

HERITAGE B Group

General Purchasing Conditions

1. Object

These General Purchasing Conditions ("GPC") govern the supply of all type of goods, equipment, materials and/or provision of all type of services (hereinafter referred to as "Products") by Suppliers to any company under the HERITAGE B Group of Companies (hereinafter, the "Client"), and therefore exclude the application of any other conditions; General Business Terms and Conditions of the Supplier are only applicable to the extent that these have been expressly accepted by the Client in writing. The acceptance of receipt or payment of goods and services rendered by the Supplier does not constitute acceptance of the Supplier's general terms and conditions.

2. Validity and modifications to the Contract

- 2.1 The relationship between the Client and the Supplier shall be governed by the following contractual documentation (hereinafter, the "Contract"): i) the Purchase Order issued by the Client (PO or Order) and, if applicable, ii) the Delivery Schedule (as defined below); iii) the present GPC; and iv) the offer and acceptance of the Purchaser Order, including the technical specifications of the Good and/or Services.
- 2.2 In case of contradiction between the contractual documentation: the Purchaser Order issued by the Client shall prevail over the present GPC and over the offer and acceptance of the order by the Supplier.
- 2.3 Any Purchase Order, Contracts or programs and any alteration, amendments or modification to the Purchaser Order, Contract or to the present GPC shall be agreed in writing by the Client and the Supplier. Such modifications shall prevail over the offer and acceptance of the order by the Supplier.
- 2.4 Verbal agreement implemented after the closure of the Contract, especially any changes and amendments, derogations or extensions to this GPC will be only valid with the written approval of the Client.
- 2.5 The acceptance of the Purchase Order implies the acceptance of these GPC which shall be deemed to be incorporated in each Order irrespective of whether they are expressly referred to in the Purchaser Order.
- 2.6 The commencement of the execution of a Purchase Order means acceptance by the Supplier of all the provisions incorporated in it.
- 2.7 In the event of any doubt with regards to the implementation of the contents of a Purchaser Order, the Supplier shall act in accordance with the indications and instructions of the Client.
- 2.8 These GPC shall prevail over the Supplier's General Conditions of Sale, if any.
- 2.9 The quality, safety, environmental protection standards and social responsibility to Suppliers, the logistic manual and the HERITAGE B Delivery and Packaging Specifications form are integral part of the Contract.

3. Supply and Delivery

- 3.1 The Supplier is obliged to render the object of each Purchase Order under the terms and conditions indicated in the same and in the present GPC.
- 3.2 Deliveries deviating from contracts and Orders issued by the Supplier are only admissible if given prior written approval by the Client.
- 3.3 Agreed contracted quantities and delivery dates and terms shall be specified by the Client through the issue of a Purchase Order and shall be binding to the Supplier. The Supplier shall have a maximum of 7 labor days after receipt to accept in writing each Delivery Schedule and the Purchaser Order. The Delivery Schedule and the Purchase Order shall be deemed accepted if the Supplier does not notify the Client of its rejection within the aforesaid 7 days' time period and the Supplier shall therefore be obliged to supply the requested amount of Goods and/or Services within the required delivery period. Notwithstanding the aforementioned, the Client is entitled to withdraw or cancel the Purchase Order if the Supplier does not provide an acceptance within the aforesaid time period.
- 3.4 In order to establish the timeliness of product delivery, the reference date for the fulfillment of the delivery of goods on time, or the delivery time is the date of reception of the goods in the delivery place designated by the Client, and for deliveries involving installation, commissioning or services, the date of reference will be the date of acceptance, unless otherwise established in the Contract or in the specific Purchase Order. Unless a delivery is stipulated to be "free at destination" (EXW, DAP or DDP, according to Incoterms 2010) the Supplier will provide the goods to the Client in due time, taking into consideration the required time by the hauler for loading and transporting the goods.
- 3.5 In case that the Supplier has agreed to bear all the installation works, any additional cost derived from such installation such us, e.g.; travel expenses, cost of hand tools, workmanship cost, etc. will be covered by the Supplier too, unless otherwise agreed.
- 3.6 As soon as the Supplier foresees limitations in his possibilities of manufacturing or in the delivery of the Products or if the Supplier foresees a problem with compliance with the agreed-upon delivery date or any other circumstances that may affect the possibility of delivery an Order on time, the Supplier shall notify of this circumstance to the Client immediately.
- 3.7 The Client may make justified changes to the amounts which appear in the delivery programs, or order the temporary suspension of programmed deliveries, without this involving any modification of the price or of the other terms and conditions of the Contract.
- 3.8 The Supplier must immediately notify the Client of any incident which prevents the delivery of the amounts indicated in the programs. The Client shall be entitled to compensation for any additional cost incurred. The Supplier shall, at no extra cost to the Client, take all the necessary actions (including overtime work, urgent freight, etc.) to reduce the delay period to a minimum
- 3.9 Whenever the Supplier does not meet the established delivery date, the Client shall be entitled to receive liquidated damages for delay at the rate of 2% of the value of the delayed Goods and/or Services for each complete week of delay up to a maximum of 10% of such value. If delay in delivery is such that the Client is entitled to the aforesaid maximum and if the Goods and/or Services are still not delivered, the Client may terminate the Contract in whole or in part. Nothing contained herein does not imply the resignation of the Client to request the Supplier to comply with his obligations under the Contract and therefore, does not prevent Client to claim damages as a consequence of the breach of his obligations by the Supplier.
- 3.10 Therefore, the unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which the Client is entitled due to the delayed delivery or service or Goods;
- 3.11 Partial deliveries are excluded, unless otherwise agreed by the Client.
- 3.12 The Client has the right to use software belonging to the scope of product delivery,

including software documentation, to a legally permissible extent. The Client also has the right to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Product in accordance with the Contract. The Client will entitle to have a security copy of such software.

4. Force Majeure

- 4.1 Any circumstance which is an Act of God and which hinders extraordinarily or impedes any of the parties to fulfill its obligations shall be deemed a force majeure event.
- 4.2 For these purposes, the following shall be not considered force majeure events: strikes, production stops and labor conflicts affecting Supplier employees or subcontractors, the lack of means of transport or materials, or delays attributable to subcontractors.
- 4.3 During such events and for a two-week period thereafter the Client is entitled – notwithstanding its other rights – to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and its needs are considerably reduced as the goods have to be procured elsewhere as a result thereof.

5. Notification of Dispatch and Invoice

- 5.1 Therefore, the provisions contained in the Contract, or in the different Orders or programs provided by the Client shall apply, in any case. All the invoices must be sent to the address set out in each of the specific Order including the invoice number and the specific features or details. The invoices shall include all the legally established requirements and shall specify: correct designation of the references to the Client, references to the materials that are subject of the specific supply, the delivery note number, shipping date, receiving company code, supplier number and name, purchase order number, bank account number and key access (all the data contained in the Purchaser Order or in the Delivery program issued by the Client). If the Supplier fails to meet any of these requirements, the invoice will not be considered payable.
- 5.2 No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or in the specific Order or if the date thereof is previous to the date of its corresponding delivery note. The Client shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under the Contract or the specific Order and will be entitled to deduct any outstanding penalty amounts applicable under this GPC from the already invoiced amounts.

6. Pricing and Transference of Risk

- 6.1 The Prices reflected in the Purchase Order shall be fixed, firm and definitive. The price shall be understood as including all items which make up, or which may make up, including any type of expenses of any nature whatsoever and all kinds of charges and taxes of any type (including VAT, salaries, transport, packing and labeling, accessories, tools, etc.).
- 6.2 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Client at the designated place of receipt.
- 6.3 The Supplier bears all risks of loss or of damage to the goods until the Goods are received by the Client or by the Client's designated representative at the location where the Goods are to be delivered in accordance with the Contract.
- 6.4 Unless otherwise agreed, the cost of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Client has not requested a particular method of delivery. Any supplementary costs arising from any non-conformity with the transport requirements shall be borne by the Supplier. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.
- 6.5 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete Purchase Order number. Notice of dispatch shall be provided immediately with the same information.
- 6.6 If the transport is performed by a carrier commissioned by the Client, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.
- 6.7 The Supplier shall be liable for any expenses and/or damages incurred by Client due to any breach of the obligations under this section.
- 6.8 Transfer of title of the goods shall be upon delivery or acceptance by the Client, as the case may be.

7. Payment Terms

- 7.1 Unless otherwise agreed, the invoice shall be paid within 60 days. Payment is subject to invoice verification and acceptance by the Client. The only due date shall be the days 10 and 25 of each month, provided the goods were received before the day 15 of the point of delivery at least 15 days before the due date.
- 7.2 The period for payment shall commence as soon as any delivery or service is completed. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.
- 7.3 The Client have a period of 30 natural days from the date of reception of the goods or the provision of the services to verify that the delivery of the goods or provision of the services have been delivered or have been performed according to the agreed contract terms or according to the specific Purchase Order, unless provided otherwise in the Contract or the specific Purchase Order.
- 7.4 The payment will become effective by bank transference or confirming or by any other payment method authorized by the Client, excluding any cash payments.
- 7.5 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Contract or the specific Purchase Order and does not constitute either a resignation of any subsequent rights or actions to which the Client may be entitled against the Supplier.

8. Guarantee and Quality terms

- 8.1 The Supplier represents and warrants to the Client, (i) that the final Goods delivered are: (a) free of any design, workmanship, raw material or manufacture defect; (b) in line with the specifications, drawings, samples, quality, quantity and other descriptions specified in the Purchaser Order and in any other information or instruction notified to the Supplier; (c) appropriate for the purpose to which they are destined; ii) new and of top

- quality; and (iii) compliant with national and international legislation in force, in particular, in relation to security and environment; and/or (iv) the Service provided: (a) is in line with the specifications and any other requirements specified in the Purchase Order and in any other information or instruction notified to the Supplier; (b) has been correctly and diligently provided by trained and experienced personnel. All declarations and warranties made by the Supplier in its brochures, catalogues, sales materials and quality systems shall be binding for the Supplier. The Supplier is responsible for the quality of the Goods and/or Services delivered to the Client, regardless of whether he manufactured or executed them himself or acquired them from a subcontractor.
- 8.2 The quality of the delivered Goods, and/or Services must be in keeping with that set out in the documentation, drawings, specifications and regulations provided by the Client to the Supplier. The Supplier undertakes that the product delivered meet the specifications received from the Client. The Supplier shall have a continuing obligation to promptly notify the Client of any violation or deviation of any Goods or Services delivered or rendered to the Client during the period of such violation or deviation.
- 8.3 During a period of two (2) years from the time of delivery of the Goods and/or Service, the Supplier is responsible for putting right any defect or non-conformity of the Goods and/or Service, and any damage which may come about through their defective operation. The warranty period for deficiencies in title is two (2) years, insofar as no statutory provisions provide longer periods.
- 8.4 If any defects arise during the warranty period for which the Supplier is liable, the Client may choose: (i) to cancel the Contract in whole or in part; (ii) to request the Supplier to repair or replace the defective Goods. The Client shall be entitled to withhold any payment due to the Supplier until the defective Goods have been repaired or replaced. If the Supplier does not remedy the defect with sufficient haste, the Supplier may correct the defect directly or through a third party and the Supplier shall be responsible for all cost related thereto (e.g. shipping costs, workmanship costs, transportation costs, etc.); or (iii) to request the Supplier to provide the defective Service once more. The warranties and remedies provided for in this provision shall be in addition to the right of the Client to claim compensation for loss, damage and costs and to those rights implied by or available at law.
- 8.5 Acceptance of the goods by the Client is effected subject to the reservation of an examination for faultlessness, in particular also including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. The Client will give notice of any defects found immediately after their discovery. To this extent the Supplier waives the right to object to delayed notification of defects.
- 8.6 The provisions of statute relating to defects as to quality and defects of title apply except insofar as otherwise provided herein below.
- 8.7 In urgent cases, especially for actions taken to palliate imminent danger or to avoid disproportionate damages, the Client entitled to eliminate the defects found, at the Supplier's expense.
- 8.8 Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by the Client, the Client is entitled to:
- Cancel the Contract or the specific Purchase Order in whole or in part without being subject to any liability for damages.
 - Or demand a reduction in price;
 - Or undertake itself any repair or replacement of deliveries or arrange for such to be done;
- The aforementioned shall be in addition to the right of the Client to claim compensation for loss, damage and costs for the Services that are not provided.
- 8.9 The warranty period given by the Supplier will be in accordance with the requested by the end Client of the Client.
- 8.10 The warranty period begins to run with the transfer of the risk (under the provision 6.2 herein). Upon delivery to location where the Client is operating outside its premises, the warranty period begins with the acceptance by the end Client.
- 9. Product Liability**
- 9.1 In the event a product liability claim is asserted against the Client, the Supplier is obliged to hold it harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the Supplier. Insofar as the cause of the damage falls within the area of responsibility of the Supplier, the Supplier shall have to demonstrate that it is not their responsibility.
- 9.2 In the cases of paragraph 9.1 above, the Supplier assumes all costs and expenses, including the costs of any legal action.
- 9.3 Prior to any partial recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, the Client shall notify the Supplier, give the Supplier the opportunity to collaborate and discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as the recall action is due to a defect in a product supplied by the Supplier.
- 10. Resolution and Withdrawal**
- 10.1 Apart from the general causes of termination of contracts for serious breaches of obligations under the Contract or the specific Purchase Order, and where appropriate, in the case of hidden defects or flaws of the object of sale or supply, the Client may withdraw or terminate the Contract without any cost and with immediate effect if:
- Whenever, in the opinion of the Client, the delays in the manufacturing, assembly or execution processes could jeopardize the scheduled delivery times and/or quality levels specified in the Contract or specific Purchase Order were not achieved;
 - In the event of a "Change of Control" of the Supplier.
 - In the event that the Supplier does not comply with his obligations under the Tax Agency or Social Security.
 - Occurs or is threatened if there is a fundamental deterioration of the financial relationship of the vendor and as a result there is a risk that the Supplier does not fulfill its obligation to supply the Client;
 - If an accident or unforeseen event occurs, which affects the shipment of the Goods or which do not permit to deliver the Goods totally or partially, on the scheduled time or in the event of loss of the Goods occurred without the fault of the Supplier, the Client will have the right to claim the Goods which are held by the Supplier in exchange of the corresponding amount upon the agreed fixed price.
 - If any legal situation which limits the capacity of the defaulting party to manage or dispose of its assets and which negatively affects the compliance with the obligations under this Contract (in the event of bankruptcy, default or any insolvency procedures...).
- 10.2 If the Supplier is committed to delivering a specific quantity of Goods or the provision of a service, the Client shall not be required to receive a share. If the Client accept partial delivery, they may terminate the contract or demand for its pending contractual obligations.
- 10.3 If the Supplier fails to deliver the purchased goods, or supplies, or did not conduct the service on time, the Client may ask for its completion or to request the prior termination of the Contract or specific Order require to fulfill or the fulfillment or termination of the contract, subject to compensation for the damages suffered by such delay.
- 10.4 In any case, the Client shall retain all its rights over the part of the Contract in force and shall be entitled to claim the corresponding liquidated damages.
- 10.5 In the event of cancelation of the contract with the final customer, the Client shall be entitled to terminate the Contract with the Supplier, upon prior notification to the Supplier.
- 10.6 Furthermore, the Client shall be entitled to cancel the Contract or specific Order, whatever reason, by giving a prior registered letter or any equivalent thereof.
- 11. Subcontracting**
- Subcontracting of third parties is not authorized without the prior written consent of the Client. The Client will be granted to cancel totally or partially the Contract or the specific Purchase Order, and to claim the corresponding compensation in case of breach of this obligation by the Supplier. Subcontracting will not be released the Supplier from any of its obligations and will be responsible for all the actions carried out by his agents or subcontractors. In case that Supplier fails to pay his agents or subcontractors, the Client will enable to pay them directly in exchange of retain to the Supplier the invoices regarding the outstanding payments.
- 12. Assignment**
- Supplier will only be entitled to assign any right referred to herein without the prior written consent of the Client. The Client is hereby expressly authorised in order to assign to any company of its group all or part of its rights and obligations in a Contract or in a specific Purchase Order.
- 13. Conducting Work**
- Persons carrying out works on the Client's premises must comply with the statutory requirement and applicable legal regulation. Client shall not be held liable for any damages suffered by these persons on Client's premises.
- 14. Provision of Materials**
- 14.1 Materials, parts, containers and special packaging provided free of charge by the Client to the Supplier remain property of the Client and is to be stored, labeled as property of the Client. Their use is limited to the orders of the Client only. The Supplier shall provide replacements in the event of reduction of value or loss, for which Supplier is responsible.
- 14.2 Any processing or transformation of the Goods or material shall take place for the Client. The Client shall immediately become owner of the new or transformed Product. Should this be impossible for legal reasons, the Client and the Supplier hereby agree that the Client shall be the owner of the new Product at all times during the processing or transformation. The Supplier shall keep the new Product safe for the Client, at no extra cost and in so doing exercise the duty of care.
- 15. Confidentiality and use of the Information**
- 15.1 Any Confidential Information, whether commercial, technical, economic or of any nature, including, without limitation any tool, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials, provided by the Client to the Supplier, as well as any materials derived there from (including features which may be derived from objects, documents or software provided and any other knowledge or know-how (hereinafter, the "Confidential Information") shall not be made available by the Supplier to any third party nor used for any other purpose than to fulfill with the obligations under the Contract, in particular, the Supplier undertakes not to use the Intellectual Property not either the Confidential Information receipt or developed during the execution of the Contract or the specific Purchase Order, for any purpose other than the strictly necessary for the completion of the Contract or the specific Purchase Order, except with the prior consent of the Client. Such materials and/or Confidential Information will be protected by the Supplier against any unauthorized access. Without prejudice of any other right, the Client may at any time demand to the Supplier the return of such materials or Confidential Information or in case of breach of the confidentiality obligations by the Supplier. In particular, the Supplier recognizes and accepts not to use such Intellectual Property received from the Client to provide services to any third parties without the prior authorized consent of the Client and the failure to comply with these requirements will be deemed as unfair and contrary to the good faith and will be deemed as an undue misappropriation of the Client reputation and effort and also as a clear violation of the industrial and commercial secrets of the Client and a breach of the competition laws and regulations, without prejudice to any other rights or remedies that might correspond to the Client.
- 15.2 The Supplier shall not make available to any third party any information obtained from the Client, if such information is not already general knowledge or has not been lawfully obtained by the Supplier. Insofar as the Client agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 15.3 Confidential Information remains exclusive property of the Client. Without prior written consent from the Client, such information must not be duplicated or exploited industrially. At the Client request, all information (if appropriate also including any copies or records made) and loaned items must be immediately returned in full or destroyed.
- 15.4 The Client reserves all rights to such information (including copyright and the right to file for industrial property rights such as patents, utility models, trademarks, etc.). In the event that access to such information is provided to the Client by third parties, the reservation of rights also applies for the benefit of such third parties.
- 15.5 Product manufactured on the basis of documentation drafted by the Client such as drawings, models and the like, or based on the Client Confidential information, or manufactured with the Client provided tools or copies thereof, may not be used by the Supplier for its own purposes nor offered or supplied to third parties. This also applies analogously to the Client's print Purchaser Orders.
- 16. Personal Data Protection**
- 16.1 Both parties undertake to keep confidential all information to which they have access by virtue of the Contract, to disclose it only to authorized personnel, and to observe, all the applicable statutory provisions contained in the applicable Personal Data Protection regulations data protection. In particular, the Parties undertake not to use personal data disclosed by the other party or to which they have had access for a different purpose to that contained in the Contract not to disclose it to third Parties.
- 16.2 Notwithstanding this provision, the Supplier hereby grants its express and unequivocal consent to the transfer of its personal data to other legal entities that belong to the same group as the Client, as well as the international transfer of its personal data to legal entities

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- within the Client's group insofar as it may be deemed necessary, in order to manage adequately the relationship between the Client and the Supplier.
- 16.3 Likewise, the parties undertake to safeguard the personal data to which they have had access as a result of their relationship and to avoid their alterations loss, processing or unauthorized access.
- 16.4 When the contractual relationship concludes, both parties undertake to return to the other party all personal data processed, and to destroy any copies of the same which they possess.
- 17. Export Control and Customs**
- 17.1 The Supplier shall be obliged to comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). The Supplier shall advise the Client in writing within two weeks of receipt of the Purchase Order, and in case of any changes without undue delay, of any information and data required by the Client to comply with all Foreign Trade Regulations in case of export and import, including without limitation:
- All applicable classification numbers required by the applicable control and export regulations.
 - The country of origin (non-preferential origin) and, upon request of the Client, the Supplier's declaration of preferential origin (in case of European Suppliers) or preferential certificates (in case of non-European Suppliers).
- 17.2 Upon the Client request the Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us in writing on all changes to such data without undue delay regarding any modification of the mentioned data.
- 17.3 The Supplier will be liable for any expense and/or damage incurred by the Client due to the breach of the obligations in the provision 17.1 above.
- 18. Compliance and Code of Business Conduct**
- 18.1 The Supplier shall comply with the respective statutory provisions governing the treatment of employees, and health and safety at work Suppliers. Furthermore, the Supplier agree not to violate international human rights or even the basic fundamental rights of workers and undertakes not to use or recruit minors and use, directly or indirectly, forced or compulsory labor or any form of work under duress, not to use its employees to physical punishment, threats of violence or other forms of action or abuse and to avoid any discrimination among his employees.
- 18.2 The Supplier undertakes to comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations, and undertakes not to demand, offer or accept directly or indirectly, any improper remuneration, reward, benefit or compensation and will not engage in any activity, practice or conduct which would constitute an offence. The Supplier shall prevent any fraudulent practice or activity from his representatives, employers which constitutes an offence. The Supplier shall: (i) immediately inform in writing to the Client of any breach of the anti-corruption obligations (ii) ensure and control the compliance of the anti-corruption regulations; If the Supplier, or the persons acting on behalf of the Supplier violates any of the requirements established in this paragraph, the Client will have the right to terminate all the existing Contracts with the Supplier and/or with its subsidiaries companies and to claim for any damages or loss suffered as a consequence of any infringement of this provision.
- 18.3 The Supplier is aware of the existence of the Client internal compliance regulations, and undertakes to apply such rules, and agrees to abide them and therefore agrees to submit to the provisions of the Corporate HERITAGE B Group Code of Business Conduct ("CoBC") during the term of the relationship with the Client.
- 18.4 Furthermore, the Supplier shall be solely liable and will act in accordance with the applicable laws and provisions under the Client Business Conduct and with the existing regulations in this area. Furthermore, if the Supplier violates any of the requirements established in this paragraph, the Client will have the right to terminate all the existing Contracts with the Supplier and/or with its subsidiaries companies and to claim for any damages or loss suffered as a consequence of any infringement of this provision.
- 18.5 The Supplier shall provide with the necessary organizational instructions and shall adopt the necessary measures, in particular, with regards to safety conditions (e.g. facilities security conditions, packaging, transportation, commercial partners, staff's safety conditions, etc.) in order to ensure the supply chain security to comply with the applicable regulatory requirements. Therefore, the Supplier shall protect the Goods or Services restricting the access to unauthorized third parties. The Supplier shall employ reliable staffs for providing the Goods and/or the Services and shall require his sub-providers to implement equivalent protection measures provided that such are not less restrictive than those required to the Supplier.
- 18.6 If the Supplier violates the law or any of the provisions established in the abovementioned clause 18.2 or any of the provisions contained in the Company Code of Business Conduct, the Client reserves the right to terminate the Contract or the specific Order without given any notice, without prejudice of the rights and claims that may exercise against the Supplier, by virtue of the applicable laws.
- 19. Delivery Place**
- The place of performance is the place to which the goods are to be delivered in accordance with the Contract or the specific Order or where the service is to be rendered.
- 20. General Conditions**
- If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of in other respects. The parties hereto agree to replace any clause which declared invalid, void or unenforceable with another valid clause which is a similar as possible to the original in term of purpose.
- 21. Jurisdiction and Applicable Legislation**
- 21.1 Parties agree to submit to the Jurisdiction of the Court of Madrid (Spain), expressly waiving any other jurisdiction to which may have been entitled.
- 21.2 Any dispute that arises in the interpretation and execution of the present provisions herein are subject to Spanish legislation, excluding the conflict of law provisions, the UN Convention on Contracts for the International Sale of Goods and any other existing Conventions on sales.
- 22. Supplier conformance to the Conditions herein**
- The fact that the Supplier dispatches the product after receiving the corresponding Order, in which the purchase conditions herein are included, shall be considered proof of conformance and acceptance thereof for all purposes.
- 23. Restricted use materials**
- 23.1 All the materials used in manufacturing the Products must comply with governmental and safety restrictions on restricted use, toxic or hazardous goods, as well as electrical and electromagnetic regulations applicable in the countries where they are manufactured and sold. Likewise, all the materials supplied must comply with the restrictions established in Company group internal regulations.
- 23.2 Should the delivery contain Goods which, according to international regulations are classified as dangerous goods, the Supplier will inform the Client hereof in a form agreed upon, but in no case later than the date of Order confirmation.
- 24. Environment and waste management**
- 24.1 The Supplier must comply with all that set out in the current regulations on the environment specifically with regards to the generation and handling of refuse, waste, atmospheric emissions, noise and the prevention of ground pollution and to reduce harmful repercussions for the environment and human health. Likewise, it is responsible for ensuring compliance with all regulations on the use and storage of chemical products in working areas for the duration of the Contract and shall be liable for any breach of its environmental responsibilities.
- 24.2 The Supplier must establish systems for selective collection of Waste Electrical Electronic Equipment (WEEE) and transport of such to authorized processing centers.
- 24.3 The Supplier must bear the management and removal costs of WEEE existing at Client production plants and centers, regardless of the acquisition date thereof. The Supplier must inform users on the criteria for proper environmental management of the Product, the return system and selective collection, and the fact that it is free of charge.
- 25. Mention to reference Client**
- Unless the prior written consent of the Client, the Supplier will not mention the Client as a reference Client and/or either refer to the Goods or Services developed for the Client during the execution of a specific Purchase Order.
- 26. Supplementary Provision**
- All the subjects not covered by the provisions included in these General Purchase Conditions will be governed pursuant to the applicable legislation in force.

Date:

Company Name:

Address:

TIN/Tax Identification Number:

Authorized Representative: Mr./Mrs.

Signature.....

Company's Seal