

GENERAL CONDITIONS OF PURCHASE

1. Provided there is no other agreement stating otherwise, the general conditions expressed herein are to be applied to all our operations.

All conditions stated herein are to be accepted regardless of the supplier's written consent, being the same essential part of the order.

It will, therefore, be considered as invalid any clause added by the provider to their invoice, delivery note, correspondence or any other addition to the current order's special conditions.

2. INVOICES

Invoices must show both the delivery note and the order number. The materials must be presented in the same order as the delivery note with the vehicle registration COMPONENTES DE VEHÍCULOS DE GALICIA, S.A.

3. DELIVERY NOTES

Materials must always be accompanied by a delivery note that will include the following: date, **order number** and any other relevant information outlined in the order; it will also include its name and the specific code of the consigned material. In the event of a breach of the requirements specified in paragraphs 2 and 3, the invoice value for payment purposes may be extended 30 days without further notice.

4. DELIVERY OF MERCHANDISE

Those deliveries that do not conform to all the prescribed standards may be rejected upon reception.

The goods will be delivered at our Porriño warehouses and therefore, the goods will travel at the supplier's own risk; we will cover the transportation. We will assume the responsibility for any damage to the goods once the material has been received by the warehouse manager.

The delivery note will only be valid once it has been signed by the warehouse manager.

We will not accept invoices for goods that have not been ordered.

5. DELIVERY

The delivery time indicated on this order form is strict and essential,

In the event of breach thereof, COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. reserves the right to choose one of the following options:

- a) To maintain the order and apply to the supplier a 2% penalty rate of the amount of the consigned material for each week of delay; this excludes the right to seek redress for further damage.
- b) To cancel the order by just notifying the supplier.
- c) To purchase the undelivered materials elsewhere, with the supplier's risk and danger

except the right to seek redress.

6. MATERIALS DELIVERED IN EXCESS

COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. will not assume responsibility for material delivered in excess, even in the event of this excess material being delivered at our warehouses.

7. EXAMINATION OF GOODS

Only the Control Office at COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. is authorised to carry out the verifications of the conditions and quality of the consigned goods.

8. NONCONFORMING GOODS

COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. may report any fault or differences about the goods delivered both upon and after reception up to one year, even when the invoice has already been paid.

A claim about the difference in quantity and about patent defects may be raised within two months from the date of reception of goods. Payment does not mean conformity. In the event of finding goods defects and/or faults, COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. may:

-Refuse the goods and require them to be replaced by the same amount.

-Refuse goods without replacement by the supplier.

-Refuse the whole order and cancellation; COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. may also seek compensation for damages and losses.

-Ask the supplier to assume the required amount in order to avoid the damage that could report COMPONENTES DE VEHÍCULOS DE GALICIA, S.A., the total or partial return of the amount delivered.

-Removal of refused goods must be conducted by the supplier within a period of 7 days. Failure to do so, it will be performed by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A., and all the costs incurred will be assumed by the supplier.

COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. may replace goods from another supplier.

9. PAYMENTS AND NON-COMPLIANCE

Verification of non-compliance by the supplier entitles COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. to withhold due payments for previous deliveries as collateral as a consequence of the supplier's breach.

Invoices will be submitted within 5 calendar days from the date of delivery of goods. Two copies will be sent and they will include goods corresponding to only one order. In the event of the material being fully or partially returned by our Control Office, COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. will return or pay the invoice with the corresponding fee.

10. WORK ON MODELS OR PLANS PROVIDED BY COMPONENTES DE VEHÍCULOS DE GALICIA, S.A.

Models or designs provided by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. can neither be copied by the supplier nor transferred to third parties or used for any purpose other than the manufacture of parts for COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. These designs or models must be returned without delay upon request to COMPONENTES DE VEHÍCULOS DE GALICIA, S.A.

-The parts produced by the supplier according to drawings or models provided by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. can only be sold to the latter and the supplier undertakes to destroy those returned parts rejected by quality control that are beyond repair and new delivery to COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. or third parties.

-Therefore, it is considered illegal any copying, recording, manufacturing, commerce, advertising, sale or use carried out by the provider for a different purpose to that defined in the previous paragraph. The supplier is banned from registering under any type of industrial property of any of the provided items as well as the designs or the manufacturing processes.

The custody of these models is the full responsibility of the supplier; any damage caused by an unusual use is also the responsibility of the supplies. In any case, it is the supplier's responsibility to return damaged or worn out tooling.

11. SUPPLY OF PATENTED PRODUCTION

When placing an order, the supplier assumes with COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. full responsibility for the goods to be supplied, ensuring they are and will not be produced against third party patents, thus guaranteeing COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. the freedom and license of use and trade, both in Spain and abroad.

12. PROHIBITION AGAINST ADVERTISING

The supplier will not make use of publicity, neither in their own nor third party interest, with regards to sales made by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A., unless it is authorised by the latter and it includes the specific conditions laid out by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A.

13. PROHIBITION AGAINST ASSIGNMENT

Orders by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. will not be assigned. It is expressly agreed that the credits arising from supplies to COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. will not be subject to assignment or delegation.

14. TOOLS AND GAUGES

In order to address requests for spare parts by COMPONENTES DE VEHÍCULOS DE GALICIA, S.A., the supplier undertakes to keep and maintain in perfect condition for a period of five years all tools, dies and gauges needed for the manufacturing or testing of parts or assemblies supplied to COMPONENTES DE VEHÍCULOS DE GALICIA, S.A. The 5-year period will start after the last order placed by the supplier.

15. JURISDICTION

The Court and Tribunal of Vigo.