

TERMS AND CONDITIONS

Article 1 Applicability: These terms and conditions apply with exclusion of all other conditions unless stated under law or treaty, forcing applicability to all agreements of any kind by the contractor with third parties and clients.

Article 2 Tenders and contract acceptances: All offers are non-binding and any offer must be considered as a whole and have a maximum duration of two months after the offer date.

An agreement shall be deemed to have come into existence if the contractor has accepted and confirmed an order, which can be done both in written word and verbally. After this instruction acceptance the contractor is entitled to claim his fees in whole or in parts, regardless of whether the job, through no fault of the contractor, has been fully or partially completed.

Article 3 Payments: The contractor is entitled in respect of by introducing him to do assignments to client deposit notes accrue equal to a percentage of the total agreed amount, as a proportional percentage of the work performed by the contractor, at the discretion of the contractor.

The client is obliged to meet payment due within 14 days after the invoice date, failing in doing so will result in the client having to reimburse an interest equal to the promissory note discount rate of the Dutch Bank plus 4% per annum. In addition, the contractor is entitled to charge fees with a minimum amount of € 15.00 per reminder which can be sent every 14 days past due on a pro rata basis up to the date that the last bill paid shows. Debt Comparison on any ground with respect to amounts is ruled out by the client and contractor.

Artikel 4 Liability: The contractor towards the client will not be liable for damages suffered by the latter as a direct consequence of a culpable error by the contractor or by the contractor employed persons, all penalties will be up to a maximum of € 3,500.00. Consequential damages resulting from the damage mentioned above is not reimbursed by the contractor.

Deductibles (own risk) for the client amounts to € 500.00. This refers to an error that has been made when a proper and careful adviser under the circumstances, while taking into account normal alertness and a normal way of professional practice. Also, it is possible that the visual inspection takes place on basis. Parts are assessed without any demolition work is involved (for example paneling are not removed to assess the structures lying behind said paneling). Also should access hatches in a normal manner be possible to be opened, so that free access / passage is applicable. See also the comments received indicated in the report. Such claims must be made within 6 months of the date (specified in the test report), in writing to be submitted. Hereafter all liability expires.

Furthermore, we refer to our website for information on www.H-C-G.eu introduction, snapshot, cost estimates and our services as stated in the engineering report.

Artikel 5 Costs: All costs falling on the collection of any amount owed by the client to legal or outside legal will come from the client, subject to the writing under Article 3.

Artikel 6 Disputes: All agreements to which these conditions will be excluded where Spanish law applies in whole or in part.

All disputes, including those regarded as such by only one party, that may arise between client and contractor, will be settled exclusively by the District Court of Alicante, or by the competent magistrate.

Artikel 7 Confidentiality: The client is aware that the EPA recording is stored in a display file that is protected from unauthorized use by third parties.

The foregoing was decided on 15-03-2016.

