

GENERAL CONTRACTING CONDITIONS

ENCAPSULANTES DE VALOR AÑADIDO S. A.

1. - Scope of application - The present general contracting conditions shall apply to any contract performed between ENCAPSULANTES DE VALOR AÑADIDO S. A., henceforth "the company", within its operation, that is to say, processing and marketing of encapsulants, direct sales to the photovoltaic sector, service support and production of laminated glass, or any in contrast to these; from now on it will be referred to as "the customer", "the supplier", "The Client" or "the outsource" or "the contract" or "Subcontractor".

The general terms and conditions only could be amended by mutual written agreement by the Parties. Consequently, it will be not considered valid, any terms or conditions appearing handwritten or printed in orders, budgets, letters or other documents issued by the Client.

The amendment by ENCAPSULANTES DE VALOR AÑADIDO S.A of the present General Contracting Conditions, shall not affect to already signed contracts. These General Contracting Conditions are public and communicated to the customers by mail, email, fax or other means chosen by the Company; and it will not be necessary to communicate to the customers anytime that a contract is signed. It will be enough them once, since there are the same to every operations except written agreement.

Nevertheless, to avoid any Client allegation of lack of communication, the Terms and Conditions are available in the headquarters in Polígono Penapurreira, Parcela C,4-B, As Pontes 15.320A Coruña, in URL: <http://www.evasa.net> and in the Registro de Bienes Muebles de A Coruña in section of "Registro de Condiciones Generales de la Contratación" under the name "Condiciones Generales de Contratación de ENCAPSULANTES DE VALOR AÑADIDO S.A".

2.- SELLING CONDITIONS.

2.1- Estimate - The Client has the right to receive a detailed written estimate of the contracted service. Its validity would be 30 days.

The Client will accept responsibility from veracity of the measures and data provided to the Company.

The Company will not receive remuneration for budget making, whenever ENCAPSULANTES DE VALOR AÑADIDO S. A. will execute the services; notwithstanding, if the Client, after the estimate has been made, decides to discontinue the services, should have to pay the rest of the costs made in the development of the estimate.

If the Client makes the order directly without asking for an estimate, it is understood that the Client renounces to the realization of the estimate.

Thus, the Company could carry the asked order when the Client had agreed throw the estimate acceptance by email, pone, fax, or had renounced to the making of the estimate by making the order directly.

2.2.- Delivery. Time and place - the time limit of the delivery will be the agreed between the Parties.

The supporting documentation of the goods delivered is the correspondent bill, contract, delivery note, or any other document awarded by the company rely on the country of destination, and/or the incoterms.

The cost of the goods transportation would be paid by the specified part by the contract. The transport will be performed by a third party, the logistic company.

The delivery deadline will be extended:

- When the Client requirements will not met.
- When the Client gives inaccurate details to the company.
- When reasons beyond the Company control prevent the compliance of the deadline, for example, delays of delivery from the logistic company or the goods delivery from the supplier.

- If the Client modifies the original order or delays in its contractual obligations, particularly those relative to the delivery of the required documentation to the perform operation or the agreed payments.

2.3. - Cost - All the costs should be considered as net, in the agreed currency, without any kind of deduction, unless otherwise agreed and should be the agreed by the Parties.

Prices do not include general and special taxes, fees or other charges, unless otherwise agreed in writing; considering the incoterms that should be applied and/or the goods delivery conditions.

2.4.- Method of payment - Unless otherwise agreed in writing, the payment should be in cash without any discount, and without deduction, compensation or withholding.

In the case of existence of agreed delivery time dates, those should be accomplished by the Client, even if the delivery is delayed due to reasons beyond the Company control. The Company could ask the guarantees that it may be considered appropriate to ensure the fulfilment of contractual obligations by the Client, and may in the meantime suspend deliveries.

2.5.- Application of interests for late payment and compensation for recovery costs - With effects from the agreed date of payment, the Client should pay interest for lay payment according to the law "Ley 15/2010", for combating late. In the acceptance of these General Terms and conditions, the interest rate would be the legal maximum limit.

If the Client incurs in arrears or delay in any agreed guarantee, all outstanding fees and charges incurred are considered to be payable, expired or not. In addition to this, when the Client incurs in arrears, the Company will have the right to claim recovery costs included in the law "Ley 15/2010".

2.6.-Acceptance of the issue of services or delivery of merchandise.

The reception document, which merchandise will go to be delivered to the customer's address or any other place designated by him, it must be signed by any authorized

person. In case of absence of any person abovementioned; the customer, accepting these conditions, it will be consider valid the sign of any other person being present in their offices, who will sign the reception merchandise document with his name and identity card.

As the merchandise is delivered the customer shall verify the products and issue of services, as well quality and quantity.

2.7.-Guarantee-

Regarding EVASA manufactured products, EVASA will be liable according the current law in every particular moment.

Depending on the case in question it might be stipulated a period between six and nine months after the date manufacture, and in any case 24 hours from the opening of the product, according the data sheet of each product.

Any deficiency beyond the company control will be excluded from the guarantee, especially those that came out as a result of the storage and/or conservation conditions, inappropriate manipulation or processing or any kind of outside influence.

The company will inform throw data sheets the required storage conditions of each product regarding humidity and temperature.

The customer will be responsible for the wastes.

Once the product processing is completed, the Company only responsibility will be the indicated by the data sheet.

If the client alleges that a guarantee, in accordance with the technical specifications of the products is not achieved, this guarantee will only be valid if the company has the opportunity to check that the guaranteed parameters are not achieved.

The Company guarantee will be subject to full compliance with the agreed payment conditions.

ENCAPSULANTES DE VALOR AÑADIDO S.A. will not be responsible for any damage occurred during transport if these services are provided by a third party, depending on Incoterm.

Subsequent to the sale, the Company will be not responsible for the obvious or manifested defects in the date of the signature of the contract with the client, in any of his products.

Regarding the claims concerning the use, sale or delivered products or in combination with other products or any other claim regarding the contract, the customer rights and the company responsibility will be limited to the replacement for another of same or similar characteristics.

The client will never have the right to restore the products once they have been accepted or the limit to notify defects have been expired.

The Company responsibility will never exceed the value of the affected merchandise at the sale moment.

2.8.-Limit of responsibility- Unless otherwise agreed, ENCAPSULANTES DE VALOR AÑADIDO S.A. responsibility will not exceed the value of the contracted budget.

The company is free from responsibility over that maximum value, even when they were caused by own negligence or obligations failure. ENCAPSULANTES DE VALOR AÑADIDO S.A. will afford as many damages caused to people and goods in the execution of works, always on condition that they were cases of CHARGUEABILITY, GUILTY AND RESPONSIBILITY.

2.9.-Insurances- The contract`s object benefits and risks will be to the client once the contract be available in the same agreed contract place.

2.10 Client's breach- In no compliance case, complete, partial or occasional, in whichever of the CLIENT's liabilities, as well as, in case of declaration of bankruptcy, liquidation, dissolution or insolvency proceedings, ENCAPSULANTES DE VALOR AÑADIDO S.A. shall have the right to notify the partial or complete contract restriction or the wholly or partly suspension of operation.

It shall be done by notification without further warning of breach or judicial intervention, whereas the company shall not be responsible by damages, without prejudice to other rights to assist the company.

As soon as there were any before mentioned circumstance, all payment claims, overdue or not, refinancing instalment or any other liability that the Company had, the client will be enforceable and immediately payable.

Cheques, bills of exchange, promissory notes or any other formal payment document stipulated to contract liabilities payment shall be sent to the company at the moment of issue invoice. Delayed invoice will be considered as contractual breach.

2.11 Retention of title.- The Company will be keeping the ownership of material or product provided until the whole reception of all payments arranged. The company will keep the right to recall the material or product on the first client's non-compliance, without permission.

2.12.- Compensation- The company will have the right to compensate any amount owed by The Client (understood as all members of the same group of the company, that is the Purchaser), over any amount payable to the client.

3.- PURCHASE CONDITIONS

3.1.- The supplier is bound to deliver the products object of purchasing in accordance with the established in the order and in the laws and regulations applicable.

3.2- The supplier shall deliver all the documents to be required by Client on the order, on time, form and quantity, as well as any other information o document, of any kind, that shall be required according current regulations applicable to purchase.

3.3.-The supplier shall fulfil as many current legal provisions in each time, especially those labour related, social security or fiscal, as well as all regarding environment, safety, health, occupational risk prevention and must prove compliance on form and schedules established by the company.

Likewise the Provider shall comply with company regulations and internal rules to be applicable for ordering reasons.

3.4.- The supplier warrants:

All object of purchase goods or products are full-owned, first use, processed with the required quality materials or products and fulfil with environment and safety requirements, meet the quality specifications and, in this sense, are suitable for their use.

All object of purchase goods or products are free of whichever charge or encumbrance or any other real rights, embargo or hurdles over them and they do not revert to the supplier or over goods or products, without any restriction to the free transfer.

All goods or products fulfil agreed between contracting parties, as well as the compliance of all established conditions in the ordering and goods or products shall be free from any defect, hidden or appreciable either by materials, manufacture, design or production reasons.

It has industrial or intellectual property rights on regarding the purchasing or stockpiling object goods or products or, in case of, that it has appropriate licenses to its production or sale, being on its account expenses and costs resulting.

They shall be on supplier account within the guarantee period and supplier shall come to perform all the reparation works, amendment, recovery, replacement, rectification and correction of weakness in goods or products objet of purchase.

4.-Contractors and subcontractors debentures.-

It shall apply the principles of preventive action considered in the law 31/1995 Law of Labour Risks Prevention.

To notify own staff all measures to be adopted in relation to their health and safety accordingly to Real Decreto 1215/1997.

To report to prevention service the hiring of particularly minor risks sensitive workers.

To have required training to operate machinery and/or specific materials.

To contract by its own risk civil liability insurance, providing to the company the proof that the covers enclosed the whole service performance period.

The contractor/subcontractor will need to adjust to committed service terms, being responsible for delays,

being the company exempt from any responsibility for this matter.

Whether along the company's performed follow-up were observed a contractor/subcontractor contractual obligations breach or a failure in the agreed quality levels, the contractor/subcontractor must adopt required rectify actions, otherwise the company could terminate the ordering or contract or the hiring of a third part to the service performance on charge of contractor/subcontractor.

Company will be able to shift the extra costs, chargebacks and penalties imposed due to any contractor/subcontractor failure onto the contractor/subcontractor. They shall fulfil all specified environmental measures and guarantee the quality of the material used.

Contractors/subcontractors shall have developed a compliance program.

5.-Force Majeure- "Force Majeure" means, for the present contract purpose, the existence of any contingency, circumstance or cause being beyond party alleging management, including, but without confining to the follow circumstances: Imposition or submission to a law, regulation, decree, order or request of any authority (national, state organism, community, province, county or district), seizure, mutiny, war, riot, fire, flooding, earthquakes, storms, blast, strike, closures machinery or factory stoppage, not possibility of getting goods, equipment, fuel or transport. Whether in case of force majeure any Part are not able to fulfil any commitment of the present Contract apart from the price payment, that part will be exonerated from its fulfillment, always shall be notify and indicating the beginning and the character of the situation of Force Majeure. The part to have called upon Force Majeure shall send immediately notify when the Force Majeure reason be over.

The Company will not be responsible over the client for any lost or damage due to the breach or occasional or complete failure on commitments in case of Force Majeure. This clause is applicable to the Company and its floor and to the Client and its floor.

Nonetheless, previous sections on this article, in case the Client was affected by Force Majeure it will not be taken over any of its obligations to accept or pay the orders made previous Client's written notification on the Force Majeure; neither the Client will be able to invoke Force Majeure to delay the payment of owed amounts. In case of

Force Majeure the Company will have the right to distribute, in considered reasonable way, the amount of valuable products among its Clients under their own requirements.

6.-Notifications- All notifications, changes and communications from Company to the Client shall be considered effectively to all actions when they were sent by mail to the previously indicated address by the Client, E-mail, sms, mms, fax, whatsapp, phone calling or, alternatively, to a Client's property number or their representative. In this sense the Client express that all data by him provided are true and correct, and his commitment to communicate to the company all changes related with his address, cashing data and all kind of information needed to arrangements and maintenance on relation between Company and Client.

7.-Confidentiality and data protection- In compliance with the provision in the Organic Law 15/1999 of 13th of December about Data Protection of Personal Feature, the personal feature data provided by the Client will be part of the Company's Client file, which purpose will be the maintenance of the contractual relation, management and control of the sales and their corresponding collections.

The Company will handle that data with highest confidentiality, it will be committed to do not use them with no other reason but that one they have been gather for, as well as to keep them under proper measures to guarantee their safety and avoid their alteration, lost, treatment or unauthorized access.

Company is committed to keep professional secret on referred personal data, even when the contractual relation was finished.

The Client authorizes the Company to keep their data during a five year long period after the fulfilment of contractual service.

The Client has the option to exercise the right to access, rectification, cancellation and objection addressing a written communication to the Data Protection Guarantor.

8.-Severability- The present conditions will be considered independent and, if any of them, on the whole or in part, would be left with no effect by the parties by written

express agreement or they were invalid for any reason, the rest of them will keep their validity with full force and effect.

9.- Applicable Law- This General Conditions will be operate and will be interpret agreeing Spanish Legislation on that do not specifically expect.

Likewise, about applicable law to operations performed by ENCAPSULANTES DE VALOR AÑADIDO S.A. the parties conclude by the acceptance of these general conditions, the express submission to the Spanish Legal System.

10.- Jurisdiction- SPECIAL ARBITRATION CLAUSE.

The parties are compromised to seek friendly solution on any disagreement on the present contract. In case to be not possible a friendly solution, and being applicable litigation, the parties, with forego any other forum, they oblige themselves to submit all dispute, proceedings and rifts arisen on the contract, either on its fulfil, interpretation or execution, to Tribunal de la Asociación para el Arbitraje Mercantil "TAM", within the framework of its regulations, to which is mandated to management of arbitrary procedure and to the arbitrator designation or arbitration tribunal, obliging themselves from now to comply arbitral decision. Regarding dispute applicable law, the parties submit themselves expressly to Spanish Legal System by the present General Contracting Conditions.