

ALEASTUR Standard Terms and Conditions

The following terms and conditions apply to the sale of products and Services (collectively called “products”) and the licensing of related technology, if the case would be, offered by ASTURIANA DE ALEACIONES, SA, ALEASTUR OF AMERICA LLC, ALEASTUR BV, or any of the group Companies or its technology business units (hereinafter called “ALEASTUR”) for The consideration specified in the accompanying quotation or contract.

These terms and conditions are hereby incorporated by reference into Any quotation or contract (all collectively referred to as the “contract”) and shall together with any additional terms and conditions Set forth in the accompanying quotation or contract, represent the Governing terms and conditions, notwithstanding any contradictory, Modifying or additional terms or conditions that may be contained in a Buyer’s request for quotation, purchase order, or other documentation.

Buyer’s acceptance or operational use of any products delivered by Aleastur shall constitute the buyer’s full acceptance of these terms and Conditions. Should buyer accept the order and the products these terms and conditions shall be considered as accepted.

1. Buyer shall provide all necessary permits, licenses, Licenses, certifications and other special requirements contained in the operation as may be required by law or Regulation.
2. Buyer shall comply with all laws and regulations governing the possession, use, handling, transfer or disposal of any kind of materials supplied by ALEASTUR or required in the Performance of the Contract.
3. In the case of resale of the products or services of ALEASTUR, he will always act fulfilling all international and national regulations.
4. All goods shall be shipped EXW ex seller’s premises (Aviles, Spain) per Incoterms 2010. If requested, shipping and handling charges will be prepaid by ALEASTUR and invoiced to Buyer at this price.
5. Buyer shall bear the risk of loss or damage to the goods from any casualty subsequent to delivery to the agreed point in Spain. Buyer will acknowledge acceptance of the Products including risk of loss, and obtaining the necessary permissions or documents for the exportation of the products from Spain.
6. The products or services delivered as per contract by ALEASTUR or the contract are not assignable without the prior written consent of ALEASTUR. Any attempt by the Buyer or client to assign any of the rights, duties or obligations of the Contract without such consent shall not bind ALEASTUR in any form.
7. Buyer will so assume the responsibility of non-fulfilling these rules and it will hold ALEASTUR harmless of any kind of amount as might be imposed. Buyer shall assume full and exclusive responsibility for use of the Products and it shall indemnify, defend and hold ALEASTUR harmless from all claims, actions, damages, expenses, liabilities and losses, including but not limited to breach of contract, warranty, negligence, strict liability, statutory or Regulatory international or national liabilities that in any way arise out of the operation.
8. ALEASTUR and its suppliers, customers, agents, distributors, supplied Companies, freight forwarders, forwarding agents, logistic Companies, clients, and any other kind of collaborator of ALEASTUR group, are absolutely prohibited from conducting ALEASTUR into any kind of business directly or indirectly, with the government (including political subdivisions or agencies thereof) of, or any entity (corporation, partnership, organization, individual, shipper, vessel, carrier, shipping agent, broker, banks, etc.) within, organized under the laws of, with a head office in, controlled, directly or indirectly, by or acting on behalf of the list of sanctioned or embargoed countries and nationals by:
 - a. the competent authorities of the European Union at the present moment (i.e. RCE 961/2010, 267/2012, 709/2012,...) or any other regulation that could be listed in the future by the competent authorities of the European Union through EC Regulations, Directives, Decisions or Recommendations
 - b. the competent authorities of the United States of America at the present moment sanctioned and embargoed countries and nationals, like: Iran (e.g. IRISL), Cuba, Sudan, Syria, Zimbabwe and North Korea, or with any person, entity or vessel identified on the EU & US Department Of The Treasury’s list of

- Specially Designated Nationals and Blocked Persons (i.e. "SDN List"), or any other than could be listed in the future by the competent authorities of the United States Government.
- c. the competent authorities of the United Nations organization at the present moment through international treaties or national regulations, including the United Nations regulations and recommendations on International Commerce exclusions and prohibitions (i.e. Resolutions 1132 (1997) Sierra Leona; 918 (1994) Rwanda; 1343 (2001) Liberia; 1298 (2000) Eritrea & Ethiopia; 985 (1995) Liberia; 864 (1993) Angola; 841 (1993) Haiti; 724 (1991) Yugoslavia; 748 (1992) Jamahiriya Arab Libya; 661 (1990) Iraq & Kuwait; 421 (1977) South Africa), or any other than could be listed in the future by the competent authorities of the United Nations Council.
9. Applicable for sales to Buyers and/or shipments outside the European Union or the United States: Buyer agrees that ALEASTUR's performance under the contract is subject to all of the required and continuing European Union and United States (EU & US) Government approvals, clearances, regulations, and export licenses.
- a. ALEASTUR shall be excused from its obligation to obtain or maintain any required approvals, clearances and/or export or import licenses, to provide those goods or services set forth in the Contract for which such approvals, clearances and/or export or import licenses are required.
 - b. Commodities will be exported in accordance with EU & US export regulations, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations, the Regulations promulgated by the EU or US Department of Treasury and all other applicable EU & US laws and Regulations (collectively, the "export regulations").
 - c. Diversion contrary to EU & US law is prohibited.
 - d. The Commodities may not be resold, transferred, transhipped or re-exported to any forbidden country without prior authorization by the EU or US Government.
10. (Applicable to EU & US Buyers who intend to export shipments outside the EU & US) ALEASTUR's products and services are subject to the EU and US export Regulations. Direct or indirect exportation/transfer contrary to EU or US law is prohibited. Buyer assumes all responsibility for securing commodity classifications, export licenses, shipment, and record keeping in accordance with applicable export regulations of the EU & US Government.
11. Buyer acknowledges that:
- a. any products or services consisting of or contained in Products provided subject to these terms are of EU or US and subject to The EU & US export regulations;
 - b. all sales of Products hereunder are routed transactions within the Meaning of the EU & US export regulations;
 - c. any export or re-export thereof must be in compliance with the EU & US export regulations.
12. Buyer agrees that it shall not export or re-export, directly or indirectly any commodities and/or technical data (or direct products thereof) ordered Subject to these terms in any form to
- a. destinations in Countries mentioned by EU & US Authorities as prohibited or limited, as specified in paragraphs 2,3 & 4 in these conditions and as could be modified from time to time by the EU & US Authorities and Security Officers,
 - b. destinations that are otherwise controlled or embargoed under EU & US export Regulations or
 - c. entities or individuals which are listed on prohibited lists such as the Table of Denial orders maintained pursuant to such laws or regulations.
13. Contract price does not include any taxes, withholding taxes, duties, assessments, liens, or similar charges levied upon ALEASTUR by an entity other than the Spanish Authorities or a political subdivision thereof (hereinafter "Foreign Taxes"), which could be incurred by ALEASTUR as a result of the Contract.
- a. If ALEASTUR, its collaborators, Or their respective employees are required to pay any Foreign Taxes, or any penalties and/or Interest assessed with respect to Foreign Taxes (hereinafter "Foreign Penalties") the Contract Price shall be correspondingly increased to reimburse ALEASTUR for the full amount of Foreign Taxes Or Foreign Penalties.
 - b. If ALEASTUR, its collaborators, or their respective employees are required to file a return or report with respect to any Foreign Taxes, the Contract price shall be correspondingly Increased to reimburse ALEASTUR for the full cost to prepare and file any such return or report ("Foreign Return Charges"). If no further payments are due to ALEASTUR under the

- Contract, Buyer Shall reimburse ALEASTUR for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from ALEASTUR.
- c. If ALEASTUR is required to collect VAT or similar sales or use taxes, levies, or penalties of any kind due to a violation of the Buyer, ALEASTUR will charge Buyer such Amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If ALEASTUR is not registered to collect VAT or similar taxes in that country, Buyer will pay such amounts directly to the taxing authority.
 - d. If after the effective date of the Contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or any new foreign taxes or assessments are levied, or if the methods of administering or the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or changes result in an increased potential tax liability of ALEASTUR, its clients or their respective employees financial responsibility hereunder, the contract price shall be correspondingly increased.
14. ALEASTUR shall not be liable for any failure of or delay in performance of its obligations (except for Payment obligations) under the Contract to the extent such failure or delay is due to circumstances Beyond its reasonable control, including, without limitation, acts of God; acts of a public enemy; Fires; floods; power outages; wars; contagious illness or disease provoking government-imposed Quarantines; prohibitions on travel or restrictions on commerce; civil disturbances; sabotage; Terrorism; accidents; insurrections; blockades; embargoes; storms; explosions; labour disputes; failures Of common carriers; Internet Service Providers; or other communication devices; acts of cyber Criminals, acts of any governmental body whether civil or military, foreign or domestic; failure or Delay of third parties or governmental bodies from whom a party is obtaining or must obtain Approvals, franchises or permits; and/or inability to obtain labour, materials, equipment or Transportation. Any such delays shall not be a breach of or failure to perform the Contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a Period equal to the time lost as a result of such delays.