

**GENERAL CONDITIONS OF SALE.-**

1. - The CLIENT will send his order of purchase of goods, by fax or telephone, and will ratify this order in writing subsequently (in all cases within 24 hours), specifying clearly and in advance the goods and/or ordered amounts and quotations as well as the expiry date, place of delivery, another transaction conditions and any other technical or commercial aspects of the agreement which will be described. ALEASTUR will confirm the contract terms and conditions accepted with relevant modifications; the proposal conditions; estimated expiry date of fulfillment to the CLIENT'S order; and goods shipping term as well as transport and insurance conditions which are concerning to the transaction. Description and quantity of the products to be sold shall be as set out in the quotation provided by ALEASTUR to the CLIENT.

2. - ALEASTUR will manufacture the products of the orders and will supply these goods whenever: (i) they are available; (ii) the payment of the goods shows enough guarantees; and, (iii) the order lines will be established in advance to prepare and get ready the products and its accessory facts. The no-ordinary or accessory expenses will be paid by the client, unless the order does not fulfill with the corresponding minimum quantities or qualities which will be communicated to the CLIENT. No open orders shall be admitted.

3. - All the orders presented by or trough the CLIENT shall be definitive and shall come from his territory at the agreed price. These orders will be paid through Bank Transfer or any other valid mean of payment agreed with to ALEASTUR'S bank account max. before B/L. Unless otherwise agreed, all the expenses and fees, which are in relation with the banks in the transactions will be paid by the CLIENT.

4. - Unless otherwise agreed, the prices for the products shall be the quoted prices of ALEASTUR as attached on the list on a net amount excluding taxes (VAT, SUT, or similar...), charges and expenses and also the price of the goods shall be set on a monthly basis with a review every six months due to the volatile nature of the raw materials prices and the exchange rate. If there are circumstances beyond the control of ALEASTUR that alters the equilibrium of the contract because the costs for the manufacturing of products has increased after the conclusion of the contract or order, ALEASTUR is entitled to a revision of prices. If the price is not paid by the due date interest shall accrue both before and after judgment on the unpaid portion of the price at the rate of 7% above the base rate from time to time of European Inter Bank Official Rate (EURIBOR).

5.- The Products are intended to be placed in ALEASTUR 's or seller's premises or installations; the CLIENT will assume all the costs, charges and risks since the products are placed by the seller at the disposal of the CLIENT at the named place of delivery at ALEASTUR 's site not loaded on any collecting vehicle independently of the Incoterm agreed and CLIENT must bear all risks till this moment. Both parties have validly agreed on retention of title rights in whatsoever jurisdiction or forum and until the complete payment of the price ALEASTUR shall retain the property of the goods. In case of agreement including transport freights or charges in the total price, this will be considered as covering: (i) in case of continental Companies, till the client's Warehouse, (ii) in case of Insular Companies, till the continental port of shipment or continental transport consolidation of goods warehouse.

6. - Unless otherwise agreed, transport and insurance will always be contracted by the manner, companies and conditions agreed between the parties. When these contracts has been made by ALEASTUR, it will be considered to act as in the name and on behalf of the CLIENT. Third's parties complaints about transport, insurance, customs or whatever in relation with these obligations will be at the CLIENT'S own expenses and risk. The CLIENT must undersign an insurance policy covering all risks indicated by ALEASTUR and must include risks of civil liability, fire, theft, carriage damages and any other related with or caused by the agreement or indicated in the transactions till the goods have passed to his property. This intended insurances are to be covered in maximum amount.

7. - In case of breakdown, damage, decrease, fault or any other lack of conformity at the reception CLIENT will make reservation or protest immediately at the arrival of the goods at the place of destination and to the adequate person (transport company, insurers and ALEASTUR) informing ALEASTUR immediately by fax and confirming by registered letter within 24 hours. The CLIENT will notify ALEASTUR this facts in order to evidence the real damages to be checked by ALEASTUR or a classified company who shall decide the difference at the expenses of it.

8. - The administration, organization and management proceedings established by ALEASTUR for all the transactions should be completely fulfilled by the CLIENT. ALEASTUR have reserved the right of inspection and check the warehouse, establishments, registers, contracts, existences or accounts of the CLIENT if necessary.

9.- The CLIENT will fulfill all the promotion and selling conditions in accordance with the information of the goods, conditions of sell and prices of the goods detailed by ALEASTUR in writing as soon as it has notified them to the CLIENT in writing, by mail or by fax.

10.- The CLIENT'S subsidiaries and parent companies shall irrevocably guarantee the duties and obligations of the CLIENT under this agreement and shall, at the first request of ALEASTUR, attend any payment due to it upon receipt by them of ALEASTUR first demand in writing stating that the CLIENT is in breach of its obligations under the underlying contract and the respect in which it is in breach.

11-. "Force Majeure" - any cause beyond the reasonable control of the party whose performance is delayed or affected including but not limited to an act of God, act of omission of Government, war (whether declared or not), other hostilities including acts of terrorism, industrial disputed, fire, explosion and accident. Neither party hereto shall have any liability or be deemed to be in default for any delay or failure in performance to the extent that such a delay or failure is caused by an event of Force Majeure provided always that the party affected shall have promptly notified the other party of such event. If an event of Force Majeure prevails for a continuous period in excess of three (3) months this Agreement may be terminated by either party giving to the other 30 days notice in writing and the terms of clause 10 shall have effect.

12-. "Intellectual Property Rights" - patents, trade marks for goods or services, copyright, moral rights, rights in a design, know-how, confidential information and/or all or any other intellectual or industrial property rights whether

or not applied for, registered or capable of registration and whether subsisting in the Territory or elsewhere together with any and all goodwill relating thereto;

13-. Clause headings are inserted for convenience only and shall not affect construction.

14-. Words importing persons shall include firms, corporations and any organization having legal capacity. Words importing the singular shall include the plural and vice versa where the context requires.

15-. The CLIENT shall comply with all laws and regulations for the time being in force in the Territory which, affect in any way the CLIENT activities therein and indemnify and keep indemnified the Company in full against any and all liabilities, damages, costs, claims, expenses, demands and proceedings incurred by or levied against the Company resulting from any contravention by the Agent of such laws and regulations.

16-. The CLIENT shall comply promptly and strictly with the instructions given by the Company in relation to quotations, tenders, documents and other information to be provided to customers and shall not modify in any way the terms and conditions of the Company's quotations, tenders or responses to enquiries or make any promises, warranties, guarantees or representations concerning the Products other than those contained in such terms and conditions.

17-. The CLIENT shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any confidential information (whether or not specified as such) relating to the Product and/or the Company which is disclosed to the CLIENT in connection with this Agreement. This restriction shall continue to apply at all times during the continuance of this Agreement and for a period of ten (10) years after the expiration or earlier termination of this Agreement (for any reason whatsoever). The CLIENT shall forthwith upon expiration or earlier termination of this Agreement (for any reason whatsoever) return to the Company free of charge all such confidential information in its possession or control together with a certificate that no copies thereof have been retained.

18-. The CLIENT shall not register, use, or permit the use of any Intellectual Property Rights owned by, licensed to or used by the Company in relation to the Products without the prior written consent of the Company and the CLIENT hereby acknowledges that it shall not acquire any rights in respect thereof. The CLIENT shall not use in the Territory any trade marks or trade names so resembling the Intellectual Property Rights owned by, licensed to or used by the Company as would be likely to cause confusion or deception. The CLIENT shall promptly notify the Company of any actual, threatened or suspected infringement of or claim in respect of the Intellectual Property Rights owned by, licensed to or used by the Company in the Territory as come to the CLIENT'S notice and shall at the request and expense of the Company take all action as may be reasonably required to assist the Company in relation to such infringement or claim. Upon expiry or termination of this Agreement for any reason whatsoever the CLIENT shall immediately cease to use all such Intellectual Property Rights in any manner whatsoever (including without limitation on stationery, premises or vehicles) for which consent was granted by the Company and shall at its own expense return to the Company any aspects or printed matter displaying or incorporating such Intellectual Property Rights in possession.

19-. ALEASTUR, the Company, may assign the Agreement and its rights and obligations.

20-. This General Conditions of Sale represents the entire agreement between the parties as to its subject matter and cancels and supersedes all previous agreements or arrangements or conditions relating to the Products between the Company -ALEASTUR- and the CLIENT whether in writing or otherwise. In the event that any provision of this Conditions shall be void or unenforceable by reason of any provision of applicable law it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect of the spirit of this Conditions so far as possible. Nothing in this Conditions shall create, or be deemed to create a partnership, or the relationship of the employer and employee between the parties.

21-. Any notices required or permitted to be given under this conditions shall be in writing addressed to the party to be served at its address shown in this Agreement or such other address as it may designate by written notice to the other and may be given by hand or sent by first class post, courier, facsimile or other electronic media.

22-. This Conditions shall be deemed to be made in Spain and shall be governed by and construed in accordance with Spanish law.

23-. If at any time any question, dispute or difference shall arise between the parties, they shall attempt to come to a reasonable settlement of the matter. Should any dispute arising in connection with the contract or the conditions (including any dispute as to its validity, meaning effect or termination) not be settled by the parties within 6 weeks of the original notification of the matter, the parties agree that it shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be Oviedo (Spain), the language of the proceedings shall be English and the arbitration award shall be final and binding on the parties. Nothing in this clause shall prevent the Company from applying to any appropriate Spanish Court or elsewhere for any injunction or other like remedy to restrain the CLIENT from committing any breach or anticipated breach of this Agreement and for consequential relief. For any other matter not subject to arbitration, place of exclusive jurisdiction shall be principal's place of business of the company.