

GENERAL TERMS OF PURCHASE

1. Acceptance of the order by the Supplier

- 1.1. The acceptance of the Orders by the Supplier implies the acceptance of the General Conditions of Purchase and the specific conditions that may be included in the Purchase Order.
- 1.2. The Supplier shall send an Order Confirmation indicating the total Price and the delivery date or changes if any.
- 1.3. The Supplier agrees to accept the Order provided if it is in accordance with previously established offers and that have been issued within the period of validity provided in these offers.
- 1.4. The fact of the delivery or the start of completion of the provision, means the acceptance of the order by the Supplier.

2. Contractual documents

- 2.1. The contractual documents are the Purchase Order and its annexes.
- 2.2. All clauses included in the documents exchanged before the Order will be considered nulls.
- 2.3. Any amendment to the Order shall take effect only if LOIRE SAFE gives its agreement in writing.

3. Provision of Services

- 3.1. The Supplier is the only responsible for any accident or damage that may occur during their provision, due to the presence of their personnel or to their material. Upon request, the Supplier shall submit proofs of its subscription to the necessary insurances.
- 3.2. When because of the Order, the Supplier must carry out work in LOIRE SAFE, the following rules shall be fulfilled:
 - 3.2.1. It will be for the account of Supplier the input of the required personnel, sufficiently qualified according to the work to be performed, as well as the machineries, tools and auxiliary materials needed.
 - 3.2.2. The personnel of the Supplier shall adopt the working schedules that LOIRE SAFE indicates

3.2.3. It will be at the Supplier charge, the payment of salaries, Social Security and accidents Insurances, in which all risks are included (even disability or death), as well as all means of protection and security equipment, being LOIRE SAFE free of all responsibility. The Supplier shall submit the supporting documents to be up to date in the payment of Social Security of its personnel.

4. Delivery

- 4.1. It is considered as effective date of delivery when the Supplier finish the entire service without any reservation from our side.
- 4.2. All the necessary expenses to respect the contractual delivery or to limit its delay appertains to the Supplier.
- 4.3. The delay in the deliveries entitles LOIRE SAFE to apply a penalty of 1% weekly to a maximum of 5%.

5. Follow up – Control – Reception

- 5.1. LOIRE SAFE as the end Customer or any other organization designated for that purpose, will have free access during normal working hours at the Premises of the Supplier, or those of its Suppliers and Subcontractors, to follow the progress and control the execution of the Order.
- 5.2. The progress and the execution controls made in the course of the manufacturing are intended to inform, and do not commit to LOIRE SAFE to any responsibility or release the Supplier from his responsibility.
- 5.3. The Supplier is obliged to inform of any changes that he foresees to introduce in the material composition or in their technical execution conditions. These changes can not be implemented without prior authorization of LOIRE SAFE in writing.

In the same way, the Supplier shall inform of all defects or lack of conformity which have originated comparing to the specifications.

6. Rejections

- 6.1. If after the receipt or commissioning, the material or the execution of the provision is not in accordance with the contract specifications, LOIRE SAFE has the right to:
 - Reject the material and cancel the Order.
 - Reject the material and required its replacement or brought into conformity.

- 6.2. After eliminating the defects found, the material will be again submitted to the appropriate controls and tests.
- 6.3. All expenses incurred by the replacement, the conformity or the cancellation of the Order shall be borne by the Supplier without prejudice to the application of contractual penalties or compensation for damages.

7. Delivery documents

- 7.1. All deliveries must be followed by a delivery note in which it's written:
 - N°. of Purchase Order
 - Correct designation of the items
 - N°. of order or position of each item in our order
- 7.2. Each package comes externally labelled with the address of the supplier and the number of the Purchase Order for easy identification.

8. Weights

- 8.1. The weights obtained in our own scales will be only recognized, the operation may be verified by suppliers.

9. Delivery and shipping

- 9.1. This has to be made free of charge at the place established by LOIRE SAFE. If the agreed prices are DAP (Delivery At Place), the goods must be sent by the most economical shipping, if LOIRE SAFE has not asked for a particular transport. The additional costs that could be caused as a result of using a faster transportation, to meet the delivery date of the supplier, will fully cover by him. In any case the risk of transport to the destination will be borne by the supplier.

10. Invoicing – Payment

- 10.1. The breakdown of the various components concepts of the total amount of the invoice will have the same order as the order.
- 10.2. The invoices issued under our charge, must act in our possession before 10 days of its extension.
- 10.3. Those invoices that have not been received within that period shall be returned in order to rectify the date and delayed its payment date, as if the supply or service has been completed in the new date.
- 10.4. Your invoices should be issued with all the information required by the Administration, appearing its identification number, as well as of this company.



- 10.5. Any difference in the invoice with respect to the purchase order will result in the systematic return.
- 10.6. No fractional drafts are set for partial amounts of the same invoice, unless expressly agreement otherwise and provided that the legal stipulations in force. In the course of consolidating into a draft the amount of several invoices, it will be communicated previously in writing the composition of it.
- 10.7. The payment will be at 60 days.
- 10.8. The dates established for the payments are the days 10 and 25 of each month.
- 10.9. In the case of cancellation of the Purchase Order, the advance payments done will be returned immediately

11. Warranty

- 11.1. The Supplier grants to LOIRE SAFE, for all materials/services being requested, a warranty of 24 months from the date use in the appropriate functions to the use and object, with a maximum of 30 months from the date of delivery. The supplier will repair or replace, at the choice of LOIRESAFE, free of charge, any element with defect material and/or construction. If within a reasonable delay-in case of emergency, immediately- the supplier will not correct these defects, LOIRESAFE will be empowered to undertake these works on their own or to ask them to third parties, previous information to the supplier as long as circumstances permit. All the costs will be paid by the supplier.

12. Industrial property

- 12.1. No document may be reproduced, communicated or used by third parties without the prior written authorisation of LOIRE SAFE. After placing the Order, the documents must be obligatorily returned.

13. Suspension – Resolution – Cancellation of the order

- 13.1. Any order not confirmed by the Supplier may be cancelled by LOIRE SAFE.
- 13.2. In the case of suspension by LOIRE SAFE of the order for the period of execution, an agreement about the compensation to be agreed to the Supplier will take place, being understood that the compensation will be limited to the additional costs directly caused by this suspension, excluding all indirect damages or loss of profits.
- 13.3. LOIRE SAFE reserves the right to pronounce the resolution or cancellation of all or part of the Order in case of non-compliance by the Supplier to its contractual obligations, within 15 days from the request.

The same would apply in the event that will be tested in the course of the execution of the Order, that its aim was going to be finally rejected in part or in whole if it was completed. In such cases and irrespective of the return of payments made in advance, the Supplier would be obliged to full compensation for direct and indirect damages.

- 13.4. If for reasons of force majeure or circumstances coming from end customer, LOIRE SAFE was forced to cancel all or part of the Order, the compensation agreed for this title would be at most equal to the total costs involved specifically for this Order by the Supplier at the time of cancellation considering the eventually payments that have already been made in advance.

14. Advertising

- 14.1. Under no circumstances and in no way this Order can result to a direct or indirect advertising without prior written permission.

15. Transfer of property and the risks – Retention of property clause

- 15.1. The payment of advance payments involves the transfer of property with a value equal to the partial payments.
- 15.2. The transfer of property and of the risks of the object of the Order is made at the time of transfer of risks defined in the latest edition of the INCOTERMS of the C.C.I
- 15.3. One clause RETENTION OF PROPERTY of the Supplier can not be accepted than case by case and must be expressly approved by LOIRE SAFE.

16. Applicable law and jurisdiction

- 16.1. All the Orders are subject to Spanish law. In case of dispute, the courts of SAN SEBASTIAN be, by express agreement, the exclusive jurisdiction.

IMPORTANT NOTE:

FOR LEGAL PURPOSES THE SPANISH VERSION OF THE GENERAL TERMS OF PURCHASE IS THE ONLY VALID.