



GENERAL TERMS OF PURCHASE FOR SPAIN

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ISSUED BY: J. KUPPENS	

1. OBJECT / GENERAL TERMS

The relationship between the “Buyer or Purchaser” and the “Seller or Supplier” shall be governed by these General Terms and Conditions and, if necessary, by any other specific terms that may be agreed by the Purchaser and Supplier in writing (“the Contract or Purchase Order”). The Purchaser reserves the right to update these General Terms of Purchase by post through link at www.grupoantolin.com, being the Supplier’s responsibility to keep itself up to date on the terms. A change in any terms that are applicable to an on-going order, established under these general terms or under any specific contractual terms, will require a written agreement signed by both parties.

In the event of a conflict, contradiction or ambiguity between these General Terms of Purchase and any specific terms contractually established, the latter will prevail over the former. Furthermore, these General Terms of Purchase will take preference even if they contradict or differ from any General Terms of Sale applied by the Supplier, or any condition or specification that the Supplier has included in its delivery slips, invoices or other documents exchanged by the Parties, not expressly accepted by the Purchaser. Consequently, the Supplier hereby freely waives the rights of the foregoing in the event of a conflict.

2. CONFORMITY ON THE PURCHASER’S REQUIREMENTS

The Supplier is obligated to comply with the terms, conditions and instructions that come with the Purchase Order and with these General Conditions, including but not limit to technical and quality specifications, range, studies, plans, drawings, or anything else.

The Supplier is obligated to comply with the MP01 Suppliers Manual of Grupo Antolin and to be up to date and in possession of any future versions thereof, to include the Specific Requirements of the Grupo Antolin (CSR), available at www.grupoantolin.com. Any deviation from said documents will be notified in writing by the Supplier before the Contract is assigned. These deviations will not be accepted unless the Purchaser has provided written confirmation.

The Supplier shall enter the composition details of the products supplied, in the IMDS (International Material Data System) computer application, at www.mdssystem.com. The foregoing will constitute a prior requirement for the presentation of Initial Samples.

If applicable, the Supplier shall comply with the European regulation REACH 1907/2006 CE and/or any other rule complementing, amending or replacing the same; furthermore, the Supplier shall guarantee compliance with the MINERAL CONFLICT POLICY OF GRUPO ANTOLIN, based on the Dodd-Frank Wall Street Reform and Consumer Protection Act, of 22 of August, 2012 (USA), and/or any rule complementing, amending or replacing the same, undertaking to provide information on the use and source of these minerals and to ensure that this is fulfilled by its supply chain.

The Supplier acknowledges that it assumes all responsibility for ensuring, at its sole cost, that all testing and analysis as is needed to meet IATF 16949 requirements or any other quality certification or other standards that Purchaser’s customers or Purchaser requires on parts, components, materials, systems and processes incorporating or involving any product sold by Supplier to Purchaser hereunder will be properly completed, and satisfied, whether or not Supplier is or has been certified as meeting such certification requirements apart from this Order.

The Supplier shall provide the Purchaser with any financial data it may request, to guarantee the Supplier’s solvency and, consequently, the adequate performance of this agreement.



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3. OEM REQUIREMENTS

When the OEM Customer directs the Purchaser in the utilization of Material and/or components and/or services provided by a directed Supplier, the Supplier shall comply with the terms and conditions of any Purchase Order or other agreement received by Purchaser from a third party (which is referred to herein as "OEM Customer" and whose order or other agreement referred to herein as "OEM Purchase Order") whereby Purchaser agrees to supply to the OEM Customer, or incorporated into goods supplied to OEM Customer, goods or services. Purchaser may, from time to time, supply Supplier with information regarding OEM Purchase Orders, but, in any event, Supplier shall be responsible for ascertaining any terms or conditions contained in OEM Purchase Orders that may affect Supplier's obligations hereunder. Without restricting the foregoing, Supplier shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable Purchaser to meet Purchaser's obligations to OEM Customers under OEM Purchase Orders. In the event Purchaser reduces its price for goods or services during the term of the Purchase Order, Supplier simultaneously shall reduce its price for its components goods or services correspondingly. If there is any conflict between this paragraph and any other paragraph of this document, Purchaser shall have the right to have the provisions of this paragraph prevail. Regardless of any dispute between Purchaser and Supplier, Supplier agrees to use his best efforts to cooperate with Purchaser and Purchaser's OEM Customer in the event of any dispute between Purchaser and Purchaser's OEM Customer relating any way to the applicable goods or services provided or sold to Purchaser by Supplier.

4. ACCEPTANCE OF THE CONTRACT

All Contracts and their acceptance, including any other transactions or modifications, shall be in writing.

These documents may also be issued by remote and electronic means or by any other channel providing acknowledgement of receipt.

Along with the Contract, the Purchaser will make available to the Supplier, or will send a copy of, the General Terms of Purchase. In the case of any subsequent Contract is executed, the Contract will refer to these General Terms of Purchase previously provided to the Supplier.

To accept the Contract, a duly signed and sealed copy or electronically accepted shall be sent by the Supplier to the Purchaser within 15 days since the Purchaser acknowledged receipt thereof by the Supplier.

Without prejudice to the foregoing, the Supplier's mere performance of the Contract or the acceptance of payment for any part of the goods or services, will constitute total acceptance thereof and will exclude any indication to the contrary not confirmed in a written acceptance to the Purchaser.

The Supplier's express or tacit acceptance of a Contract will constitute its acceptance of these General Terms of Purchase and the conformity on the Purchaser's requirements mentioned in second section.

The Purchaser reserves the right to cancel the Contract, if the Supplier does not accept it in writing within a term of 15 days or, at any time prior to Supplier's acceptance.

5. DELIVERY SCHEDULES

All deliveries will be carried out in accordance with the amounts and dates specified in the delivery schedules provided by the Purchaser. The Purchaser will not be obligated to pay for any products or services that exceed the amounts specified in the delivery schedules. Unless expressly indicated in the Contract in detail, all transportation costs will be borne by the Supplier.

The Purchaser, may periodically and in a reasonable manner change the delivery schedules, by providing written notice to the Supplier with sufficient time depending on the change proposed, or may order a provisional



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suspension of scheduled deliveries, without this entailing a change in the price or in the terms and conditions of the Contract, or entitling the Supplier to any indemnification whatsoever.

The Supplier will be responsible for maintaining the back-up stock established by the Purchaser in his Purchase Orders.

6. DELIVERY

The delivery deadline of the relevant order will be the one established in the Contract's delivery schedule.

All delivery deadlines are binding, mandatory and essential, and must be strictly met. No deliveries will be accepted before the deadlines agreed; if such deliveries are received, the Purchaser will be entitled to return any products at the Supplier's costs received from the Supplier prior to the date agreed or, if it prefers, to accept them, albeit charging the Supplier for any storage costs or any other kind of costs incurred.

The Purchaser will not be obligated to accept partial deliveries. Nevertheless, if the Purchaser accepts a partial delivery, the Purchase Order shall not be finalized until the whole fulfilment of its delivery schedule.

The Purchaser reserves the right to terminate any order in whole or in part, not delivered within the relevant term, and the Purchaser may bring a claim against the Supplier for any loss and damage caused by this delay.

Furthermore, if delivery deadlines are not met, the Purchaser may imposed to the Supplier liquidated damages worked out in a reasonable manner by Purchaser in amount equivalent to the internal costs derived from the breach.

Should the Purchaser's clients impose any liquidated damages on the Purchaser arising from the Supplier's failure to meet the delivery deadlines, the Purchaser will charge these damages to the Supplier.

7. AMENDMENTS

The Supplier may not modify the product or service referred to in the Contract (including any change or modifications in its specifications, design or materials), the production processes and/or manufacturing site, without the Purchaser's prior written consent.

8. DELIVERIES

All materials will be adequately packaged and sent in accordance with standard requirements applied to ordinary carriers, in such a way that the protection of the goods is guaranteed with a minimum transportation cost, and without this generating additional expenses to the Purchaser, unless otherwise agreed in the Contract. The Supplier shall insure the goods in transit, unless otherwise agreed.

The Supplier will duly mark each parcel according to the Logistic Terms established by the Purchaser, including the addressee's name.

If several parcels constitute a single delivery, each parcel will also be correlatively numbered, in which case the parcel containing the delivery note will be clearly indicated. This delivery note will describe all the specifications included in the Contract (date, order number, issuer, applicant, amount, reference and product or service name, etc.).

Certificate of origin: Depending on the commercial agreements in force, the exporting Supplier, at the Purchaser's request, will provide any certificates of origin that are deemed necessary.



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As the case may be, the Supplier will include in each delivery any documentation that is legally necessary and associated to the products and/or services, and any documentation requested by the Purchaser based on the requirements established. This documentation will be updated and will accurately correspond to the products and/or services; the Supplier must ensure that the documents correspond and are updated.

9. INSPECTION

The inspection of any merchandise (weight, amount and quality) will take place at the destination point or at the Supplier's own address, if the Purchaser deems this adequate. At the Purchaser's prior request, the Supplier will allow access to its facilities and to its suppliers' premises, to the Purchaser and/or the latter's own clients.

A signature or stamp of unloaded merchandise will not constitute a final acceptance, but just that the Supplier has fulfilled its delivery obligation.

A return of inadequate merchandise will be delivered on a "freight collect" basis, and is the Supplier's responsibility to immediately replace the merchandise and pay the freight costs as well as reimbursement for all damages incurred by Purchaser. These replacements will be invoiced as new deliveries, and no substitution or credit notes will be allowed, unless this is expressly requested by the Purchaser.

Any differences in amount and hidden/apparent defects or vices in the merchandise received may be reported by the Purchaser both upon receipt and at any time thereafter, within the legal timeframe, even if the invoices have already been settled. Furthermore, the Supplier will be liable for warranty of title over the merchandise.

The Suppliers of the machines and/or equipments must provide Purchaser with:

- Drawing of the Construction Project and CAD data (Assembly and breakdown)
- 2 Utilisation instruction Manuals
- At least a manual containing complete schematics, drawings, parts lists, specifications, sources of supply and complete service/test instructions
- Preventive Provisional Maintenance Conditions and a list of part that subject to wearing
- First Sample Reports and Capability Studies (for the Manufacturing Means)
- Additional documentation as requested in the Technical Specifications.

Any engineering design by Supplier with regard to products, tooling, equipment or special machines sold to, or furnished or paid for by Purchase must fulfil specifications from Purchaser and any change requires the prior written approval of Purchaser. Supplier will furnish Purchaser with a certificate of Insurance for personal and property liability prior to proceeding with work in Purchaser's premises

10. SPARE PARTS

The Supplier shall deliver spare parts at the same price at which the series has been supplied, over a twenty-year period, unless otherwise agreed.

In the case of a specific investment attached to a project/vehicle (molds, cutting dies, etc.) is the Supplier's responsibility to provide the non- standard components parts during the life of the project.

In the case of capacitive investments (presses, injection molding machines, etc.) is the Supplier's responsibility to provide the non-standard component parts during the life of the project.



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In either case, once the installation is delivered, the Supplier will hand over the necessary documentation to enable the manufacturing of specific spare parts.

11. TERMS AND CONDITIONS OF PAYMENT

The goods and services shall be furnished at a price set forth on the face of the Purchase Order. Unless otherwise stated, prices are final, and no additional charges, surcharges, premiums or additional charges of any type shall be added without Purchaser's written consent, including, but not limited to, shipping, packaging, labelling, custom duties, taxes, storage, insurance, boxing, crating, drayage or containers. Also, unless otherwise agreed, a Contract will be issued based on "fixed prices", i.e. the Purchaser will not be obligated, during the course of contractual performance, to change its price terms in the event that the Supplier incurs a higher price in labour, raw materials, services or otherwise. Supplier represents and warrants that prices are, and will remain, no less favourable to Purchaser than any price which Supplier presently, or in the future, offers to any other customer for the same or substantially similar goods or services for substantially similar quantities.

Unless otherwise agreed, all payments will be made by bank transfer on the third business day (for banking purposes) upon day 1 and 15 of each month, according to the terms of payment legally foreseen in the Purchaser's country and from the date on which the invoice is issued (the invoice date will refer to the date when the Supplier has adequately supplied the good or provided the service), being able to group invoices by fortnight or calendar month. To this effects, the deadline for the receipt of invoices at the Purchaser's Administration Department will be until day 5 of the month following supply of the merchandise or provision of the service.

Payment will be made in the currency expressly stated in the Purchase Order, if no currency is noted, payment will be made in Euros.

The Purchaser's payment does not mean that the latter considers the Contract as adequately performed by the Supplier, or that it is waiving any rights it is entitled to. Furthermore, the Purchaser reserves the right to make payment through its affiliates or parent companies, or to set off any debit or credit items between these companies and the Supplier, as long as this is permitted in applicable law.

Any credit rights that may be generated in favour of the Supplier as a result of the Purchaser's orders may not be assigned to any third party without the Purchaser's express and written consent. Consequently, the Purchaser will not settle the payment of any prices in favour of any third party, without the Purchaser having agreed to the assignment of the resulting credit rights in writing.

12. TAXES

Any taxes levied on the commercial transactions referred to in these General Terms of Purchase will be borne by the parties in accordance with what is legally foreseen. In each case, the taxpayer will be responsible for applicable taxes to be adequately reflected in accounting terms.

13. WARRANTY

Any current legislation on the warranty of products, investments or services supplied will apply, unless other terms are agreed in the Contract.

In addition to the warranties provided for in the Purchase Order, Supplier represents and warrants to Purchaser as follows (a) the goods, services or facilities provided by Supplier strictly conform with the technical and quality specifications, drawings, instructions, advertisements, statements on contained and labels, descriptions and samples furnished or specified by Purchaser; (b) the goods are free from defects in workmanship and material and shall be new and of the highest quality and the goods are merchantable; (c) the goods, facilities or the results of the services rendered are genuine in all respects and do not break any industrial or intellectual property right



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of a third party; (d) Supplier acknowledges that it knows the Purchaser's intended use of the goods, services or facilities covered by the Contract and guarantees that they shall be conformed and fit to Purchaser's objectives and shall be free from faults of defects that affect their use; (e) the Goods do not, and are not claimed to violate any patent, trademark, copy right or other intellectual property right; (f) Supplier has good and marketable title to the goods and all components therein, is entitled to place them on the market, and deliver them to the Purchaser free of all security interests, liens and encumbrances; (g) Supplier comply with the law applicable for the development of its activity.

The Supplier shall remedy any manufacturing defects or any other breach, as soon as possible, by allocating its own resources on a priority basis.

If the Supplier does not immediately remedy a defect at the Purchaser's request, the latter may repair the defective product at the Supplier's cost, if necessary, in order to guarantee the continuity of its production process (or that of its clients). In these cases, any costs incurred in this selection/repair will be invoiced to the Supplier and may be set off against any sum due to the Supplier. In the event of a set-off, the Supplier may ascertain the authenticity of the Purchaser's claim for a period of ten (10) days term, before making the set-off.

Furthermore, the Supplier will pay for any additional remedy costs that arise from or are related to the defects, to particularly including but not limit to, transportation, assembly and dismantling costs, administrative costs and handling expenses, as well as any other costs related to remedy the defect (its own costs, the Purchaser's costs, and those of the Original Equipment Manufacturer (OEM)). The provisions of this paragraph will not apply to any legal or contractual rights that may arise in relation to the supply of defective Products.

Under the applicable legislative laws, when it comes to product's warranties, investments or supplied services, unless otherwise agreed in writing, there will be a sixty (60) month warranty period, beginning when the end Product is made available to the final user, covering the placement of the Supplier's product in the end vehicle; if the Supplier has agreed with the Purchaser's client on a different warranty period, this will be irrefutably authentically confirmed upon receipt of the Contract.

In relation to any Products unable to be used during inspection and remedy of a defective Product, the warranty period will be extended for the same period of time during which the Product could not be used.

For the delivery of spare parts, if a repaired Product evidences the same defect that was repaired, or a defect resulting from its repair, the warranty term will start again.

That the Supplier shall, throughout the warranty term, to hold the Purchaser harmless against any suit, complaint, claim, campaign or other action that may directly or indirectly arise from a manufacturing failure and/or defect in the merchandise, attributable to the Supplier, as well as any other obligation undertaken by the Supplier under this agreement.

14. LIABILITY FOR DEFECTIVE PRODUCTS / INDEMNIFICATION / INSURANCE

The Supplier hereby agrees to indemnify and to hold the Purchaser harmless against any claims or suits brought for personal injury or damage, including lost profit, suffered by any person or property, resulting from the performance of this agreement by the Suppliers, its employees, agents, subcontractors or representatives.

The Supplier hereby agrees to keep in full force and effect, at its own cost and at no expense for the Purchaser, insurance covering material damage, personal injury and third party civil liability, including civil liability for defective products and recall insurance thereof, for a minimum amount and coverage that are adequate in the performance circumstances required by this agreement. The Purchaser is entitled to require the Supplier an insurance certificate issued by the insurance company detailing the scope of the insurance coverages.

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15. PURCHASER'S PROPERTY AND BAILED PROPERTY

All property paid by the Purchaser (tools, containers, etc.), including their design and/or industrial property rights, if any, will be legally owned by the Purchaser, unless otherwise expressly agreed.

The Purchaser may assign said property to the Supplier as loan for use, to perform a supply contract.

The Supplier will bear the full cost of any maintenance, conservation, custody and replacement of these specific properties. The life of any specific property will be, at least, the same as the life of their components, spare parts included.

Specific property or goods on loan by the Purchaser, may not be transferred, transformed or destroyed without the Purchaser's written consent. At the Purchaser's request, the Supplier will indicate the location of such property, which will at all times be available to the Purchaser, clearly identified as Purchaser's property and delivered thereto at first request.

If the Supplier, duly authorised by the Purchaser has entrusted a third party with the manufacturing of these specific property, or if they remain on the third party's premises for the manufacturing of products or components covered by the Contract, the Supplier undertakes to execute a contract with such third party, granting the same rights to the Purchaser over the specific property as the ones foreseen in this clause.

Supplier bears all responsibility for loss of and damage to any property, in Supplier's possession, owned by Purchaser or delivered by Purchaser.

The Supplier is obligated to insure, at the Purchaser's satisfaction, any specific property assigned as loan for use or as deposit at its replacement value that is assigned as a loan. Supplier must deliver a copy of these insurance policies, at the Purchaser's request.

Any seizure ordered against the Supplier by a third party, wishing to encumber the specific investments assigned as loan for use in its favour, must be duly announced by the Supplier. If the attachment has been seizure despite the Supplier's challenge, it will immediately inform the Purchaser in order to enable the latter to uphold its rights. In no event will such specific investments be included in the Supplier's assets as owned goods.

The Supplier will bear the responsibility and cost of any component supply, checks, measurements and any tests and trials that may be necessary to guarantee that plans and specifications are followed.

The Purchaser reserves the right to acquire, at any time, by paying the amount pending repayment, ownership and possession of any specific investments.

In the event that Purchase Order is cancelled or terminated, Supplier immediately and at its expense will return such property owned by the Purchaser, properly packed and marked in accordance with the requirements of the Purchaser. Supplier undertakes to comply with the time-limits set by the Purchaser, remaining responsible to Purchaser in the event of any delay may occur, including the charges applied by Purchaser's customers as a result of the delay. In no event shall Supplier retain the property of Purchaser even in the event of a dispute relative to the fulfilment of the Purchase Order's obligations including in the event of non-payment.

16. DESIGN AND TECHNICAL DOCUMENTATION

All studies, plans, projects, drawings, specifications and/or other documents provided by the Purchaser to the Supplier, defined or used by the Supplier, irrespective of the medium, to manufacture components, products, tools or machinery covered by this agreement will be, unless otherwise agreed, the Purchaser's exclusive



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property and strictly confidential; the Purchaser may request that these be returned whenever deemed appropriate.

The Supplier may not use the studies, plans, projects, specifications and/or other documents provided by the Purchaser to the Supplier for any kind of commercial relationship with other companies or customers.

17. INTELLECTUAL PROPERTY RIGHTS

The Supplier will be responsible for guaranteeing that the Products, including the results of any services provided to the Purchaser, do not breach any industrial or intellectual property rights of any third parties. Consequently, the Supplier will be liable for any infringement of industrial or intellectual property rights derived from their use.

The Supplier will make the necessary verifications to prove that the Products do not breach any third parties industrial or intellectual property rights or, if the Products include third parties industrial or intellectual property rights that the necessary licences are held for their use. The Supplier must be able to provide evidence of the foregoing, at the Purchaser's request.

In the event of a conflict with a third party for an alleged infringement of its industrial or intellectual property rights related to a Product or service, the Supplier will inform the Purchaser as soon as it becomes aware of the situation.

In the event of litigation due to an infringement of industrial or intellectual property rights of third parties related to the Product or Service the Supplier will bear the cost of the Purchaser's defense, as well as of other affected parties, to particularly include the Purchaser's customers, bearing any expenses and indemnification related to supply of the Product or service and fulfilment of all related contractual obligations. It will also reimburse the Purchaser for any expenses incurred as a result of such infringement.

Nevertheless, the Purchaser reserves the right to take over its defense at any time, whenever it deems this appropriate, likewise at the Supplier's cost.

The foregoing will not apply if the Supplier supplies the Product in accordance with the drawings, models or descriptions specified by the Purchaser, provided that the Supplier is unable to know in advance that the Product infringes industrial property rights of any third parties.

The Supplier will inform the Purchaser of any industrial property right prior to the Contract and related to the Product, whether or not is public domain and whether or not it is owned by the Supplier or it belongs to a third party, or is included under a licence granted by its owner.

The Supplier hereby grants the Purchaser a non-exclusive, unlimited, irrevocable and cost-free licence, able to be assigned and sub-licensed, over any industrial property rights held by the Supplier that are necessary to reproduce and use the Product.

If the Product's development is tailor-made, the Purchaser will exclusively own all development results, including any associated industrial property rights.

The Purchaser hereby reserves a unilateral and exclusive right to register, defend and uphold said rights, at its sole discretion.

Insofar as there are Product developments tasks outstanding, and at least part of the price has been paid, the Supplier will grant to the Purchaser a cost-free, unlimited and irrevocable license, able to be assigned and sub-licensed, over any industrial property rights related to the results obtained until then.



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If such developments are interrupted before the Purchaser is able to settle their payment, the Supplier will own any results obtained until then, and the Purchaser will be entitled to use the same.

The aforementioned rights, acquired by the Purchaser, in relation to the Product, will remain in force even in the event of early termination of the Contract with the Supplier.

Any extraordinary remuneration to which an employee is entitled as the inventor of a patent related to the Product will be borne by his employer, by the Purchaser or Supplier, as the case may be.

18. ASSIGNMENT AND OUTSOURCING

Unless otherwise agreed, the Supplier will be expressly forbidden from assigning the rights and obligations under this Contract to third parties.

The Supplier shall not delegate or outsource the performance of the Contract, in whole or in part, without the Purchaser's written consent. If the Purchaser authorises this, the Supplier, along with the relevant subcontractor(s), will still be jointly and severally liable vis-à-vis the Purchaser for fulfilment of the obligations foreseen in the Contract and these General Terms. In the event of a change in direct or indirect control, assignment or contribution of all or part of its assets or goodwill of the Supplier, or in the event of an internal restructuring process in the Supplier (merger, spin-off, dissolution without liquidation), the Purchaser reserves the right to terminate this contract and put an end to this commercial relationship.

19. CONFIDENTIALITY

The Supplier, including its subcontractors, employees or related third parties, are responsible to keep the strict confidentiality of any information transferred by the Purchaser or other Purchaser's group companies, and to treat such information as a commercial and industrial secret, guaranteeing that no third party is able to access the same. The foregoing will not apply to any information which the Supplier can prove:

- a) Belonged to the public domain
- b) Was transferred by a duly entitled third party, not bound by a duty of confidentiality
- c) Was already known before it was communicated.

This duty of confidentiality and restricted use will apply during the term of the commercial relationship between the parties and for ten (10) years thereafter.

Supplier agrees not to solicit Purchaser's employees with which it had contact as result of the Purchase Order or agreement with Purchaser, without Purchaser's previous written consent.

20. PUBLICITY

The Supplier shall maintain the confidentiality, and to not publicize or divulge, directly or indirectly, the execution and content of the Contract without the Purchaser's written consent.

21. DATA PROTECTION POLICY

Pursuant to the provisions established on Laws of Personal Data Protection, and its implementing regulations, you are hereby informed that any personal data provided as a result of the Contract between Supplier and Purchaser may be treated on a strictly confidential basis in order to maintain this commercial relationship, and



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will be processed in accordance with the privacy policy displayed on the Grupo Antolin website (www.grupoantolin.com).

22. AUDIT RIGHTS; INSPECTION OF SUPPLIER'S PREMISES

Supplier grants Purchaser and Purchaser's customer access to Supplier's premises and books and records for the purpose of auditing Supplier's compliance with the terms of the Purchase Order. In this context the Purchase may make an inventory of finished goods, work in progress, raw materials, any of Purchaser's property and all work or other items to be provided pursuant to the Purchase Order. Supplier will cooperate with Purchaser to facilitate the information that Purchaser may request for, including the financial information. Additionally, Supplier shall commit itself to preserve all records in the relation with the performance of the Purchaser Order, for a period of not less than one year after Purchaser Order's completion and/or for a longer period as set forth by the Client and/or for the international law. Any such audit or inspection conducted by Purchaser or its representatives will not constitute neither the exemption of Purchaser's liability for the breach of the Purchaser's obligations nor an express or tacit acceptance of any goods or services.

23. PURCHASER'S WEBSITE

Purchaser's internet website (or such other website as may be directed through links available on such website) as specified on the face of these General Conditions or in the Purchase Order may contain specific additional requirements for certain goods or services covered by the Purchase Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the Purchase Order. Purchaser may periodically update such requirements by post revisions thereto on Purchaser's website. In the event of any inconsistency between this Purchase Order and Purchaser's website, the terms of this Purchase Order shall prevail, unless the requirements specified in Purchaser's website expressly provide otherwise.

Purchaser may modify these General Conditions by posting revised conditions to Purchaser's website. Such revised conditions shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date of the publication or the revised conditions within the Purchaser's website. Supplier undertake to review Purchaser's website periodically in order to verify the validity of the applicable General Conditions and Specific Requirements from Purchaser.

24. TERMINATION

Purchaser may immediately terminate a Purchase Order, wholly or partly, at any time for any reason upon notice to Supplier. Supplier immediately shall, and cause its suppliers and subcontractors to, stop all work on the portion of the Purchase Order so terminated. Supplier shall be entitled to submit a comprehensive termination claim with sufficient supporting data to Purchaser within 30 days from the effective date of Purchaser's Order termination. Supplier shall submit all supporting information as Purchaser shall request.

If such materials are delivered to Purchaser, Purchaser shall pay to Seller the price for unpaid: (a) supplied goods and services; and (b) costs of work-in-process and raw materials incurred by Supplier in furnishing the goods and services under the cancelled Purchase Order to the extent reasonable and duly justified under generally accepted accounting principles to the terminated portion of the Order, less the reasonable value or cost (whichever is higher) of goods or materials used or sold by Supplier to a third party with Purchaser's consent.

Purchaser shall not pay for (a) finished goods, work-in-process or raw materials in excess of the cancelled Purchase Order; (b) undelivered goods which are normally in Supplier's standard stock



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or that are ready to be easily marketable; (c) claims by Supplier or Supplier's subcontractors for loss of anticipated profit, additional costs, interest on claims, product development costs and engineering costs, facilities and equipment rearrangement or rental costs, unamortized depreciation costs, and general or administrative burden charges arising from termination (d) compensation for damages and loss.

In no event shall Purchaser's obligation to Supplier for termination charges exceed the amount allowed by Purchaser's customer for Supplier's work. Purchaser shall have the right to full access to Supplier's premises in order to audit books, records, facilities, material, and inventories and whichever any other verification considered as deemed by the Purchaser to justify Supplier's claim.

25. BREACH

Any breach of these General Terms of Purchase and/or specific terms gathered in the Contract, particularly a failure to deliver, delays and/or non-conformity with the quality standards of the product or service supplied, will entitle the Purchaser, by merely notifying the Supplier, to terminate the Contract, without prejudice to its right to claim indemnification for any loss and damage suffered. The indemnification amount may be used to set off any amounts due to the Supplier and may include any cost incurred by Purchaser as a result of obtaining goods or services from another source.

26. PARTIAL NULLITY

If any clause is or is declared null and void, this will not affect the validity and applicability of the other clauses. The Parties hereby agree that any null and void clause will be replaced with another valid clause, with commercial and legal effects that are as close as possible to the replaced clause, in such a way that it may be reasonably presumed that the parties would have likewise signed the Contract with the new clause.

27. FORCE MAJEURE

Any delay in compliance, defective compliance or failure to fulfil the obligations under the Purchase Order or any contractual agreement by either party will be excused to the extent that Seller is unable to produce, sell or deliver, or Purchaser is unable to accept, buy or use, the goods or services covered by the Purchase Order, directly as a result of an event or occurrence could not have been foreseen or if it could have been foreseen was unavoidable, including, government orders, fires, floods, windstorms, explosions, natural disasters, war, sabotage or acts of terrorism; provided that written notice of such force majeure event (including the anticipated duration of the delay) has been given by the affected party to the other party as soon as possible and always during the ten firsts days after the force majeure event occurs).

During the force majeure event affecting Supplier's performance, Purchaser may, at its option, reduce or modify its delivery schedule with the affected Supplier and its replacement by another Supplier or require Supplier to provide goods or services from other sources to perform with the Purchase Order.

Supplier commits itself to use all available means to ensure that the harmful effects of any force majeure event are kept to a minimum for the Purchaser and, as promptly as possible, resume full performance under this contract. To this effect, the Purchaser may request Supplier in writing the commitment to resume the contractual relationship within 30 days. Failing that or, if required, the Supplier does not reply by the same means of communication within five days, the Purchaser may immediately terminate the Purchase Order without liability to Purchaser and with no compensation right for Supplier

28. APPLICABLE LAW AND JURISDICTION



GENERAL TERMS OF PURCHASE FOR SPAIN

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ISSUED BY: J. KUPPENS	

This agreement will be governed by the applicable law in the Purchaser's Jurisdiction. The Parties hereby agree to submit any conflict derived from the interpretation and/or performance of this contract to the Courts and Tribunals that are competent in the Purchaser's jurisdiction, expressly waiving any other forum to which they may be entitled.

29. VERSIONS

This document has been written in two versions one in Spanish Language and another in English language. In case of disagreement, the Spanish version shall prevail.