

**PURCHASE CONTRACT N°20175110**

Vic, XXXXXXXXX

**PARTIES,**

MAYPRO, S.A.U.  
C/de la Vola, 5.  
08500 Vic (Barcelona) Spain  
Reg.N° A58793100  
+34 93 886 2828  
maypro@maypro.es

founded and operating according to the legislation of Spain and (hereinafter Seller), in the person of its Managing director Mrs XXXXXX and

NAME OF THE COMPANY XXXXXXXXXX  
ADDRESS XXXXXXXXXXXXXXXX  
TELEPHONE XXXXXXXXXXXXXXXX

founded and operating according to the legislation of XXXX (hereinafter Buyer), in person of its Managing director XXXXXXXX

**1.SUBJECT OF THE CONTRACT**

The Seller sells to the XXXXXX (Asset), according to the offer number XXXXXX of the seller from DATE

**2. PRICE**

2.1 The total amount of the Asset is XXXXXX Euros.

2.2 The price is paid to the Seller, as follows:

\*30% of the total amount as order confirmation by bank transfer.

\*70% of the total amount by irrevocable letter of credit against documents delivery.

The letter of credit will be open 3 months before the delivery of the machines and before to open the letter of credit the customer will send a draft copy in order to be check by the seller.

\*All bank fees operations will be shared expenses.

\*All bank operations will be done directly to:

Account name: MAYPRO,S.A.U.

Bank name and address:

BANCO POPULAR ESPAÑOL  
Mossen Jacint Verdaguer 2.  
08500 Vic (Barcelona) España.

Account number:

SWIFT/BIC: XXXXXX

IBAN NUMBER: XXXXXXXXXXXX

### **3.SALES CONDITIONS**

3.1 The transport is in incoterm conditions FCA VIC, this means that it will be at the charge of the buyer.

3.2 The installation and assembly cost will be at XXXXX charge

### **4. DELIVERY TERMS**

The delivery of the machines will be of XXXXXX, which will start to count from the date that the seller receives 30% of the total amount as order confirmation.

### **5. WARRANTY**

The machine will have 1 year of warranty against production defect.

### **6. ADDITIONAL CLAUSES**

Both Parties shall execute this Agreement in accordance with acknowledged business practices and good faith. Such obligation shall extend to include all actives rendered as part of the Agreement requirements under generally accepted business practices.

The Parties hereby waive their own jurisdiction and any other jurisdiction that may correspond to them by law, and subject themselves to the jurisdiction of the Judges and Courts of the city of VIC in relation to any actions and claims that may arise from the interpretation, compliance, termination, validity or execution of this Agreement.

This Agreement shall be governed by Spanish law.

In the event of nullity or inapplicability of any provision of this Agreement, the validity or enforceability of any other provision thereof shall remain in effect. The null or unenforceable provision will be replaced by the valid or applicable provision that, in terms of its economic terms, is closer to the null or

unenforceable provision. The same criterion applies if there is a legal vacuum in this Agreement.

Anything not covered in this contract will be governed, in subsidiary fashion, by the general terms of contracting of MAYPRO, SAU which can be consulted at the website and which are legal, valid, mandatory and binding on the Parties.

For greater optimization of the operation of the machine, the BUYER specifically authorises MAYPRO, SAU so that it can at any time remotely connect from its computer equipment to the machine which is the object of this contract, in order to be able to solve any incident that may arise there, provided that the BUYER previously requests MAYPRO, SAU to intervene.

All the communications and notifications to be done between the Parties shall be sent in writing, either in English or in Spanish, by registered mail to the domiciles and in attention to the following people:

With regard to BUYER:

Att. Mr. XXXXXXXXXXXX

Address: XXXXXXXXXXXX

E-mail: XXXXXXXXX

With regard to MAYRPRO:

Att. XXXXXXXXXXXX

Address: C/ Moli del Llobet 39 Pol. Ind. Malloles, 08500 Vic  
(Barcelona), Spain

E-mail: maypro@maypro.es

Notice to either Party shall be deemed to have been served on the other, on the day on which said notice is mailed.

## **DATA PROTECTION**

**LEGITIMATION AND PURPOSES:** The entity is entitled to process your personal data under the service performance contract in order to manage the service / sale requested by you and to be able to execute it correctly.

**YES [ ] NO [ ]** In compliance with Act 34 enacted on 11 July 2002, Information Society Services and e-Commerce (LSSI-CE), the client authorises the sending of e-mails with commercial or advertising communications for the correct performance of this contract.

**YES [ ] NO [ ]** I authorise the processing of any images which could be taken from the services / sales provided for the purposes of advertising and the sponsorship of the entity and its publication on social media, web pages, brochures, bulletins .... being able to revoke the authorisation at any time through the procedure mentioned above.

RECIPIENTS: In the event that you authorise the use of images to promote the services / sales of the company through the web and social networks, these will be accessible by users who access to visit the web or social networks for the purposes of learning about the works we have carried out.

Our entity is the only recipient of your data and your data will not be transferred, except by legal obligation to the relevant public administrations.

STORAGE: Once the data is not necessary for the purposes for which it was collected, it will be kept blocked during the legally established term, 5 years. After that period, it will be destroyed or deleted.

RIGHTS: You can revoke the consent or exercise your rights of access, rectification, deletion, opposition, limitation and portability on personal data by presenting a copy of an identification document at the address of the data controller.

You can find more information about your rights or file a claim with the competent control authority in the Spanish Data Protection Agency. - C / Jorge Juan, 6 28001 Madrid. (901 100 099-912 663 517) - [www.agpd.es](http://www.agpd.es)

And for the record, they do duly sign this contract of sale, in duplicate, on the date and at the place indicated above.

**SELLER**

**BUYER**

**MAYPRO, S.A.U.**

**XXXXXXXXXX**

Mrs. XXXXXXXXXXXX

Mr. XXXXXXXXXXXX

Signature and Stamp

Signature and Stamp.