtime for the duration of repairs are excluded. SiloMaster is therefore not liable for loss of production, loss of data and information, providing or procuring substitute power, or for other pecuniary damages.

11. Confidentiality

Customer and supplier acknowledge that, in the course of performing their respective obligations, they may receive from the other party certain confidential and proprietary information, including data, specifications, processes, policies, technologies, methods, formulae, and performance and other information of the other party (collectively, "Confidential Information"). Both, buyer and seller, agree to limit disclosure and access to the Confidential Information to such of their employees as are directly involved with work required by the supplier and customer and then only to the extent as is necessary and essential to complete the work involved herewith. Such employees shall preserve the confidential nature of the Confidential Information. Neither party shall disclose any of the Confidential Information to any other party, in whole or in part, directly or indirectly, unless authorised in writing by the other party. The parties shall, at all times, take proper and appropriate steps to protect the Confidential Information. Confidential Information shall be used only in connection with performance of the order. No other use of it will be made by the receiving party or its employees, it being recognized that the disclosing party has reserved all rights to the Confidential Information.

12. Force majeure

If SiloMaster should be prevented from delivering its goods and services in a timely manner due to acts of force majeure or mobilization, war, uproar, strike, lockouts, operational interruptions suffered by SiloMaster or its suppliers, fire, natural disasters, unfavourable weather conditions, transportation impairments, failures in raw material and auxiliary material supplies, changes to the statutory provisions, government agency measures or mandates or the occurrence of any other unforeseeable incidents outside of its control, the delivery time shall be reasonably extended.

13. Governing law

These General Terms and Conditions as well as all legal transactions between SiloMaster and its Clients as well as suppliers shall be governed by the laws of Spain.

The place of fulfillment and sole place of jurisdiction for all disputes arising from this contract shall be the courts of Zaragoza / Spain.

In the event that individual provisions of these terms should be or become ineffective or contain an omission, the remaining provisions shall not be affected. The Parties shall undertake to enter into such a provision that is permissible under the law in lieu of the ineffective provision that meets the business purpose of the ineffective provision as closely as possible or closes the gap.

