

REINER SALES TERMS AND CONDITIONS

SCOPE OF APPLICATION:

Only those contractual and sales terms and conditions that have been individually negotiated shall be applicable in our dispatches. The buyer expresses their acceptance of these general terms and conditions by accepting our merchandise.

ESTIMATES:

- 1- The prices quoted shall be valid for 3 months.
- 2- Once 3 months have elapsed, the prices set shall be subject to review in the event of any changes in production or material costs, unless otherwise established.
- 3- Estimation of deadlines for moulds, tools, tests and dispatch of samples is based on the specific and general terms and conditions of the tender. We always try to meet deadlines, although are not always able to guarantee this. Delivery times of the first samples and parts shall be calculated once approved orders and plans have been received.
- 4- If moulds are transferred to REINER, the terms and conditions and budgeted prices shall be based on proper manufacture, design and upkeep thereof. The final price shall be estimated after each mould has been checked.

ORDERS:

- 1- No cancellation shall be accepted once the raw material has been received or once work has been started on the moulds. In exceptional cases, cancellation may result in a charge for the part of the mould that has already been manufactured and the total cost of materials of the mould in question.
 - a- An invoice shall be issued for the manufactured prior to cancellation thereof and for costs deriving from this cancellation.
 - b- Materials shall be delivered to the customer within a 30-day period.
- 2- In the event of changes to the product or cancellation of an order, the customer shall be charged for 1 month of finished product, 1 month of products currently being manufactured and 1 month of raw material. REINER shall meet the cost of any amounts exceeding those stipulated. Any amounts that need to be taken into consideration are those that appear in the dispatch schedule prior to cancellation.
- 3- If the deadline established by the customer by order cannot be met, REINER shall inform the customer of the closest possible date to that established. REINER shall not be held responsible for failure to comply with the deadlines established unless the delivery date has been previously confirmed by the latter.
- 4- REINER shall analyse any changes in orders that increase or decrease delivery times. Acceptance of such changes shall be confirmed in writing, and the changes in question shall be treated as new orders with their respective delivery dates.

QUALITY:

- 1- Products shall be dispatched in accordance with the Quality Control Plan agreed with the customer.
- 2- Measuring tools and methods for suitable control of parts and products provided by the customer shall be subject to the terms and conditions set out in clause 1: TOOLS of this document.
- 3- Suitable measuring methods must be specified prior to commencing supply and must be agreed by both parties. If such methods are not specified, REINER shall define a measuring method that shall be the sole one valid for the purpose of checking the product.

COMPLAINTS AND RETURN OF MATERIALS:

- 1- We guarantee that our products are in accordance with our customer specifications, which are accepted by REINER and are free of any faults owing to improper handling or defects in materials.
- 2- The PPM rate agreed with the customer is estimated based on dispatches of the part made over the last year. REINER shall not accept any charge provided that the amount of faulty parts is less than that referred to.
- 3- Returned parts shall always be collected by REINER transport. The customer shall be notified of the date of collection of parts within 2 working days following receipt of the request to do so.

- 4- Parts must be returned in their original packaging, free of dirt and any foreign elements.
- 5- Return of parts which are more than one year old shall not be accepted except in the case of returns due to termination of the product warranty (calculated from the delivery date by REINER to the customer).
- 6- Any faulty modification does not hold the customer harmless from their payment obligations.
- 7- No complaints or charges deriving from poor design shall be accepted except in cases where REINER is deemed partially or totally responsible for the design of the product.
- 8- Only those complaints or additional costs deriving from re-preparation, handling or services that have been previously authorised by REINER shall be accepted.
- 9- REINER shall not be held responsible for any loss of profits or other financial losses that may be incurred by the customer.
- 10- Any possible claim for damages shall be limited to the scope of coverage offered by our product liability insurance policy.

TERMS OF PAYMENT:

- 1- The period for payment of all the products supplied is agreed in writing in accordance with Spanish law, between REINER and the customer, unless otherwise agreed.

- 2- The invoicing method for moulds, equipment and tools is, unless otherwise agreed, 30% on receipt of the order, 40% on delivery of the first samples and the remaining 30% after the parts have been checked.
- 3- The company reserves the right to recover the products supplied in the event of non-compliance on the part of the customer owing to non-payment. This does not entail termination of the contract unless REINER expressly confirms as such in writing.

TOOLS:

- 1- Moulds, special machinery and tools bought by the customer remain owned by them and may be recovered following suitable notification and payment of all costs and invoices related to the components manufactured with the mould, including engineering services.
- 2- If the base of the mould is owned by REINER, the customer shall only be entitled to recover any cavities that have been inserted.
- 3- We guarantee that the moulds and tools used exclusively by REINER shall be kept in good condition, without this entailing any surcharge for the customer during the warranty period (1,000,000 injected). If agreed production levels are not reached, this maintenance obligation shall cease following a period of 1 year without manufacture, after which time the cost of storing the moulds or tools shall be transferred to the customer.
- 4- REINER shall be responsible for updating the moulds it has constructed. In the case of transferred moulds, their cost and the cost of preventive maintenance thereof shall be subject to negotiation.

- 5- The cost of tests on moulds and materials demanded by the customer shall be subject to negotiation with the latter.
- 6- In the case of transfer of moulds and tools, shipment costs, testing, adaptation of moulds and measurements shall be subject to negotiation with the customer prior to receipt of the material.
- 7- The state of transferred moulds and tools shall be analysed and a report issued specifying any adaptations that may need to be made and the costs thereof. A period for analysis, testing and acceptance of the part shall be established prior to delivery of the material. The latest plans of the mould and parts in their most recent stage of engineering must not be handed over.
- 8- Any changes in design while the product is being developed or during production shall imply a review of costs and also delivery dates, which must be agreed by both parties.
- 9- Any modification shall mean that a new plan needs to be printed, taking into consideration both the corresponding authorisation and acceptance of costs by the customer to whom the mould belongs.
- 10- It is essential for the customer to carry out all checks deemed necessary to ensure proper functioning of the parts during the approval process. REINER is unable to accept any responsibility for rejection of parts supplied that fail to function properly, if these are identical to approved parts.