



General Purchasing Conditions

08/2012



This document which is annexed regulates the general conditions which will govern the relations between the parties

1. - **SUBJECT MATTER.** - The CUSTOMER requires a series of goods for the preparation of its products or for the marketing of the same.

The SUPPLIER carries out the manufacture, treatment or preparation of materials or products, which it wishes to supply to the CUSTOMER in accordance with the specifications indicated by the latter at all times.

2. - **REQUEST PROCEDURE.** - At the time at which the CUSTOMER requires a product from the SUPPLIER it shall send a communication by means which accredit receipt of the same requesting the desired product, the number of units required and any time limit for delivery which is required.

Within a maximum of five days the SUPPLIER shall confirm acceptance of the order indicating confirmation of the price, the number of units accepted and the agreed time limit for delivery.

Any amendment of an order must be recorded in writing and be communicated by means, which accredit receipt of the same.

If five days have passed from sending the communication by means which accredit receipt of the same no communication has been received from the other party by the same means amending or rejecting the communication the CUSTOMER may proceed unilaterally to cancel the same or demand its performance.

3. - **ORDERS.** - Orders requested must be delivered in accordance with the specifications of the CUSTOMER and in accordance with the requirements specified in the annex DELIVERY REQUIREMENTS, it being possible to amend the same by way of communication in writing and in any event:

a) Each product must be perfectly identified as indicated in the annex DELIVERY REQUIREMENTS.

b) Remittances or dispatches must contain a delivery note and the corresponding invoice, together with the information required in the annex DELIVERY REQUIREMENTS, in the absence of explicit authorisation by the CUSTOMER.

c) The delivery note must contain the order number, the amount dispatched, gross and net weight, measurement unit, express reference to whether it is partial or complete delivery and the CUSTOMER's product codes which shall be given in writing in each order.

d) The number of units, which each order sent, contains, must be included and be visible.

If any dispatch, remittance or order lacks these specifications the CUSTOMER may reject it, the cost of dispatch and return being chargeable to the SUPPLIER.

4. - **BREACH OF TIME LIMIT FOR DELIVERY.** - The time limit for delivery indicated in the confirmation fax must be respected.

If the SUPPLIER is in breach of the time limit for delivery the CUSTOMER may:

a) Reject all deliveries outside the time limit and rescind this contractual relation.

b) Continue with the contract, but applying a penalty of up to 20 per cent of the price that is to be paid for the goods delivered outside the time limit and assuming liability for any loss caused to the CUSTOMER including third party claims.

5. - **BREACH OF DELIVERY CONDITIONS.** - In the event of the goods or products requested not being delivered in a correct state or in accordance with the specifications indicated by the CUSTOMER the latter may opt to:

a) Reject the goods with dispatch and return expenses being chargeable to the SUPPLIER.

b) Reject the goods with dispatch and return expenses being chargeable to the SUPPLIER rescinding this contract.

c) Or correct the product by reprocessing it, the SUPPLIER having in this case to assume the cost of the reprocessing and any incidents, which may occur. Defects may be detected on delivery, processing or marketing to third parties.

If the SUPPLIER foresees that it will not comply with the time limits or that it will modify the products it must give notice of this in advance.

The SUPPLIER declares that it is aware of the tariffs, which the CUSTOMER has set for the reprocessing.

The SUPPLIER expressly submits itself to any opinions or reports issued by the CUSTOMER's quality control at all times.

Delivery shall be deemed as carried out at the warehouse of the CUSTOMER.

If the CUSTOMER expressly requires, the SUPPLIER must deliver the product with the labels, packaging or containers provided by the CUSTOMER. The SUPPLIER may not use these labels or the name, image or prestige of the CUSTOMER or this contractual relation as a commercial selling point for obtaining new customers.

6. - **CONFIDENTIALITY.** The SUPPLIER commits to that no data or information of the CUSTOMER obtained as a result of this contractual relation will be made public, thus being liable for any breaches of this which occur.

In the same way the SUPPLIER shall be liable for confidentiality as regards its suppliers or subcontractors.

All data, plans or requirements that the CUSTOMER provides to the SUPPLIER are confidential.

Data, formulations or any data capable of being the subject of copyright are only assigned to the SUPPLIER for the manufacture of the products, which the CUSTOMER has requested.

Copyright belongs in its entirety to the latter.

Formulas provided may not be reproduced, copied or distributed to third parties, even when the contractual relation comes to an end. The SUPPLIER must deliver them at any time they are required by the CUSTOMER.

If during the contractual relation an improvement is discovered in the formulations or any derivative/s of



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the same the copyright of the discovery shall belong to FISCHER IBERICA S.A. SOCIEDAD UNIPERSONAL.

7. - **DURATION.** - This contract shall be of an indefinite duration.

It may however be cancelled by way of one month's prior notice in writing.

And automatically without the need for prior notice in the following cases:

- a) The other party being in breach, totally or partially, of its statutory or contractual obligations.
- b) Where the other party has been declared in a state of bankruptcy, or where an application by it for suspension of payments has been admitted to process.
- c) Where the SUPPLIER does not maintain the same conditions of quality which led to it's contracting with the CUSTOMER.

In any of these cases the CUSTOMER may retain payments owed to the SUPPLIER.

The conditions of payment shall be set out in the Annex CONDITIONS OF PAYMENT.

8. - **TRANSPORT.** - The SUPPLIER shall bear the risk of the transporting of the goods. It shall be liable for any damage or loss that occurs to the goods despite the transportation having been carried out by CUSTOMER.

9. - **LIABILITY.** - The SUPPLIER shall be liable for all damage or liability caused by a defective product to the CUSTOMER or third parties, even if the latter has used the product as part of one of its own products.

In the same way the SUPPLIER shall collaborate with the CUSTOMER in the fulfilment and support of the current regulations of quality systems that both parties have the certification.

10. - **ASSIGNMENT OF PROPERTY BELONGING TO FISCHER.** - Given the specific nature of the products which may be required, it may be the case that the CUSTOMER has to assign some of its production machinery, moulds, tools, measuring instruments and other means of production to the SUPPLIER.

The assignment shall come to an end in the event of this contract ceasing to be in force or at any time following a demand being sent by fax by the CUSTOMER.

The conditions of the said assignment are annexed as CONDITIONS OF ASSIGNMENT.

11. - **INTERPRETATION CLAUSE.** - Where the context so permits, any reference to the singular shall include the plural, any reference to the plural shall include the singular, and any reference to one gender shall include the other gender.

In this Contract reference to a clause refers to a clause of this contract.

The headings of the contract are merely for illustration and shall not limit or affect their application or interpretation in any way.

If any provision of this Contract were to be declared illegal, invalid or not in force, the said provision shall nevertheless maintain its validity as far as permitted by the applicable law, having to be interpreted in such a way as to reflect the original intention of the parties. Such a declaration shall not affect the legality and validity of the other provisions.

If either of the parties does not exercise or delays the exercise of a right or action recognised in this contract or by law, this inactivity or delay shall not signify the waiver of that right or action by that party. The fact that a party exercises a right or an action recognised in this contract or by law does not prevent that party from exercising that right or action again or from exercising another right or action.

12. - **WAIVER OF OWN FORUM.** - All and each one of the disputes which may arise from the application of this Contract or in any way related to the same shall be governed by Spanish law on a compulsory basis, and shall be subject to the jurisdiction of the courts and tribunals of Tarragona, Spain. The parties expressly submit themselves to the jurisdiction of the said courts and tribunals without making any objection in this respect.

And for it to be thus set down and have the appropriate effects the contracting parties sign this contract, which is signed in duplicate, in two identical copies, in the place and on the date indicated in the heading.



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Annex 2: PAYMENT CONDITIONS

For each economic year, Fischer Ibérica, S.A.U. will negotiate with the supplier a price list for the yearly purchase of the articles that he supplies.

Outgoing from this annual reference, fischer will issue its orders valued at the agreed price, with these prices being obligatory in fulfillment for both parties, as well as the references or article numbers of Fischer Ibérica.

The delivery notes have to make reference to the orders sent by the client.

In turn, the invoices must include the following minimum information: the order number referred to, our article numbers, the description, the delivered quantities, the measuring unit in order to process the invoice, and the agreed prices with yearly character.

Fischer Ibérica pays the invoices at 60 days counting from the date of reception of the invoice. Payments will be made by means of bank transfer on the 20th of each month. The only exception being the month of August because of holiday period. In this case the expiration date will be moved to the 20th of the following month.

Fischer Ibérica, S.A.U.

Supplier:

Name, date and signature

Name, date and signature