

GENERAL SALES CONDITIONS

GENERAL

1.- These general sale conditions (GSC) shall apply to all the sales of products and services provided by EXIDE TECHNOLOGIES, S.L.U (hereinafter EXIDE), to their customers (hereinafter the Customer or customers or clientele in general), under any of its registered trademarks, by any company within the EXIDE group, only in respect of automotive batteries, therefore not affecting in any way the main equipment or industrial channels.

The Product sale orders (hereinafter when these are mentioned, possible services will also be included) shall be governed by these GSC, completed, as appropriate, by the specific conditions which EXIDE and the Customer may expressly agree in writing.

2.- Any order submitted by the Customer or any acceptance of an EXIDE offer, shall entail compliance with these General Sales Conditions and the Customer's waiver of their own purchasing conditions should this be appropriate.

3.- The fact that EXIDE at any given time, may fail to adhere expressly to these General Conditions shall not be interpreted as a waiver of their adherence and application of the said conditions at a later date, or whenever it deems appropriate.

4.- Customer Orders shall be subject to EXIDE's acceptance.

5.- EXIDE products shall be sold outright. No exchanges or returns of any kind will be admitted.

6.- The Customer undertakes to promote EXIDE products in the sale channel and guarantee effective marketing of the same. The Customer will rapidly inform the personnel in their organisation and distribute all the information and documentation sent by EXIDE within their field of activity in the supply chain, in order to ensure that the sale of their goods and services achieves maximum scope and effectiveness.

7.- The Customer and EXIDE undertake to comply with the terms of the agreements, contracts and any possible annexes attached thereto, in addition to those of these GSC as well as developing and providing the means required for their fulfilment in their respective organisations.

8.- EXIDE offers original or equivalent quality products in accordance with the European Commission Regulation no. 1400/2002 of 31 July 2002

9.- Having previously notified the Customer, EXIDE reserves the right to effectively check any precept established in these GSC, or in the agreements and contracts established with the Customer.

ORDERS AND DELIVERIES

1.- The order is personal and non-transferrable for each Customer, who undertakes to be bound by the purchase of the products requested from the time of their shipment or delivery, irrespective of the means of delivery used.

2.- Unless expressly stated otherwise in the order, the Customer shall accept any technical or equipment amendment that EXIDE may have introduced to the requested model.

3.- The products purchased shall be handed to the Customer at the vendor's establishment unless the parties expressly agree otherwise. The goods shall be supplied with carriage paid unless expressly stated otherwise. Notwithstanding this fact, EXIDE products shall be considered delivered at their warehouses, at which time the company's liability shall cease. Claims for loss or deterioration during transport, delays or due to breakages, as well as the differences in material between the purchase order and reception shall be submitted to the carrier. The Customer shall be required to file a complaint in writing to the carrier on delivery of the goods, expressing their conditions clearly in the "carrier's delivery note" or similar document used for this purpose, confirming their claim in a registered letter and informing EXIDE of this fact within three days of the delivery date.

The terms of the previous paragraph do not affect or modify in any way the requirement to pay for the goods in full, nor do they alter the commercial conditions or the clauses of these GSC which are applicable.

4. - Urgent or preferential orders shall be supplied in postage due conditions, unless EXIDE expressly states other ways of delivery, in which case, EXIDE may unilaterally eliminate the same, having previously advised its Customers of this fact. This type of order may be subject to a surcharge which will be added to the final price or other type of surcharges which will be equivalent to the additional cost of their preparation and delivery.

5. - EXIDE reserves the right to decide not to accept orders from customers with an annual turnover of less than twenty thousand euros, which will be evaluated every calendar year, and the possibility of deregistering the same, having previously notified the aforementioned customers of this fact. Furthermore, irrespective of the annual turnover EXIDE reserves the right not to serve or to cancel on receipt any order for amounts of less than 200 euros or to establish a surcharge having previously advised the Customer of this fact.

6.- The delivery terms indicated shall be complied with as far as possible, however they shall be based on EXIDE's prospects in terms of supply, production and transport. Failure to comply with these terms shall not be deemed as a contractual non-compliance on the part of EXIDE, not entitling the Customer to cancel the agreement or to claim compensation for damages. In any case, the delivery terms shall commence from the date that EXIDE receives the order.

7.- EXIDE may carry out partial deliveries of orders based on the material available. EXIDE shall retain in its order portfolio, unless expressly stated otherwise by the Customer, the remaining quantities of goods to be delivered due to lack of supplies at the time of the original delivery, in order to deliver the same when stock is available. At the Customer's request, EXIDE shall provide details of any pending orders.

8.- If any event, unforeseen occurrence or impediment occurs which would make difficult or impossible to supply the order, EXIDE shall be entitled to terminate the agreement or to cancel the order in which case it shall be sufficient to provide the Customer with a written notification. Under no circumstances shall the Customer be entitled to claim damages in this regard.

PRICES AND PAYMENT CONDITIONS

1.- The prices are exclusive of taxes or any cost relating to sale of the goods and their delivery, unless specified in these GSC or, if appropriate, in any other specific conditions. The final price shall be the one applicable on the date of acceptance of the order, despite any changes which may have been made since that time and the time of delivery of the goods.

The Customer may make scheduled orders provided that EXIDE expressly accepts this condition. Only in this case of scheduled orders shall the financial conditions be those current at the time of delivery instead of the ones valid at the time of acceptance of the order, unless otherwise agreed between the parties.

2.- EXIDE may change the price of the batteries or other goods ordered and pending supply in the event that the prices of raw materials used in their manufacturing process vary, likewise if there is a variation in price of transport or any additional expenses related to the goods in which in deems necessary to incur.

3.- EXIDE reserves the right to change the recommended prices and discounts applied per line, product family or brand giving a ten days' prior notice. Changes to these prices or conditions shall under no circumstances entail any refund for changes in value of the goods sold previously to the Customer and which the same may still have in stock.

4.- The goods purchased from EXIDE shall be paid by the Customer within an established payment period and in compliance with the current law. A bank standing order is required in all cases unless expressly agreed otherwise by EXIDE in order to use with a different system. In this case EXIDE may charge the customer for the costs arising from application of this system.

5.- The failure to pay a debt on the due date entitles the right to early payment with regard to other payment instalments. The full amount owed may become payable immediately. EXIDE shall therefore reserve the right to suspend execution of their own obligations until the amount due has been paid in full. Furthermore, any failure of payment shall entail a surcharge of 4% on the nominal amount and interest chargeable from the original due date equivalent to the interbank interest increased by four points.

6.- EXIDE reserves the right at all times based on its consideration of the risk and guarantees presented by the Customer, to fix or reduce the risk limit granted and to establish and adapt at any given time the customer's payment schedule. In the event of a failure of payment, EXIDE reserves the right to suspend the supply to the Customer, irrespective of the grounds for non-payment.

7.- The Customer may not make use of any claim or refunds pending, of any kind, in order to suspend payment of the goods. Should this be the case, EXIDE reserves the right to recover the products from the Customer without the need for a further demand. The Customer shall be liable for all the costs and disbursements (including transport costs) incurred by EXIDE to recover its goods. Discount payments or any other sum payable to the Customer shall only be made effective if the Customer is up to date with their payment undertakings. EXIDE may compensate the amount owed to the Customer for any reason with the amounts pending payment.

8.- In the event of the Customer's sale, assignment, merger, spin-off, warranty implementation, company contribution, of its corporate funds or material necessary for its operation, the balances outstanding owed to EXIDE shall be immediately payable irrespective of any previously agreed conditions.

9.- At the Customer's request, EXIDE shall provide details of their debt at any given time. It shall also send all the administrative documentation arising as a result of the business relation at regular intervals in a detailed manner and, if appropriate, supplementary information in order to facilitate effective compliance with the legal obligations of both parties.

LIABILITY AND GUARANTEES

1.- The products supplied by EXIDE should be sold as delivered to the Customer without altering or distorting their integral consistency. Modifying or distorting, albeit totally or partially the trademarks, labels, reference numbers or any type of identification, and in general any component of the goods supplied for the purpose of subsequently reselling the said product with the aforementioned distortion and/or alteration is totally prohibited.

2.- EXIDE shall not be held liable for any kind of damage occurred as a result of using the goods in contrary of the established regulations and directions given for the correct use and maintenance of the goods and products supplied. EXIDE shall not be held liable for any damage caused by abnormal conditions of use or defective maintenance or storage, or an application not originally specified or which is contrary to the instructions of use provided to the Customer, or for normal deterioration of the goods, or for assembly which was not done in accordance with the instructions provided by EXIDE.

3.- The conditions established by EXIDE in particular relating to storage, assembly or use of the goods should be complied with by the Customer who in turn shall inform its own customers. EXIDE declines all liability for any equipment or component which has not been delivered by EXIDE, in particular with regard to other equipment or components used by the Customer to be included in a set of equipment. Furthermore EXIDE shall not be held liable when the failure of one of its parts was caused by other components joined, related or assembled by the Customer or its customers.

4.- EXIDE shall not be held liable for damages and losses incurred by the Customer as a result of their own acts or omissions, and of their employees and representatives in relation to the goods or services supplied by EXIDE.

5.- EXIDE shall not be liable for indirect damages of any kind (including production stoppages) or for loss of earnings or profits that the Customer or other third parties may incur.

6.- Any technical assessment or any kind of training provided by EXIDE to the customer or its own customers, albeit verbally, in writing or through testing prior to or during the use of the Goods, shall be facilitated in good faith but without guarantee. Advisory services or training provided by EXIDE shall not release the Customer from its requirement to test the Goods supplied by EXIDE in order to determine their suitability for the intended processes and uses, including encouraging best practices for use and provision of EXIDE products among its clientele. The Customer employees shall have proven experience within sales in the market of automotive batteries, specifically in the replacement parts sector (after-market).

7.- EXIDE shall be held liable for defects in manufacture or materials, as well as lack of conformity of its products resulting from any action or omission during the period stated in any case in the commercial offer or the client order. In the event that nothing is indicated in the aforementioned documents, the current legislation will be of application (The Commercial Code and subsidiarily the Civil Code will be of application to the Client and the Legislative RD 1/2007 of November 16, which approves the the General Law for the defense of Consumers and Users, will apply for final consumers). The warranty will commence from the date of delivery to the Customer, invoice date, date of the purchase receipt, or date of the delivery note if this is a later date. Presentation of these documents may be required as well as the technical data for the vehicle under repair. The warranty in the case of replacement shall not be for the aforementioned period, but for the warranty period remaining from the first purchase of the defective product. Therefore, the replacements made as part of the warranty may not result in any extension of the initial warranty period.

8.- EXIDE's warranty shall not apply to products which have been used without following the indications for use and assembly. The warranty granted by EXIDE includes solely and exclusively replacement or repair of the goods supplied and which EXIDE recognises as defective in accordance with the use that may have been made of them. EXIDE reserves the right to examine the allegedly defective item or to issue a report on the same in addition to taking samples for subsequent analysis.

9.- Should EXIDE consider that the product is defective, the company shall decide whether or not to either repair the defective item, provided that this is possible, replace it or reimburse the amount originally paid by the Customer.

10.- Products or items either replaced or reimbursed under warranty shall remain the property of EXIDE (including all types of raw material) regardless of the type or class of document provided in support of the reimbursement, albeit individually for each product or for fee type accumulated amounts. In any case regarding the liabilities of any kind, including in respect of third parties, EXIDE's liability will commence from the moment that Exide receives the non-conforming part from the Customer.

11.- Costs of national shipping product returns for warranty claims shall be borne by EXIDE. When returning goods, the Customer shall be required to follow the procedure implemented by EXIDE for this purpose including submission of all the documentation required.

12.- In any case, EXIDE's liability shall not exceed the purchase price exclusive of tax, customs duties, insurance premiums, transport and any other costs other than those of the product.

RETENTION OF OWNERSHIP

1.- EXIDE expressly retains the ownership of the goods, with full title to the same, including those invoiced previously, until they have been paid for in full.

2.- EXIDE reserves the right to recover the goods in the event of non-payment of any single payment due. The Customer undertakes to return the goods accepting all costs in this regard at EXIDE's first demand.

3.- Despite the fact of EXIDE retention of ownership, the risks relating to the goods (including those of loss, theft or destruction) shall be transferred to the Customer on delivery of the goods, that is, when leaving the warehouse under EXIDE's management.

4.- The Customer shall be required to ensure the goods against any risk incurred from the moment of delivery. During the period that the full payment has not been made for the goods sold, the Customer shall be required to take out a fully comprehensive insurance policy in respect of the goods delivered undertaking to designate EXIDE as beneficiary in the event of accident for the amount pending payment with regard to the supplied products.

5.- The Customer shall inform EXIDE immediately by registered mail with acknowledgement of receipt of any material or legal incident which could affect the goods sold subject to retention of ownership thereof. The Customer undertakes to collaborate with EXIDE in establishing the measures designed to protect the property to be transferred and therefore shall not dispose of it in any way without EXIDE's express written consent, and shall undertake to inform EXIDE immediately in the event that contrary to its wishes, it is seized by third parties for any reason or if there is any possibility that EXIDE's legitimate title is prejudiced so that the company may in good time and in the appropriate manner exercise its rights deriving from these clauses.

6.- Until the full amount has been paid, the goods with retained ownership shall be kept separate by the Customer so that they are not confused with the goods of other suppliers. These goods may not be transferred, resold, delivered as guarantee or, as a general rule, assigned to any third parties.

7.- Transfer of the risk of loss or damage of the Goods to the Customer shall take place pursuant to the INCOTERM indicated in the Agreement, and failing this, in accordance with the INCOTERM, EX WORKS (INCOTERMS 2010). In the case of sales in Spain, the transfer of risk shall take place on delivery to the first carrier, if the Agreement includes transport of the Goods. In any other cases, this shall be from the moment that the goods purchased are made available to the Customer.

FORCE MAJEURE

1.- All EXIDE's obligations shall be suspended in the event of failure to execute an obligation on grounds of force majeure.

2.- Force majeure shall be deemed to be events resulting from non-delivery, delivery beyond schedule or faulty delivery, events which are reasonably beyond EXIDE's control, its suppliers or carriers, lock out and accidents involving tools.

INTELLECTUAL AND INDUSTRIAL PROPERTY

1.- Intellectual and/or industrial property of the supplies in all their terms and the information attached to the goods, as well as the equipment subject to supply and that of the elements, plans, drawings, software, commercial formats etc., included in or relating to the same, shall belong to EXIDE or its suppliers, therefore the Customer is expressly prohibited from using these for any purpose other than completion of the order, full or partial copying or assignment for use to third parties, without the express written consent of EXIDE.

2.- The goods and packaging of the products are sold under EXIDE registered trademarks by any company of the group, being the joint use or substantive use of any other trademark excluded, unless expressly agreed in writing by EXIDE.

INVALIDITY

1.- In the event that any of the clauses in these GSC are considered invalid, the remaining clauses therein shall continue to be valid and enforceable.

2.- The present GSC are published in www.tudor.es in both Spanish and English. Should there be any claims with regard to the interpretation of the content of any of the clauses, Spanish GSC will prevail.

APPLICABLE LAW, JURISDICTION AND COMPETENCE

1.- The contractual relations between EXIDE and the Customer which are the subject of these GSC shall be governed solely by Spanish law, excluding the Vienna Convention on International Sale of Goods 1980.

2.- In order to resolve all the legal questions deriving from contractual relations which are the subject to the GSC, EXIDE and the customer agree to submit any claims to the exclusive jurisdiction of the Courts of the City of Madrid waiving their right to any other jurisdiction which may correspond to them. Notwithstanding this fact, in the event of the Customer's failure to comply with any of the payment obligations deriving from these GSC, EXIDE may alternatively decide to exercise the corresponding legal actions at the courts in the place of the Customer's domicile, reserving in turn an option of competence for any injunctive measure that may need to be taken.

DURATION AND APPLICATION OF THE GSC

1.- These GSC have been in force and shall apply from 21st May 2018 to all orders made from that date and shall be automatically extended until publication of other new conditions. The abolition of any point or of all of these GSC shall be expressly approved by EXIDE and communicated to the Customer.

2.- Signature of any commercial agreement with EXIDE shall entail the Customer's compliance with these GSC or those which may be in force at any given time unless expressly agreed to the contrary.

DATA PROTECTION

In accordance with the provisions of articles 6, 7, 9 and 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of personal data with respect to the treatment of the same, we inform you that your personal data will be subject to treatment by Exide, with the aim of managing the business relationship and billing that binds us.

The interested party consents to the communication of their personal data to our parent company EXIDE TECHNOLOGIES, based in Milton, Georgia, United States. Likewise, such data can be communicated in the same way to the rest of European companies of Exide Technologies where central services can be centralized with corporate character to carry out the purposes of this contract. Finally, the said data may be shared with the banking entities with which we work with the objective of processing payments and with the Public Administrations when the law so requires. The data will not be delivered or shared with any third party other than those expressed in this document and for any purpose other than that specified in this clause.

All personal data will be treated with professional secrecy, guaranteeing the strictest confidentiality and the application of security measures required by the current legislation.

In order to exercise your rights of access, rectification, cancellation, processing limitation, data portability, right to be forgotten and objection, you may exercise the same in writing by sending a letter to the attention of the GDPR country correspondent of EXIDE at the address: Carretera A-2, Km 41,800, Azuqueca de Henares, 19200, Guadalajara. You can access additional and more detailed information about data protection and how we manage our data on our website: <http://www.tudor.es/informacion-legal/>

NOTIFICATIONS

All notifications that may be sent or which are required in relation with the application of these GSC shall be made in writing through any means which register the date, content and acknowledgement of receipt by the addressee.

CONFIDENTIALITY

The parties shall be required to treat all documentation, data, materials and information provided by either party to the other as confidential, and shall undertake not to disclose them to any third party, or use them for any purpose other than that for compliance and development of the supply and commercial relation, unless a disclosure is authorized in writing by the other party.

The foregoing shall not prevent EXIDE from facilitating the Customer's name and basic details of the commercial relation as part of its business references.

ASSIGNMENT

The Customer may not assign, attach or transfer the Agreement in any way or the rights and obligations deriving therefrom without the written consent of EXIDE.