

# PACADAR GROUP PURCHASE ORDERS GENERAL CONDITIONS

## 1. – ACCEPTANCE OF THE PURCHASE ORDER. -

- 1.1. - Tax Identification Number of the Seller shall be stated on the invoice.
- 1.2. - Each delivery of material or service shall be accompanied by a delivery note indicating purchase order number, quantity, price and description of the item delivered as described in the Buyer's Purchase Order.
- 1.3. - The Seller shall enclose/attach together with the invoice for the goods copies of the shipping documents specified in the Purchase Order and duly signed by Buyer's personnel (with legible signature or ID card identifying this signature and bear an official entry stamp).

## 2. - PRICES. -

- 2.1. - Prices shall include transportation costs to the place of delivery as stated in the Purchase Order as well as any kind of tax or duty, except for value added tax (VAT), which shall be charged itemized on the invoice.
- 2.2. - The price also includes interests derived from the deferred payment, from the date of the invoice until its payment, according to dates and conditions indicated below, based on calculated interest rate of EURIBOR 1 year + 2 basis points
- 2.3. - Prices listed are fixed and not subjected to reviews, of any kind.

## 3. - PAYMENT. -

- 3.1. - The invoice shall be presented by the Seller to the Buyer at the Buyer's Central Administration offices, in duplicate and accompanied by the invoices referred to in paragraph 1.3., during the same month that delivery has taken place or, no more than, until the 5th of the following month. In case of exceeding this date, the invoice maturity date shall be increased by the number of as many months as the presentation of the invoice has been delayed.
- 3.2. The payment shall be made upon delivery of a duly signed promissory note, non-transferable promissory notes, in favor of the Seller, unless otherwise expressly agreed in writing and stated in the Purchase Order.
- 3.3. - The maturity date of this promissory note shall be the 25th, or next business day of the seventh month from the month following the date referred to in the invoice, provided that the invoice receipt by the Buyer takes place within the period specified in paragraph 3.1. For that purpose, Saturday is not considered a business day.
- 3.4. - No promissory notes shall be issued with maturity dates in August and December. If the payment date coincides with that month, the payment shall take place the next month.
- 3.5. - No promissory note shall be issued if the invoice by which it is supported has not been approved.
- 3.6. - Up to the date of delivery to the Seller of the note referred to in Section 3.2., neither the invoice is deemed approved, nor consequently the Sellers' rights to payment.

## 4. – ASSIGNMENT OF CLAIMS. -

- 4.1. - The Buyer will only recognize as a payable amount the authorized one as a net amount in the invoices. Upon invoice approval, the corresponding promissory note is issued.
- 4.2. - The assignment to third parties made by the Seller of rights to payment by the Buyer, arising under this Purchase Order, shall be notified by the Seller to the Buyer through a public instrument (power of attorney that must accompany an authorized copy of a copy of the assignment acknowledged before a notary public). Such notification shall take effect only after the date the notice is received by the Buyer, without prejudice to the provisions laid down in the Purchase Agreement, in relation to the fulfillment of obligations by the Seller and as for the approval of invoices.
  - 4.2.1. - If the assignment of rights to payment affects certain invoices, the notification shall indicate individually each of them.
  - 4.2.2. - In any case, other companies within the Buyer's Group shall issue and deliver the payment document always to the Seller, although the assignment of rights to payment has been previously notified.

4.2.3. - The Buyer shall not assume the assignment of the rights to payment derived from this Agreement if the procedures in different sections of this general condition 4 have not been entirely fulfilled.

- 4.3. - Once the Buyer has been notified, in accordance with the requirements stated in paragraph 4.2., and the corresponding invoices have been approved, the Buyer shall issue the promissory notes in favor of the assignee of the right to payment, waiving the Seller any possible claim to the Buyer based on the above mentioned note, with respect to both principal as well as interest payments.
- 4.4. - In the event of total assignment of rights to receive future payments, referred to in paragraph 4.2.1., the Buyer shall issue corresponding promissory notes that arise over time in the name of the assignee. This is to be done, unless the Seller notifies the Buyer by a public instrument, the desire to terminate with such practices and, at the same time, the assignee gives its consent, either explicitly in the notification itself or accompanying an authorized copy of the public instrument to terminate the contract of assignment of rights to payment.
- 4.5. - The rights of the assignee are subjected to the Seller's compliance with the Purchase Agreement and, if necessary, the Buyer may oppose to the assignee the exceptions that might have been asserted against the Seller, regardless of whether or not these exceptions are subsequent to the moment of the assignment or to the moment of its communication.
- 4.6. - The assignment of promissory notes issued by the Buyer in favor of the Seller, shall not be subjected to the procedures provided for in this general condition 4.

## 5. – DELIVERY DEADLINE. -

- 5.1. - The Buyer reserves the right to accept the goods delivered out of agreed delivery deadlines.
- 5.2. - The supplier shall tailor the execution and / or supply of the material, to the Buyer's schedule and labor calendar: Monday to Friday from 6:00 to 22:00, although delivery shall take place in the morning from 08:00 to 12:00, unless otherwise stipulated by the Parties.
- 5.3. - The failure to comply with the delivery deadline shall lead to the application of a penalty based on the total invoice value of 5% of the element of the Purchase Agreement, provided that such delay does not affect the production or the mark-up lost in production as a result of that delay. From the second day of delay a penalty of 1% per day of delay shall be added.
  - 5.3.1. - The non-respect of such deadline entails sending to the Seller a NON-CONFORMITY note which shall be stored in the case file during a period of one year.
  - 5.3.2. - Repeated non-conformities (3 or more in the period of one year) will result in audit of the Seller, or even suspension of commercial relations between the Buyer and the Seller.

## 6. – CONTRACTUAL BREACH. -

- 6.1. - The partial or full breach of any of the legal or contractual obligations accepted by virtue of this Purchase Order terminates this Agreement. In cases attributable to the Seller, in compensation for damages, the Buyer shall own the amount of pending payments.
- 6.2. - Immediate termination of the Agreement might occur based on the following conditions:
  - 6.2.1. - In the event of bankruptcy or suspension of payments by the Seller.
  - 6.2.2. - Dying or death of the Seller, if the Seller is a natural person.

The Parties hereby waive their own jurisdiction and any other jurisdiction that may correspond to them by law, and subject themselves to the jurisdiction of the Courts and Tribunals of Madrid in case of any dispute, controversy or claim arising out of interpretation or application of this Purchase Order.