



## GENERAL PURCHASE TERMS AND CONDITIONS

### 1. ORDERS

1.1. Orders shall be sent by post, fax, email or any other system that has been previously agreed between the buyer and seller.

### 2. DELIVERY TIME

2.1. Except in case of Force Majeure, if the deadline is not respected, we reserve the right to cancel our order.

### 3. DELIVERY NOTE

3.1. Each consignment must be accompanied by a delivery note, always indicating the order number. If a consignment includes several orders, a delivery note for each order shall be set.

### 4. INVOICES

- a) An invoice shall not correspond to different orders; however an invoice can refer to different delivery notes of this order number.
- b) The invoices shall be issued in duplicate and addressed to our factory in Pulandian – Dalian.
- c) Invoices shall indicate the number and date of our order.
- d) Invoices shall indicate the exact date of payment, coinciding with the 20th of each month, as applicable.
- e) The invoice date shall not precede the date of delivery.

### 5. PAYMENTS

5.1. In general terms, payments to foreign suppliers shall be done by bank transfer due to the 20th of each month.

### 6. RECEIPT OF GOODS

6.1. All the supplied material shall be subject to a quality and quantity reception. We reserve the right to reject any delivery which does not comply to the order, even when the goods have been invoiced and have left the factory.

6.2. In the case of total or partial rejection, we reserve the right to accept the approved supply or to demand the receipt of the rejected material.

6.3. We reserve the right to visit our suppliers or representatives in order to know the manufacturing status of the placed orders, and to verify the source material for our reception control or other technical named for it.

### 7. WARRANTY

7.1. You ensure that the material you are supplying will respond to the conditions and characteristics and so you commit to repair immediately and perfectly to your full charge and to replace all or part of the supplied material that does not comply with the above mentioned conditions and characteristics, under the same conditions in the shortest term, as the reason for the repair or replacement of all or a part of the supplied material is attributable to manufacturing defects or poor quality of material used.

7.2. No goods carried out especially by our instructions, drawings or models shall not be, under no circumstances, showed or provided to other companies.

### 8. TOOLS

8.1. The samples, molds, drawings, models, special tools, etc. ... made available to our suppliers, including the invoiced in advance, will remain of our property. The samples, molds, drawings, models, special tools, etc. ... made under our order or under our instructions and billed to our supplier, will remain our property after the order execution. By order of ours, both one and the other will be restored.

### 9. JURISDICTION

9.1. The parties agree that any dispute or disagreement arising from this legal relationship shall be finally settled in Arbitral Court of Commerce of Bilbao, which entrust the administration of arbitration and the arbitrator according to regulations and statutes. The parties also agree their submission to the arbitral award rendered by this Court.