

1. GENERAL. Without written consent otherwise given by a person duly empowered by Bombas Ideal S.A. (hereinafter the Company), the general sales terms and/or conditions detailed below constitute a full part of this offer and will apply to any order that stems from this. Any additional and/or different terms, items and/or sales conditions introduced in the purchase order by the Purchaser or any other form for acceptance are rejected in advance and will not form part of any order stemming from this offer.

2. ORDERS. All the orders for the Company's products shall be sent to "Bombas Ideal S.A." at its premises in Massalfassar (Valencia), P. Ind. Mediterraneo – CID 8, 46560 Massalfassar (Valencia) and will be subject to acceptance by the Company. The order will be deemed made on reception at the Company's premises of the document of the Purchaser's acceptance of these General Sales Terms, an acceptance document which will have to be properly signed and sealed by the Purchaser.

No order will have any effect if it does not contain written acceptance of the offer and of these General Sales Terms by the Purchaser and has not been made in at most thirty (30) days from the date of the offer.

3. PRICES. The prices for the Company's products covered by the offer are fixed and inalterable for the period included from the date of the manufacturing order to the delivery date. The prices given in the offer are EX-WORKS (at our stores) according to Incoterms 2010, unless there is any express agreement otherwise, and shall not include any tax nor present nor future charge on sales, for usage, occupation, licence, as well as special taxes and other dues on manufacture, sale or delivery, all of which shall be assumed by the Purchaser.

4. DELIVERY DATE. The date when the order comes into force for purposes of the delivery date shall start after the Purchaser has made payment on account if this is agreed in the offer and after establishing and approving in writing the specifications, documents and scope of the supply requested, as well as all the data necessary which the Purchaser may require later on to be able to proceed to pay the invoice.

5. MODIFICATION, CANCELLATION, REPROGRAMMING AND RETURN OF THE EQUIPMENT. No order stemming from this offer shall allow cancellation or modification, nor any variation in its schedule of dates, without written agreement from the Company. In the event of any cancellation and/or modification, the Company shall have to be compensated for all the costs stemming from cancellation or modification. Any additional expenses which the Company incurs due to changes in the design or the specification or modification or review in any period or product stemming from this offer will have to be defrayed by the Purchaser.

The goods may be returned only when the Company expressly authorises this. The only acceptable returns of equipment shall be for items included in the price list in force and/or from the warehouse, acquired under one year from the date of notification of their availability and the date of return, and continuing to be made by the Company on the date of the return, with no modification in the denomination of the type, sealed, in its original packing, without any damage, dirt or writing on the packaging itself.

The company will not accept returns of material that has been used, or fitted on other equipment or installations. No products whose purchase price fails to exceed 150 € per position will be accepted. The amount credited will be 80% of the original purchase value, except for errors in shipments made by the Company. The Purchaser shall assume the transport expenses to the Company's premises.

6. DELIVERY OF THE GOODS. The prices offered do not include the transport of the Product, nor any special packaging, these items always being for the Purchaser's account. In the event of being contracted they will be separately stated on the invoice and on CPT Incoterms 2010 conditions. Insuring the goods is for the Purchaser's account.

The goods will be understood to be delivered when the tests are satisfactorily completed at the factory, or lacking these, when these are made available to the Purchaser at the Stores of the Company. The Purchaser assumes entire responsibility for the Product. In at most one week after the notification of the Product's availability, the Purchaser will have to indicate the address for sending this. In the event of not having a place for delivery or not replying to the notification, the Purchaser will be obliged to make the reception of the Product by stocking at the Company's warehouse and accept the corresponding invoice.

The cost of storage will be negotiated independently from the price established in the contract for the Product and this will be insured at the Purchaser's account.

In the event of a supply requiring a Commissioning operation, this will always be for the Purchaser's account and will be separately specified on the invoice. The delivery date is a mere estimation and depends on reception of all the information and all the relevant approvals, meaning that the schedule for making goods available cannot be construed in the sense of obliging the Company to undertake commitments of materials or to make items for this order outside the Company's normal and reasonable production schedules.

7. PAYMENT CONDITIONS. Except for express agreement otherwise, the payment period shall not be over sixty calendar days from the invoice date. The Purchaser will supply the Seller with the payment document agreed (cheque, promissory note etc.) within fifteen days from the invoice date.

The same conditions will govern payments on account, in the event of this form of payment being envisaged.

Regardless of reception of the payment document, the Product will not be deemed paid until its full amount has been received by the Company, the Company accepting any payment document under the usual reservations. In the event of the payment not being made on the date and in the form agreed, what is laid down in Act 15/2011 dated 5th July will be applied, establishing the means for countering defaulting payment in trade operations. The Purchaser shall meet all the costs and expenses, including reasonable lawyers' fees, which it may incur.

8. RESERVED OWNERSHIP. The Company shall reserve ownership of the product supplied until payment of its full amount. Until that time the Purchaser will not be able to sell nor convey ownership of the Product to a third party without the Company's written

authorisation. In the event of failure to pay on the date agreed, the Company shall be entitled to recover the Product with no need for any court order or injunction, with the Purchaser relinquishing any allegation of loss of goods.

The Company retains ownership and a pledge right over all the products sold to the Purchaser in virtue hereof until the purchase price and any other costs, if there were any, have been paid in full. At the Company's request the Purchaser will have any document issued or supply any notifications which might be necessary to complete the Company's pledge rights over the products sold.

9. PURCHASER'S INSOLVENCY. If the Purchaser were to get under way, or if others were to bring against it, any bankruptcy proceedings based on the relevant legislation in the question, or if at the time when the equipment is ready to be made available the Purchaser's financial situation were not to offer, in the Company's view, security as regards the payment terms established, the Company reserves the right to demand full payment in cash prior to handing over the goods. If said payment were not received in fifteen (15) days after the notification of availability, the Company will be able to cancel the order to any item not delivered and demand payment of any reasonable expenses for cancellation.

10. DELAYS. The Company shall not under any circumstances be liable for any delays caused by force majeure, fire, strikes, labour conflicts, government or military action, delays in transport or supply of goods, or for cause of any nature beyond the Company's Control. In this respect no legislation for compensation of damages shall apply. The Purchaser shall accept delivery within a period of thirty (30) days after reception of the notification of availability.

11. INSPECTION. The Purchaser or its representative will be authorised to inspect the goods at the Company's premises, on condition that this does not interfere in the normal production flow of the Company, and on condition that the Purchaser supplies the Company, in writing and in advance of a list stating all the aspects that it wishes to cover through the inspection, as well as the names and posts of the persons to attend.

12. CLAIM FOR QUANTITY FLAWS. A relinquishment of any possible claim through lack of goods shall be understood to exist if this is not made within ten (10) days from reception of the goods in respect of which said fault is claimed.

13. OPERATIVE CONDITIONS AND ACCEPTANCE. The recommendations and offers shall be made based on the operative conditions specified by the Purchaser. If the real conditions differ from the ones specified and the performance of the goods is negatively affected by this, the Purchaser will be responsible for the cost of any changes required in the goods for the latter to be able to meet said conditions. The Company reserves the right to cancel any order and the Purchaser will repay to the Company all the costs and expenses incurred and any reasonable profit for performance. For this purpose, the Company reserves the right to reject any order based on an offer containing an error. The provisions of any specification or table are merely descriptive and do not constitute guarantees or commitments. The Company shall certify the service data of a particular product at the interested party's request. Any certifications as regards flow, head and performance are based on workshop tests and on the use of clean, fresh water at a temperature not exceeding 21/25°. The

certifications are based only on these specific parameters and do not cover any continuing performance over any period of time nor in any conditions other than the ones stated and are subject to prices according to the test rates.

14. RECORDS, AUDITS AND ASSETS DATA. Unless an authorised director of the Company agrees otherwise and signs this expressly in writing, neither the Purchaser nor any representative of the Purchaser, nor anyone else shall be empowered to examine or audit the accounts of costs, books or records of the Company of any kind or in relation with any matter, nor will be legitimated nor have any control over written material, designs or technical material about the production and engineering of the Company, which the latter, in its own judgment esteems to belong to it fully or partly.

15. PATENT INFRINGEMENT. The Company shall release the Purchaser from any liability for infringement of any right over machinery belonging to any patent, issued as of the date of the Contract and stemming from the sale or the use of the equipment designed and/or made by the Company in the form that this supplied it.

The Company shall not assume any responsibility in respect of equipment specified either by the Company or by the Purchaser but which has not been designed and/or made by the Company.

The Purchaser will release the Company from any liability through infringement of any right over machinery belonging to any patent issued as of the date of the Contract and which concerns equipment supplied by the Company according to the designs and /or specifications supplied by the Purchaser.

The party assuming the liability according to what is stated above shall be immediately notified of any declaration of infringement and shall have absolute control over the defence of the case, including rights of reconciliation, agreement, defence against legal action and making changes to the equipment to avoid said infringement.

16. LIMITATIONS OF RESPONSIBILITY. The Company shall not under any circumstances accept any liability as regards compensations for damages, secondary damages indirect or special, loss of profit, real losses, losses of production or progress in building, whether these stem from delays in delivery or from fulfilment, from guarantee infringement, negligent manufacture or other causes. The Company's entire responsibility in relation with fulfilment of this order through breach of contract or guarantee, negligence or other causes shall not under any circumstances exceed the contract price. The Purchaser agrees to keep the Company totally unharmed from any liability as regards any claims from third parties concerning said limitations.

Insofar as compliance with different legislation and regulatory provisions, both state and regional as regards health and safety at work, as well as contamination of the environment, is affected by the use, installation and operation of the equipment and other items over which the company does not have any Control, the Company shall not accept any liability in

respect of compliance of said legal and regulatory provisions, neither in the form of compensation, guarantee or any other.

17. **GUARANTEE.** The Guarantee adjoined hereto is exclusive and replaces any other guarantee, implicit or express, including, with no limitations, any guarantee of commercialisation or appropriateness for a specific purpose.

18. **OTHER RIGHTS AND RESOURCES.** Apart from the rights and resources granted to the Company in virtue of any contract stemming from this offer, the Company shall enjoy all the rights that the law and equity allow it, and shall not be obliged to execute any order stemming from this order if the Purchaser fails to comply with said order or any other order or contract entered into with the Company.

19. **LAW AND JURISDICTION APPLICABLE TO THE CONTRACT.** All the orders that the Company accepts shall be ruled and governed, as regards their validity, execution, construal, effect and other aspects, by the Common law of the Spanish State, the Company having its main centre of business in said state. All the orders that the Company accepts shall be understood to be sent to the main centre of activity of the Company located in Massalfassar (Valencia) Spain, and delivered to this, unless the Company agrees otherwise in writing. The Purchaser accepts that all the action or legal procedures arising directly, indirectly or in any other way in relation or in connection with or stemming from any order accepted by the Company shall be heard, at the Company's sole appreciation and option, in the Courts and Tribunals of Massamagrell (Valencia). The Purchaser agrees to submit to the jurisdiction of said Courts and Tribunals and relinquishes any right to change of jurisdiction in any proceedings brought by it against the Company or in any action brought by the Company against it.

GUARANTEE

The Company Bombas Ideal S.A. (hereinafter "the Company") hereby guarantees, to the extent of the guarantee established below, that each part of the Equipment is new, free of any flaws, both as regards material and finish, in normal conditions of use and operation for which it was designed and only and exclusively if it has been properly installed and used.

The Company's obligation in virtue of this guarantee is restricted to replacing or repairing at no cost on ex-works conditions, Incoterms 2010, at the point of manufacture, any faulty part or parts of the equipment that have been made by the company and which are returned to this at its premises in Massalfassar (Valencia) on condition that each part or parts is received at the Company's factory in the shorter of the following two periods: twelve (12) months from the time of installation, or eighteen (18) months from the date of being made available.

When the supplies come from another firm and in general, whenever these are not made by the Company, the latter will grant the Company the same guarantees as are given in this.

The Purchaser will have to notify the Company, by means of a registered letter with acknowledgement of receipt of any claim through breach of guarantee in a period of thirty (30) days from when it has learned of this, but never after the guarantee period in question has elapsed. It will otherwise be understood to relinquish the claim.

The Purchaser assumes all the risks and responsibilities stemming from using the equipment, either used individually or in combination with other equipment or machinery.

This guarantee will not apply to any equipment, nor any part of this that has been repaired or modified outside the Company's factory without the latter's prior consent, or that has been modified in such a way that in the Company's view this negatively affects the performance or reliability of the equipment, or that has been used in excessively severe conditions or conditions which in some way exceed the ones established in the specifications for said equipment.

Any manipulation of the product by persons not from the Company and without the latter's prior consent shall implicitly and automatically entail forfeiting the guarantee.

The following are totally excluded from the guarantee:

- a) Any faults which may arise during transport, which shall always be for the Purchaser's account.
- b) Any faults which arise through faulty installation, when this has not been done by the Company, improper use of the product or failure to comply with the instructions for getting the equipment underway and maintaining this as given by the manufacturer.
- c) The parts subject to wear and normal corrosion and erosion effects, as well as any breakdowns stemming from using fluids other than the ones stated in the request for the offer or due to incomplete information about the composition of these.
- d) Any costs of cranes, scaffolding, lifting devices and non-qualified labour which might be necessary for setting up and dismantling the pumps on site.

The guarantee is restricted only to the Product supplied and no claims for damages brought by the Purchaser (or any other party) for consequential damages or loss of profit will be accepted. In any event, the Company's full responsibility in relation with the characteristics of the order and in general for failure to comply with the obligations assumed by it in the Sales Terms shall not under any circumstances exceed the price of the Product which has given rise to the claim. The guarantee will be automatically forfeited through the Purchaser's failure to comply with the payment obligation.

This guarantee is issued to expressly replace any other guarantees, implicit or express, including any implicit marketing guarantee or for adaptation to any particular purpose which is not established in writing duly signed by an authorised representative of the Company.

The Company shall not under any circumstances be liable for any incident or damage stemming either directly or indirectly from the use or lack of use of the equipment. Without this entailing any limitation to the general nature of the previous statement, said lack of responsibility includes the Purchaser's costs through losses of usage or through generating losses of usage and/or any damages for which the Purchaser might be liable to third parties

and/or damages to property and/or injuries and/or death of any person. Neither does the Company assume nor authorise anyone to assume on its behalf, any other responsibility in relation with the sale or usage of the equipment.

BOMBAS IDEAL, S.A.
P. Ind. Mediterraneo - CID 8
46560 Massalfassar (Valencia) Spain
Phone: +34 961402143 - Fax: + 34 961202131
bombasideal.com

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