
AMENDMENT No.1
TO THE
AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE
COMMISSIONING OF VACUUM BELT FILTER EQUIPMENT

This amendment the Supply and Supervision of Installation and Commissioning of Vacuum Belt Filter Equipment Agreement for the hereinafter referred to as the “**Amendment No.1**” is made and entered into this March 20th, 2025, between

THE UNDERSIGNED

SAINT-GOBAIN PLACO IBERICA S.A., a company organized and existing under the laws of Spain, whose registered address is at Calle Principe de Vergara 132, 8a planta, 28002 Madrid, registered with the Companies Register of MADRID under number A-50021518, represented by Joaquin Caso Hombrados, its Industrial Director,

AND

HASLER France SAS, a company organized and existing under the laws of France, having its registered office at 496 Rue Louis Bréguet, 38780 Pont-Evêque, France represented by Cosimo Piscopiello, acting as Area Sales Manager

Purchaser and Contractor are collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

- (A) The Parties executed an agreement for the Supply and Supervision of Installation and Commissioning of Vacuum Belt Filter Equipment on December 27th, 2024 pursuant to which the Contractor agreed to supply to the Purchaser a Vacuum Belt Filter and to perform the supervision of its installation and commissioning, hereinafter referred to as the “**Agreement**”, for the Purchaser’s plant of Gelsa, Spain hereinafter referred to as the “**Site**”.
- (B) The Parties desire to amend the Agreement as provided below in order to modify the Payment Terms and Contractor Company’s Information, corrected above.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1. Capitalized terms used in this Amendment No.1 and not otherwise defined shall have the meanings ascribed to them in the Agreement.

ARTICLE 2. PRICE AND PAYMENT TERMS

- 3.1 The Appendix 3a - Instalments and Conditions of Payment of the Agreement is hereby deleted and replaced by a new Appendix 3a - Instalments and Conditions of Payment attached as Schedule A to this Amendment No. 1.

ARTICLE 6. EFFECTS OF AMENDMENT

- 4.1 The Amendment No. 1 shall come into force on 20th of March 2025.
- 4.2 As of and after the date hereof, each reference in the Agreement to "this Agreement", "hereunder", "hereof", "herein", "hereby" or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment No. 1. Except as specifically amended by this Amendment No. 1 each term, provision and condition of the Agreement survives, remains and shall continue in full force and effect.
- 4.3 This Amendment No. 1, comprising its body and preamble, represents the full and complete agreement and understanding of the Parties with respect to the subject matter hereof and supersede and replace all prior and contemporaneous understandings or agreements, whether oral, written or otherwise, regarding such subject matter. Any amendment thereof must be in writing and executed by the Parties hereto.

ARTICLE 7. GOVERNING LAW AND DISPUTE

7.1 GOVERNING LAW

This Amendment No. 1 shall be in any respect governed by and construed in accordance with the laws of Spain (excluding the 1980 UN Vienna Convention on Contracts for the International Sale of Goods).

7.2 DISPUTES

All disputes arising out of or in connection with this Amendment No.1 or its validity shall be finally brought exclusively and settled by Madrid, Spain

ARTICLE 8. MISCELLANEOUS

The Amendment No. 1 may be executed in any number of counterparts in the English language, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same agreement.

SIGNING PAGE

IN WITNESS WHEREOF, each Party has caused the Amendment No. 1 to be executed on the date first above written by its duly authorized representative.

FOR SAINT-GOBAN PLACO IBERICA S.A

FOR HASLER FRANCE SAS


Joaquín Caso (Mar 25, 2025 09:23 GMT+1)

Name: JOAQUIN CASO HOMBRADOS
Title: INDUSTRIAL DIRECTOR
Date: Mar 25, 2025


Laurent Ménigoz (Mar 20, 2025 18:37 GMT+1)

Name: LAURENT MENIGOZ
Title: DIRECTEUR COMMERCIAL &
MARKETING
Date: Mar 20, 2025

SCHEDULE A

APPENDIX 3a – INSTALMENTS AND CONDITIONS OF PAYMENT

Price details:

The Price is built up as follows:

	Item	Price in Euros
P _a	HALSER : Engineering study	196 540,00
P _a	HASLER Belt Filter	196 540,00
P _b	Erection for 3 weeks + Hot & cold commissioning 2 weeks	50 782,00
P _c	Packing + DAP delivery to Gelsa, Spain	2 800,00
	Total Price	446,662.00 €

Payment terms and conditions

Following the submission of a correct invoice, which is to be issued by the Contractor only upon achievement of the associated payment milestone, payment of the invoice is made by the Purchaser within the number of days indicated in the table below.

Instalment	% of the Price	Term	Condition	Bank guarantee
A	25%	In 45 calendar days after receipt of the correct invoice and advanced payment bank guarantees.	After signature of the Agreement and receipt of advance payment bank guarantee of 25% of the Price, according to Appendix 3b and the advanced payment bank guarantee valid until 10 days after the Delivery of the Equipment at Purchasers Site.	See Appendix 3b for the format in which the bank guarantee has to be submitted.
B	15%	In 45 calendar days after the receipt of the correct invoice.	Upon receipt of the engineering documents ready for validation	
C	20%	In 45 calendar days after the receipt of the correct invoice and delivery of relevant Equipment	after successful Factory Acceptance Test at the Contractor's site .	
D	40%	In 45 calendar days after receipt of the correct invoice.	After successful Delivery of the Equipment, to Purchaser's Site and receipt of Contractor's performance bank guarantees of 10% of the Price, valid till end of the Warranty period	See Appendix 3b for the format in which the performance bank guarantee has to be submitted

Addresses for invoices & financial guarantees:

Invoices shall be issued according to the specimen set forth in appendix 7.
Contractor will send the original invoices to:

Digital invoice in PDF without protection, by email to the address
dig.mdrbox@ironmountain.com writing in the Subject line: "Facturas Placo – (fecha de envío del
e-mail dd/mm/aa)"
Placo Invoices - (date the e-mail was sent dd / mm / yy)

In addition, a digital copy to be sent by e-mail to:

joseangel.lopez@saint-gobain.com

jose.paredes@saint-gobain.com

rosa.ramos@saint-gobain.com

Contractor will send the original **financial guarantees** to the address that will be indicated in the
Purchase Order.

Hasler Group - Vacuum Filter Belt - Amendment no.1 - Gelsa Spain

Final Audit Report

2025-03-25

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"Hasler Group - Vacuum Filter Belt - Amendment no.1 - Gelsa Spain" History

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