



**Helm Ibérica, S.A**  
**General Sales Conditions**

## **1. Scope of Application**

Our contracts are exclusively governed by the terms and conditions stated in our sales confirmations and by our following General Sales Conditions. We herewith explicitly object to deviating or conflicting General Purchase Conditions of our Buyer, unless otherwise explicitly agreed in writing.

## **2. Offer and Acceptance**

Our offers are non-binding. Orders from our Buyer shall not be binding on us until the earlier of our sales confirmation or our delivery.

## **2. Prices and Payment**

3.1. The purchase price is payable without any deduction by the due date.

3.2. In the event of delayed payment, the Buyer shall pay interest from the date of maturity to definite receipt of payment.

3.3. In the event of any reasonable doubts concerning the Buyer's ability to pay and particularly if a default in payment has already occurred, we shall be entitled – without prejudice to any other rights – to revoke any credit terms granted and to demand payment in advance or sufficient collateral.

3.4. Set-off or retention with counterclaims other than those that are not disputed by us or are confirmed by final court decision shall be excluded.

3.5. Regardless of the place of delivery of goods or documents, the place of payment shall be our place of business.

## **4. Delivery**

4.1. Delivery shall be affected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the Incoterms in force on the date the contract is concluded.

4.2. In the event of delayed delivery on our part, the Buyer shall be obliged to grant a reasonable period of grace.

## **5. Product Quality**

5.1. Unless otherwise agreed explicitly in writing, the quality of the goods is exclusively determined by our product specifications.

5.2. Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

5.3. The properties of specimens and samples are binding only insofar as they have been explicitly agreed in writing to define the quality of the goods.

5.4. Quality and shelf-life data as well as other data shall constitute a guarantee only if explicitly agreed and designated as such in writing.

## **6. Advice**

6.1. Any advice rendered by us is given to the best of our knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve the Buyer from analysing and testing the goods.



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6.2. Technical and chemical specifications are no warranty or guarantee for a particular suitability or application of the goods.

### **7. Retention of title**

7.1. Simple retention of title: Title to the goods delivered shall not pass to the Buyer before the purchase price has been paid in full.

7.2. Right of access and disclosure: at our request, the Buyer shall provide all necessary information on the inventory of goods owned by us and/or shall identify our title to the goods on their packaging.

7.3. Late payment: in the event of late payment by the Buyer, we shall be entitled - without rescinding the sales agreement and without granting a period of grace - to demand the temporary surrender of the goods owned by us at the Buyer's expense.

7.4. Partial waiver clause: should the value of the securities exceed our claims by more than 15%, we will waive securities of our choice to this extent.

### **8. Defects**

8.1. The Buyer is required to inspect goods promptly after delivery and to give notice in writing of any deviation or defect in the delivery note, it must be notified as soon as possible and no later than one week after the delivery.

Delivered goods are deemed accepted if no written complaint is made.

Defects that could not be discovered during inspection after delivery must be notified immediately but no later than one week after discovery.

8.2. In the case of a defective product, if the client has informed under the conditions and terms laid down, the product will be replaced or reimbursed. That decision will be communicated within a reasonable period of time.

8.3. The filing of a complaint or any other claim does not release the Buyer from his obligation of payment.

8.4. We do not warrant or guarantee that the product is free from patents or other intellectual property rights of third parties.

8.5. In the case of product quality defects that are not detectable at the time of delivery, the incident must be notified once discovered, no later than one week, and as long as no more than one year has elapsed since the time of delivery.

Helm Ibérica is not responsible for the damages that the products may suffer in the customers' installations or for the inadequate conservation after the opening of original packaging.

### **9. Liability**

We shall be generally liable for damages in accordance with the law and according to the following rules: (i) In the event of a simple negligent violation of fundamental contractual obligations, however, our liability shall be limited to compensation for typical, foreseeable losses. (ii) In the event of a simple negligent violation of non-fundamental contractual obligations, we shall not be liable. (iii) The foregoing limitations on liability do not apply to damage to life, body or health.



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### 10. Force Majeure

To the extent that any incident or circumstance beyond our control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government) reduces the availability of goods from the plant from which we receive the goods, meaning that we cannot fulfil our obligations under this contract (taking account of other supply obligations on a pro-rata basis), we shall (i) be relieved from our obligations under this contract to the extent we are prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence also applies to the extent that such incident or circumstance renders contractual performance commercially useless for us over a long period or occurs with our suppliers. If the aforementioned occurrences last for a period of more than 3 months, we shall be entitled to rescind the contract without the Buyer having any right to compensation.

### 11. Personal data protection

In accordance with the provisions of Regulation (EU) 2016/679, we inform you that Helm Iberica, S.A. has the legally required security measures in its facilities, computer systems and files in order to guarantee the confidentiality of your data.

We use the information you provide us with to manage our business relationship which is based on honesty, accuracy and transparency to build solid relationship and mutual trust.

Your data will be stored while the activity relationship is not terminated, and/or the existence of a legal time frame.

The data will be transferred to other group companies or third parties that provide services related to the business purposes and if there is a legal obligation. In the event of transferring your data to third parties, we will ensure the maximum level of privacy and security.

Interested parties can exercise their rights of access, rectification, deletion, withdraw the consent granted, opposition, portability and limitation of the processing.

The exercise of the mentioned rights can be made by postal mail, enclosing a copy of ID or passport to Helm Ibérica, to the postal address Ctra Fuencarral, 24 Edificio Europa I Portal 2, Planta 1- 3 28108 Alcobendas (Madrid) or by email to [info@helm.es](mailto:info@helm.es).

### 12. Miscellaneous

12.1. The place of jurisdiction is Hamburg. However, we shall be entitled to sue the Buyer at his place of business.

12.2. The laws of the Federal Republic of Germany apply, excluding the German rules regarding the conflict of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.3. If a provision of these foregoing General Sales Conditions is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.