

## COMMERCIAL CONDITIONS

### TRANSPORT AND PACKAGING

- The material is shipped through the agencies and courier designed by SempsaJP and is always at the expense and risk of the purchaser.
- The re-expeditions go at the expense and risk of the purchaser.
- The packaging method is standard. Any specific packaging method required by the customer will be at the expense of the purchaser.
- On the moment the material is received , the overall quality should be reviewed by the customer:
  - Should any anomaly be detected or any damage on the material received, the customer should open a return report specifying and detailing the issues and ship the document back with the material after receiving confirmation by SempsaJP 24 hrs after the material reception.
  - If the anomalies are not detected at first sight and are then detected at a later stage, similarly a return report should be provided within 24 hrs from the moment it has been realized.
  - All claims should be sent on a written form and provided to the transport company and to SempsaJP.
- The delays caused by the transport company will never be a reason to claim for any material or monetary compensation by the purchaser.
- All delivery dates will be valid from the moment the customer has provided all the required documents needed for the manufacturing and having all previous payments settled up to date. If there is any overdue document at the moment, SempsaJP reserves the right to stop the process.
- The material could be delivered in partial shipments. Each delivery date as an individual order.
- The delivery could be done at our own premises organizing a collection using the customer's courier of his choice. In this case it will be necessary to have in advance the name and ID number of the driver who will pick the material up.

### PAYMENT TERMS

All operations should be credited via payment in advance until SempsaJP grants the customer's credit.

In the situation of having any overdue invoices, the customer will take charge of the returning costs and delays caused.

In case of not paying on time, SempsaJP reserves the right to cancel future orders, cancel any conditions granted, reduce or withdraw the authorized credit.

The customer won't have the right for a compensation for quantities still owed to him.

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Inscrita en el Registro Mercantil de Madrid, Tomo 15717, Libro 0, Folio 21, Sección 8, Hoja M-264917, Inscripción 1 de 4/10/2000

SempsaJP has the reservation of title over delivered material until this has been fully paid.

As long as there is an existing debt, SempsaJP has the right to retain any property from the customer's possession or compensate the existing debt with metal being processed at the moment.

In case of not complying any of these obligations, the customer should compensate SempsaJP for any costs that have been indirectly or directly implied for the payment of the debt, with the right to charge a financial expense of 2% for each month passed until the debt is fully settled.

### ORDERS

SempsaJP reserves the right to accept any order from customers that have infringed the rules in previous contracts.

SempsaJP reserves the right to modify the prices without any previous notice.

### RETURN DELIVERIES

No material will be accepted as a return unless there is explicit written authorization by SempsaJP.

In case the material returned has been accepted, all further costs (shipping, handling, etc.) will be at the customer's expense.

All material will be credited to the customer depending on the state in which the returned material has arrived at our premises.

### PRICE

The VAT is not subject for quotation.

Given the final product price depends on the precious metal price of the day, the final product price provided on a written form will be merely indicative.

All printed catalogues don't have any binding character. They are purely informative.

### CANCELLATION

The order could not be cancelled unless there is a written agreement by SempsaJP.

If the order is cancelled, all the produced material up until that moment should be charged to the customer, regardless of being the final product finished or not.

SempsaJP reserves the right to cancel the order if the customer becomes insolvent, has any payment delay history or in case SempsaJP could not comply with the obligations due to any events of force majeure (floods, fire, strike, etc.)