

**PEDIDO/ORDER**

Nº PEDIDO/ ORDER NUMBER	Nº SUMINISTRADOR/ SUPPLIER NUMBER

Estimados Sres: De acuerdo con su oferta indicada al pié les rogamos nos suministren los productos / servicios abajo indicados de acuerdo con nuestras Condiciones Generales de Compra incluidas al dorso.

Dear Sirs: In agreement with your budget indicated below, please provide us the products or services listed here in accordance with our general conditions of purchase included overleaf. HOJA Nº/ PAGE Nº DE/ OF

POS	CÓDIGO/CODE	DESCRIPCIÓN - Nº DE PLANO - Nº DE HRCC - Nº DE ESPECIFICACIÓN DESCRIPTION - DRAWING Nº - QRSS Nº - SPECIFICATION Nº	CANTIDAD/AMOUNT	UM	FECHA ENTREGA/ DELIVERY DATE	PRECIO UNITARIO NETO PRECIO TOTAL/ NET UNIT PRICE TOTAL AMOUNT

**OBSERVACIONES/NOTES:**

Rogamos nos confirmen la ACEPTACIÓN DE ESTE PEDIDO utilizando la copia adjunta dentro de los VENTIUN DÍAS siguientes a la fecha de emisión del mismo./ Please confirm your acceptance of this order using the attached copy within 21 days from the date of issue.  
Cítense los números de Pedido y suministrador en todos los documentos relacionados con este Pedido./ Enclose the numbers of order and supply in all documents related to this order.  
El suministro deberá entregarse acompañado de ALBARÁN por duplicado./ Supply must be delivered together with delivery note in duplicate.  
Enviar FACTURAS por duplicado a CONTROL DE PAGOS del Centro emisor del Pedido./ Send invoices in duplicate to Payments Control of the issued centre.

## GENERAL PURCHASING CONDITIONS

**1.-GENERAL.** The “**Supplier**” is understood as the natural person or legal entity with whom the company SANTA BÁRBARA SISTEMAS, S.A. (hereinafter, “**SBS**”) formally executes this order. These General Purchasing Conditions (hereinafter, the “**GPC**”) will prevail over all other conditions of the Supplier and even over those that appear in his commercial documents, and they replace all prior negotiations, conventions, or agreements, whether verbal or in writing, between the parties. Should a discrepancy arise between the provisions set forth in these GPCs and what may be indicated particularly in the order, the latter will shall prevail in all cases.

**2.- ORDER ACCEPTANCE.** The order will be deemed to be accepted on the date when SBS receives written confirmation from the Supplier, as long as said receipt occurs within TWENTY-ONE (21) days following the issue of the order by SBS. Once said period has ended, in order to consider the order valid and effective, it will be necessary for SBS to formally receive the goods and services, object of the order. When the Supplier confirms the order, he may not make any type of changes to the same.

**3.- CHARACTERISTICS OF THE GOODS AND/OR SERVICES.** The specifications, Quality Conditions Summary Sheet (hereinafter HRCC), and drawings (if applicable) indicated in the order and in the appendices thereof determine the characteristics of the goods and services to be supplied. The Supplier will be liable for ensuring that the manufacturing of the goods and services, object of the order, strictly complies with said characteristics. Any change to the characteristics will only be valid and binding for SBS if it is made by written amendment of the order, approved by SBS.

**4.- PRICE.** The prices established in the order are final, and no type of revision may be applied for any concept, unless the order expressly specifies to the contrary. In any event, SBS will not accept price revisions or increases that may not have been expressly admitted by SBS. If advances or amounts on account had been paid, they will not be revisable in any event, even if SBS had accepted a revision of the contracted prices.

**5.- FORM OF PAYMENT.** Invoices will be sent in duplicate to PAYMENT CONTROL of the SBS Center that issues the order, no later than THIRTY (30) days after receipt of the goods and/or services. Invoices must record the following: the order number; the supplier number assigned by SBS, and the corresponding delivery note number(s). **Any invoice from suppliers referred to more than one Purchase Order will not be accepted.** Payment for services and supplies will be made by check made out to the Supplier, payable within the terms established by legislation in force, unless there had been rejections at Formal Reception of the materials in accordance with section 10 of these GPCs.

For supplies from foreign Suppliers, payments will be made by bank transfer payable within the terms established by legislation in force. In the event that payment by irrevocable letter of credit were agreed, it will be necessary to submit the following documents:

- Commercial invoice
- Packing list
- Transport document.
- Certificate of conformity issued by the Supplier
- Certificate of origin

In the event that the Supplier requests a letter of credit as the means of payment, the Supplier must previously provide SBS with a bank guaranty counter-guaranteed by a first-rate financial institution, residing in Spain, that assures the collection of penalties due to delays in deliveries, the amount of which is established in the corresponding section of these GPCs. Any advance or amount will require that the Supplier previously establishes a sufficient bank guaranty, VAT included, from a first-rate financial entity, enforceable by SBS upon first demand.

**6.- SERVICES FROM NON-RESIDENTS.** The invoice must be accompanied by a certificate issued by the tax authorities of the country of residence, thereby stating that the entity is a “tax resident in the sense of Article 4 of the convention for the avoidance of double taxation signed between both countries”, in accordance with the provisions required by both Spanish legislation regulating the tax on the income of non-residents [Article 10.2 a. of Royal Decree 1776/2004 and the Ministerial Order of 9 December 1999] and in the implementing regulations of the convention on double taxation.

**7.- DELIVERY.** The Supplier is bound to make the delivery or deliveries of the goods and services at the place indicated in the order and according to the amounts and deadlines established in the same. The delivery date will be considered the date of arrival of the goods and services at the destination location. Unless previously authorized by SBS, any goods and services delivered in excess of the amounts or in advance of the dates indicated in the order will not be considered to be received by SBS, even if they had entered the warehouses of SBS. SBS may return such excess or advance goods and services at the cost and expense of the Supplier. If SBS decided to receive goods and services delivered early, it will not meet the payment thereof until the date established for the delivery thereof in the order, and SBS is authorized to charge for warehousing expenses. In no event does SBS assume the risk of loss or damage or the obligation to maintain or preserve them until the moment of Formal Reception. The Supplier must deliver the goods or services that the supplies duly packaged, accompanied by the documents that have been indicated in the order and, in any event, by all documents that may be necessary for the identification, storage, proper use, and maintenance thereof. Deliveries that are not accompanied by all the goods or documents that may form a part of the order will not be considered to be complete. SBS is authorized to simply reject the goods and services whose packaging or documentation does not comply with the aforementioned provisions. In those cases in which a delivery is made carriage forward, SBS reserves the right to select the carrier that should handle the transport.

For Chemicals products, the Material Safety Data Sheet must be sent along with the material. Without this document the material will be rejected and resent on their own cost to the supplier.

**8.- DELIVERY DELAYS.** A breach of any of the delivery deadlines established in an order will authorize SBS to declare the order to be totally or partially breached and terminated. No prior legal action or notice by SBS will be required to establish that the supplier is in default.

**9.- PENALTIES.** A breach by the Supplier of any of the delivery dates indicated in this order will authorize SBS to apply a late penalty of one percent (1%) of the amount of the delayed material for each week’s delay. The penalties regulated in this section, if they were applied to delays in deliveries from the Supplier, in no event will prevent or replace any other actions that SBS could take against the Supplier for the damages caused by said delays.

**10.- RECEPTION AND TRANSFER OF OWNERSHIP.** The goods, object of the order, will travel to the place of delivery established in the order, at cost to and the expense of the Supplier, unless expressly indicated otherwise in the order. Except for the events in which other, particular conditions may be agreed, the transfer of ownership and the transfer of risks to SBS will not occur until the Final Reception of the goods, object of the order, at the facilities of SBS. Any technical inspection, control, or reception tasks that could take place at the Supplier’s facilities may not be understood to mean acceptance of the order. For the purposes of this order, Formal Reception will be understood as the moment when SBS accepts the goods and/or services supplied by the Supplier after performing any applicable inspection tasks. Formal Reception must occur within a maximum period of two (2) months as from the entry date at the SBS Center, as long as the Supplier had returned to SBS all technical documentation and/or tooling that SBS may have eventually transferred to the Supplier for manufacturing the materials, object of the supply.

**11.- REJECTIONS.** Whenever goods and services may not be in condition to be received, either because they do not comply with the conditions set forth in the order or for any other reason, the Supplier will be formally notified of the rejection, who must remove the rejected goods and services within the maximum period of five (5) days, at his cost and expense. Once said period has elapsed, SBS will proceed to re-send the rejected goods and services to the Supplier, at the Supplier’s cost, expense, and risk. In the event that the Supplier objected to receiving rejected goods that were re-sent carriage forward, SBS will proceed to send these goods and will deduct the cost of transport from any amounts that SBS may owe the Supplier. In the event that SBS rejected the goods and services, object of this order, SBS will be authorized to, at its choice, either demand that they be replaced by the Supplier or declare the order to be partially cancelled with respect to the rejected goods and services. SBS may also claim compensation from the Supplier for the damages that SBS might sustain due to said rejection. Additionally, without prejudice to SBS’ rights to claim compensation for damages, in case of rejection of the good and services, SBS shall be entitled to impose a penalty of EUR 68 per non-conformity.

**12.- WARRANTY.** The Supplier guarantees that all supplied goods and services strictly comply with the characteristics established in the order, that they have been recently manufactured, and that they are free from any defect of service, labor, or design. The warranty to which the Supplier is bound will have a validity of TWO (2) years as from the date when SBS or the customers of SBS may make effective use of the goods or services covered by the order or of the products into which such goods may be incorporated or THIRTY (30) months as from the formal reception date of the same by SBS, whichever comes first. During said period, the Supplier will be bound to replace or repair, at SBS’s choice, and as soon as possible and at no cost to SBS for any concept, the goods and services in which SBS may find any fault or defect. Likewise, the Supplier will be liable for all costs and losses that SBS may sustain as a consequence of the existence of faults or defects in the Products. **Additionally, without prejudice to SBS’ rights to claim compensation for damages, in case of defects or failures in the good and services, SBS shall be entitled to impose a penalty of EUR 68 per non-conformity.** In the event that the Supplier did not comply with his duty to replace or repair said goods and services within the reasonable period indicated by SBS, SBS will be entitled to perform said replacement or repair at the Supplier’s cost and expense. In the event of a repair, the warranty term will be extended by the time that repair takes, except for the repaired part or component, to which a new warranty period will be applicable. If the goods or services were replaced, a new warranty term will be applicable to the same. In the event that the supplied goods and services had a limited useful life, or they incorporated products of such nature, the Supplier must indicate to SBS the prevention measures and provisions to be adopted in order to guarantee preservation during storage. Likewise, the advisable expiration date or non-use date will be indicated visibly on the packaging.

**13.- THE SUPPLIER’S LIABILITY.** The Supplier guarantees that the goods and services that may be supplied to SBS will be free from liens, charges, or encumbrances of any nature, and the Supplier will hold SBS harmless from or will indemnify SBS for any lien, encumbrances, suit, withholding right, or court or administrative decision that may be derived from a breach of the contractual duties or duties of any other nature of the Supplier with respect to his Suppliers, subcontractors, employees, workers, or any third parties with whom the Supplier may have contracted obligations of any nature. The Supplier will be solely liable to SBS for all work included in the order, and the Supplier may not link his Suppliers in any way to SBS.

**14.- TEMPORARY OR DEFINITIVE SUSPENSION OF THE ORDER.** In the event that the execution of SBS’s contract with any Customer were temporarily or definitively suspended, either partially or totally, by the unilateral decision of SBS’s Customer, SBS will be authorized to temporarily or definitively suspend, either totally or partially, the supply of the goods and services, object of this order, for which the Supplier may not make any claim from SBS for amounts or compensation other than that which SBS may proportionally receive from its Customer.

**15.- QUALITY AUDITS AND INSPECTION.** SBS, either on its own or through a third party, by delegation, will be entitled to inspect the manufacturing of the goods and services, object of the order, and may order all analyses, testing, and trials that it deems appropriate. SBS reserves the right to terminate the order in the event that, as a consequence of the inspection made, it is verified that the Supplier is incapable of complying with the technical or commercial duties or duties of any other kind assumed in the order. The Supplier declares that he has an effective Quality Assurance System suited to the needs derived from the supply, object of the order. Nevertheless, SBS reserves the right to carry out the Quality Audits that it deems necessary regarding said System in order to confirm the suitability of the same.

**16.- MATERIALS AND TOOLING PROVIDED BY SBS.** All materials, molds, and tooling provided by SBS will only be used for execution of the order and they will be considered to be placed on deposit in the Supplier’s custody, who will have to appropriately insure them at his cost and expense and return them to SBS, in a reasonable state of wear or deterioration, upon SBS’s request and, in any event, whenever the work, object of the order for which SBS had left them on deposit at the Supplier’s facilities, has finished.

**17.- PATENTS AND INDUSTRIAL PROPERTY.** The Supplier guarantees that the goods and services, object of the order that he supplies, have not been manufactured or marketed while violating or infringing the patents or industrial property of third parties that in any way may restrict freedom of use or the marketing thereof by SBS. The Supplier expressly undertakes to defend, protect, and hold SBS and its customers harmless from any claim, suit, or action originating from infractions of any kind of national or foreign industrial property because of the use, manufacture, or marketing that SBS may make of the goods and services, object of the order.

**18.- TECHNICAL DOCUMENTATION OWNED BY SBS.** All drawings, specifications, or any other technical documentation provided to the Supplier by SBS will continue to be the exclusive property of SBS. The Supplier will not make use of them for any purpose other than supplying SBS with the goods and services, object of the order. The Supplier may not assign, transfer, or in any way provide another person, including his suppliers, with the documentation delivered by SBS without SBS’s prior and written authorization, and the Supplier will return said documentation to SBS without delay at the time that the order has finalized, together with delivery of the product. SBS reserves the authority to withhold five percent (5%) of the price of the goods and services, object of the order, until the documentation provided by SBS is returned.

**19.- ADVERTISING AND CONFIDENTIALITY.** The Supplier may not, without the prior written consent of SBS, advertise or in any way disclose its commercial relations with SBS. The Supplier is bound to maintain strict confidentiality over any information, data, documents, or secrets of an industrial or commercial nature or any other nature regarding SBS or the customers of SBS, which the Supplier may become aware of on the occasion of fulfilling the order.

**20.- FORCE MAJEURE.** The Supplier may only be exempt from a breach of the obligations assumed in the order in the event that such a breach is the direct result of force majeure that is beyond the control of the Supplier and that involves no fault or negligence of any kind on the Supplier’s part. The Supplier may not allege a breach by any of his Suppliers as grounds for force majeure, unless said breach is the result of duly accredited causes of force majeure beyond the control of said Suppliers. In any event, in order for the Supplier to be able to be exempt from a breach of obligations, he must prove to SBS that it has not been possible for him to obtain supplies or services from a source other than his previous Supplier in time to meet his obligations with SBS. In any event, in order for the Supplier to be exempt from his liability for a breach, he must notify SBS of the cause of the alleged force majeure within at most FIFTEEN (15) days as from the date of occurrence of the same, thereby stating why the Supplier deems that the breach cannot be attributed to him and indicating the likely duration of the Supplier’s delay in complying with his obligations affected by force majeure. If the time of delay exceeds SBS’s forecasts for compliance with its own obligations, SBS may resolve to partially terminate the order with respect to the delayed obligations, for which SBS will not have to compensate or indemnify the Supplier for any concept.

**21.- LEGAL AND ADMINISTRATIVE PROVISIONS.** In execution of the order, the Supplier declares and guarantees compliance with all applicable laws, rules, regulations, or ordinances, whether they may be of the European Union or they may be national, regional, or municipal. If applicable, the Supplier will prove said compliance to SBS.

**22.- ORDER TERMINATION.** In the following cases, SBS may terminate the order, without any right to a claim by the Supplier and subject to notification to the same:  
• A court declaration of temporary receivership or bankruptcy of the Supplier. • The assignment of the order to a third party without express and written authorization from SBS.

**23.- APPLICABLE LEGISLATION AND JURISDICTION.** Spanish Law is applicable to the order and to the execution thereof, according to which all general or particular stipulations contained therein will be interpreted. The Supplier, expressly waiving any other jurisdiction to which he may have a right, expressly submits to the jurisdiction of the Courts and Tribunals of the city of Madrid (Spain) to resolve all differences that could arise regarding the interpretation and execution of the order.

**24.- CONTROL OF INTERNATIONAL TRADE.** The Supplier must request prior and written authorization from SBS before supplying articles, technical data, or services that are going to be supplied or provided to SBS and that are controlled by ITAR Regulations (International Traffic in Arms Regulations) or by US Export Administration Regulations (EAR). In the event that SBS may have authorized the supply of elements controlled by ITAR, the Supplier must provide a copy of the export license or, in default thereof, the following data: the license number, the category of the U.S. Munitions List (USML), or the Export Control Classification Number (ECCN), as well as the conditions included in the license, if there are any. Likewise, the Supplier will undertake to assist SBS regarding any future request of a new transfer or re-export.

**25. REGULATION ON CORRUPT PRACTICES.** In accordance with the OECD Anti-Bribery Convention and the US Foreign Corrupt Practices Act (FCPA), the Supplier undertakes not to offer, promise, or intentionally or illegally give any thing of monetary value or other advantages, whether directly or through intermediaries, to a national or foreign public servant, either for that public servant or for any other person, in order to get that public servant to perform or omit any act in compliance with his official duties in order to obtain or keep a business or other improper advantages within the context of a business.

**26. NEW AND COUNTERFEIT MATERIAL.** In performing this order, Supplier shall use only new and genuine material purchased from an Original Component and/or Original Equipment Manufacturer (OCM/OEM) and/or from a distributor that has purchased such material directly from the OCM/OEM and is authorized in writing by the OCM/OEM to resell it. Used, reconditioned, or other than new material shall not be used unless approved in advance and in writing by SBS. In performing this order, Supplier shall maintain and follow written policies, reasonably acceptable to SBS and if applicable to SBS’s Customers, for the detection of counterfeit material and the traceability of the material’s used in performing it. Upon reasonable request, Supplier shall permit the inspection and copying of such policies, and records relating thereto. Supplier represents and warrants that in performing this order, it shall use and deliver only genuine new material purchased from OCM/OEMs or their authorized distributors, and acquired in conformance with supplier’s approved policies. In addition to any other remedy available to SBS for breach of this warranty, SBS may: 1) reject material tendered for delivery; 2) revoke acceptance of any material previously delivered and accepted; 3) require Supplier to repair or replace any material previously accepted at Supplier’s expense; and 4) repair or replace, at SUPPLIER’s expense, any MATERIAL previously accepted. Supplier shall indemnify and hold harmless SBS and its Customers from all liability, costs and expenses for breach of this clause. Supplier shall incorporate the substance of this clause in every subcontract awarded under this order.

**27. CONFLICT MINERALS: DODD-FRANK SECTION 1502 - SECURITIES AND EXCHANGE ACT OF 1934, 17CFR.** Material to be delivered by supplier shall not contain any intentionally added columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives (together: “Conflict Minerals”) that is necessary to the functionality or production of material. Intentionally added means that Conflict Minerals were intentionally added by the SUPPLIER or its sub-suppliers to the material. If ordered MATERIAL contains any Conflict Minerals SUPPLIER is only entitled to confirm the Purchase and supply Material if prior ORDER confirmation, based on a reasonable country of origin inquiry (RCOI) Supplier knows or reasonably believes:

- a) that the Conflict Mineral is from recycled or scrap sources and SUPPLIER also discloses this determination in writing to GDELS-SBS and briefly describes the RCOI and its results to GDELS-SBS, or
  - b) that the Conflict Mineral does NOT originate from the Democratic Republic of Congo or an adjoining country to it (together “Covered Countries”) and SUPPLIER also discloses this determination in writing to GDELS-SBS and briefly describes the RCOI and its results to GDELS-SBS
- Should SUPPLIER not be able based on an RCOI to determine and confirm above points a) or b), SUPPLIER may not confirm the ORDER and may not supply MATERIAL but has to describe GDELS-SBS in writing and in detail the following:
- i) which MATERIAL/single component/s of MATERIAL is/are affected
  - ii) which Conflict Minerals is/are contained in the MATERIAL/components
  - iii) which is the source of the Conflict Minerals contained in the MATERIAL/components
- Based on above points i) – iii), GDELS-SBS may in its sole discretion allow SUPPLIER in writing to confirm the ORDER and supply the MATERIAL.

**28. LOPD:** Under the data protection legislation applicable in Spain, we inform you that your personal data will be included in a file of Santa Bárbara Sistemas S.A. whose purpose is the management of customers and suppliers of the company. Please note that your data may be transferred to public authorities with jurisdiction in the matter. Santa Bárbara Sistemas S.A. You undertake to respect the duty of confidentiality and ensures compliance in any case necessary security measures established in the regulations. By signing, you consent to perform such treatments and transfers of data. The signer can exercise their rights of access, rectification, cancellation and opposition to Santa Bárbara Sistemas S.A. duly proving their identity at the following address: C / Route of villages 3 buildings 7 and 8, Business Estate Cristalia, 28033, Madrid.