

**APPLICATION AND ENTIRE AGREEMENT:**

These Sales Terms and Conditions apply to any and all sales, including any purchase of Goods detailed in an offer quotation from Nylstar S.L. The Nylstar T&C will be deemed to have been accepted when the Offer has been accepted or from the date of any delivery of the Goods and will constitute the entire agreement between Customer and Nylstar.

**GOODS:** The description of the goods is set out in the Offer. In accepting the Offer, you acknowledge that you have not relied upon any statement, promise, or other representation about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only. Without limiting the foregoing and for the avoidance of doubt, Customer accepts a yarn tolerance of 3%.

**PRICE:** The price of the Goods is set out in the Offer. If the cost of the Goods to us increases due to any factor beyond our control, including, but not limited to, material costs, labor costs, alteration of exchange rates or duties, we can increase the price prior to delivery. Any increase in price under this clause will only take place after we have told you about it.

**CONDITIONS - EFFECTIVENESS:** Nylstar reserves the right to change the Nylstar T&C at any time. Any changes shall not be applicable to sales that have already been made.

Nylstar's Offers are not binding. Any orders, offers, requisitions, changes to requisitions, or other agreements or representations made by our employees shall not be binding until confirmed by Nylstar in writing. Any orders that have not been confirmed shall not be understood to have been accepted. Once an order has been accepted, Nylstar shall not accept any annulment thereof.

If a customer fails to accept the Goods that have been sent, there having been no delay in the shipment, the contract may be deemed terminated, without prejudice to any claims for any resulting damages.

**DELIVERY AND SHIPMENT CONDITIONS:** Delivery of Goods shall be made according to the conditions set forth in the Offer, whichever the case may be. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

Partial deliveries may be made, and shall be accepted by Customer. Partial deliveries shall be invoiced by Nylstar, and paid by Customer, even when further deliveries are pending.

Nylstar reserves the right to change its delivery terms, provided this does not seriously interfere with Customer's business activity. The delivery terms set forth in the order confirmation are for reference purposes only, and any failure to comply therewith shall not give rise to claims of any kind against Nylstar.

Performance shall be subject to the possibility of product delivery. Impossibility, in whole or in part, to make delivery, particularly when resulting from delay by Nylstar's suppliers in complying with delivery terms, shall not give rise to any claims against Nylstar for non-performance and/or damages, or any other claims. Nylstar shall not be liable for the impossibility to discharge its obligations in the event its suppliers withdraw or cease to manufacture their products.

For deliveries to be made in the delivery term, Customer must provide all commercial and technical information sufficiently in advance for the requisition to be executed. Any delays in providing such information shall imply an extension of the delivery term. If failure to comply with the delivery term is due to reasons attributable to Nylstar, Customer may, after granting in writing a grace period of at least six (6) weeks, terminate the contract by operation of law.

The above-mentioned conditions may be changed by the parties in the event of force majeure or unexpected unforeseeable circumstances that make compliance with the delivery terms as established impossible.

**PAYMENT CONDITIONS:** See payment conditions detailed in the invoice.

**GUARANTEE ON GOODS:** To guarantee their quality, Nylstar's articles are supplied only in pallets or complete packing units. Any surplus or shortage of weight in the fulfilment of orders will be the result of this factor. Nylstar offers the following guarantee periods against latent or other manufacturing defects in its Goods:

Item	Guarantee Period
Packaging and reception of the yarn	30 days
Partially oriented yarn (POY)	180 days
Stretched, textured yarns	365 days
Drawn, textured yarns more than 1 year old	180 days

In the event Nylstar acknowledges that the Goods shipped were flawed, these Goods shall be refunded or replaced, without additional charges to the Customer, and returned freight prepaid.

Any defects or damages to the Goods sold due to negligence or inadequate handling by Customer are not included in the above guarantee periods.

It is understood that any damage to the Goods resulting from transportation, storage and, if applicable, inspections that could be performed by the authorities of the countries of origin, transit and destination shall not be deemed as manufacturing defects.

Any claims regarding the number of bundles and the contents of shipments, if not verified and confirmed with the carrier or transportation agency upon reception of the Goods, shall not be taken into consideration.

Customer shall lodge its claims for any damages occurring during transportation of the products directly against the carrier upon reception of the Goods. Customer shall give immediate written notice to Nylstar of its claims regarding quantity, as well as for damages during transportation. Failure to comply with the obligation to give notice shall imply loss of the right to claim any damages from Nylstar.

**CLAIMS AND RETURN OF GOODS:** Written notice of any claims for any visible defects upon reception of the Goods shall be given by Customer to Nylstar, providing a detailed description of the defects or incidents, within thirty (30) days following delivery of the Goods and before they are processed or included in Customer's production process. Failure to comply with any of these obligations shall imply loss of the right to claim any damages from Nylstar.

Nylstar will not accept the return of any Goods until notice is given beforehand of the circumstances thereof. Such notice shall contain objective information provided by Customer regarding the damages or irregularities found in the Goods, and the acceptance thereof expressly stated by Nylstar is required.

Where Goods have been processed in any manner by anyone after they have been sold, any warranty given by Nylstar shall be limited to the Goods in the condition in which they were sold.

No claim of any kind, whether as to Goods delivered or for non-delivery of Goods, shall be greater in amount than the purchase price of the Goods in respect of which such damages are claimed.

In the event of a justified claim regarding the Goods delivered, Nylstar may choose, at its sole discretion, among the following options: to

remedy the defects, to replace the flawed Goods with others in good condition, or to issue a corrective invoice.

Nylstar will not accept any claims extending beyond the above-mentioned period. Customer expressly waives any right to claim/challenge, on the basis of error, any transactions made with Nylstar. Nylstar is not liable for compensating any property damage caused to a businessman. In addition, Customer shall enter into agreements with its own customers including this same exclusion of liability for the Goods. In the event Customer fails to comply with this obligation, it shall be liable for any damage caused to Nylstar by such non-compliance.

GOVERNING LAW AND JURISDICTION: All transactions between Nylstar and Customer, as well as these Nylstar T&C, shall be governed by and construed and enforced in accordance with Spanish law.

⇒ THIS IS AN ABBREVIATED VERSION OF NYLSTAR'S SALES TERMS & CONDITIONS. For a complete copy, please visit our website at <http://www.nylstar.com/brochures/Meryl%20Terms%20and%20Conditions.pdf>