
General conditions of purchase

General terms and conditions

Unless agreed otherwise in writing, our orders and contracts are based on the following Terms and Conditions. The undecided terms and conditions in regard to the supplier shall only be recognised and valid if they have been expressed by us, in writing. Unless we recognise them in writing, they do not entail any obligation, although we do not explicitly reject them. This clause shall also apply if we accept the goods or services requested in part or in full, or if we make a payment.

- 1. Orders:** Orders or modified orders shall only be binding if they have been requested or confirmed by us, in writing. Verbal subsidiary agreements are not valid.
The supplier must consider the entire content of the order to be a trade secret and shall keep it confidential. He shall therefore be responsible for any damage entailed if the above-mentioned obligations are breached.
The supplier shall confirm the order within a timeframe of 7 days beginning from the date on which he receives it, and shall do so by fax or email. The same rule shall apply to modifications to the orders. Upon termination of the fixed timeframe, we shall have the right to revoke the order or the modification to it, and the supplier shall not have the right to claim it back.
Until the order is completely finished, we have the right to request modifications, both to its make-up and to the delivery or delivery date of the good or service requested, for which we shall pay the corresponding charge.
The supplier shall only be able to subcontract orders with our written consent.
- 2. Delivery:** Delivery dates must be adhered to.
If the supplier is unable to meet a delivery date due to reasons for which he is responsible, or if the delivery is delayed for the same reason, we shall have the right to revoke the order or contract, or to request damages due to non-fulfilment, as we consider appropriate, as well as any additional claim.

The supplier shall be responsible for the costs derived thereof, in addition to any other losses resulting from delays in the delivery or from other services made with delays. In accepting goods which arrive late, we do not relinquish the right to request compensation.

If the deliveries are constantly late, or the goods or services are continually unreliable, we shall have the right to revoke the entire order or contract, or a part thereof, which shall be separate from any other claim. This situation also relates to deliveries for which the date has not yet expired, or which have not been completed, from subsequent delivery orders or contracts, or any other kind of order or contract.
If circumstances arise which prevent punctual delivery or the provision of services on time, the supplier must immediately notify us of this by telephone and then also in writing, stating the reasons for the delay.
Reasons of force majeure, industrial disputes, civil unrest, and other unforeseen events, as well as unavoidable matters, shall free the contracting parties from their obligations and grant them the right to revoke the order or contract.
Deliveries shall be made free of charge to the facilities where the goods are to be received, and they are under the responsibility of the supplier, except when indicated otherwise.
- 3. Dispatch:** The dispatch shall be made as stated by us. Dispatches from other countries shall be declared in customs if applicable. Partial deliveries shall be identified as such by way of delivery notes. All dispatch documents (delivery notes, etc.) which include the details of the entire order, shall be sent to us by mail when the order is sent, at the latest. The documents enclosed in the dispatch (delivery notes, etc.) shall be sent along with the goods and shall include all the order details. Any cost which arises as a result of a failure to respect our dispatch regulations shall be charged to the supplier.
- 4. Transfer:** Transfers shall be carried out according to our instructions. We reserve the right to transfer any movements which do not meet our conditions, for which the supplier shall be financially responsible, as well as the right to return the dispatch without being responsible for the cost thereof. Large dispatches which are in good condition and which have been invoiced may be returned by us without paying the costs of carriage. At least 2/3 of the invoice cost must be returned to us.

5. Invoicing: Invoices shall be sent separately, directly to our headquarters located on C/Bailen 105, 08009 Barcelona, and shall include the order details for that completed

6. Payment: Except when indicated otherwise, payments are made 85 days following the invoice date, by bank transfer. Payments shall not be made in the month of August. We are only obliged to pay for goods which have no imperfections, in accordance with the stipulations set out in the order or contract.

7. Responsibility for material defects: The delivery/service shall be provided in compliance with the government warnings, technical regulations and guidelines that these services/goods are subject to, and the products shall be in good condition for use. We are entitled to all guarantee rights established. Should we consider it appropriate, we may request the supplier to fix any defects or replace the Dispatch. In urgent situations or when the supplier does not respond, we shall have the right to charge the supplier with the cost of fixing any defects. Unless agreed otherwise and specified in writing, the guarantee shall be valid for 24 months following the date on which the products begin working, although the guarantee may be extended up to 36 months after we receive the delivery. Claims must be made at the correct time. When there are noticeable defects, claims must be made within a timeframe of two weeks from when the dispatch/service is received, and if there are other defects, within a timeframe of two weeks from when it is discovered by us or in cases where we have been notified by third parties. The supplier shall immediately resolve any defects in the products ordered, either by removing the defect, or by sending a new dispatch, and shall be responsible for the costs incurred. In particular, he shall be responsible for the cost of the materials, manufacture, transport and travel expenses to the place where the goods are to be used, as well as any costs incurred in removing and re-packing the products. The supplier must attach the certificates stated in the order or contract to the documents accompanying the goods.

8. Responsibility for the product: If a client or third party makes a claim to us, the supplier must free us from these claims, showing that the damage caused is the result of a defect in the product delivered by the supplier. In this case, he shall also be responsible for all the expenses incurred, including the cost of legal proceedings and any action taken to withdraw the product from the market. As far as it is possible and reasonable, we shall come to an agreement with the supplier in regard to the content and purpose of any potential withdrawal. In regard to any other matter, the clauses established shall apply.

9. Plans: All plans, outlines and calculations which we send the supplier for an estimate or in order to fulfil orders or contracts, or those that the supplier sends us after we make an order or contract, belong to us and the supplier may not use them for any purpose, nor make copies of them, nor make them available to third parties. They must all be returned to us at our request, once the order or contract has been completed. We shall retain the patent rights of all the plans and documents sent to the supplier.

10. Place of fulfilment: The place where all orders or contracts are to be fulfilled shall be the address of the recipient of the products/services, where payments are made, Barcelona.

11. Place of jurisdiction: The jurisdiction for all legal disputes shall be in the Barcelona Courts. However, we have the right to appeal to the relevant court where the supplier's office is registered. This does not apply if an exclusive jurisdiction has been previously stipulated.

12. Transfer: The order or supply contract agreed with the supplier may not be transferred to third parties without our written consent.

13. General clauses: It is Spanish law which regulates the order or supply contract and its implementation. The application of uniform law to international sales of transportable goods and to perfecting international sales contracts for transportable goods does not apply to this contract. If the individual clauses of these general terms and conditions of purchase are not viable, the validity of the remaining clauses shall remain unaffected.

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