

GENERAL PURCHASE CONDITIONS

0. -ACCEPTANCE- 0.1 This order shall not be binding for the parties until the moment of its acceptance. The acceptance can be: express, through an acknowledge of receipt of the order, signed by the Supplier, or tacit, understanding as such the starting of the works intended for its production or manufacture, the delivery of the object of the order or the rendering of the service. 0.2 Except if agreed otherwise between the parties, CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL, shall not accept terms or conditions other than the ones specified in their orders and "Delivery Schedules" included in the letters, invoices or any other document issued by the Supplier.
1. - OPEN OR CLOSED ORDER.- 1.1 Open orders. This kind of order is used for all the products with a repetitive consumption, indicating the product, place of delivery, price and purchase conditions, and the Supplier has the obligation to deliver the supplies according to the amounts and delivery dates established in the Delivery Schedules. 1.2 Closed orders. This kind of order is used for all the products with a non-repetitive consumption. The amounts and delivery sated shall be the ones established in such orders.
2. - SHIPMENTS.- All the material shall be adequately packed, and each package shall be identified including a reference to the manufactured part and indicating the amount of parts included in the package. Likewise, the corresponding delivery note and, if relevant, certificates about materials, dimensions, etc., must be included along with goods. The lack or any deficiency in any of these documents might give rise to the non-acceptance of all the goods.
3. - DELIVERY SCHEDULES.-3.1 The deliveries must be made effective in accordance with the amounts and dates specified in the Delivery Schedules supplied by the Purchaser. The Purchaser shall not be obliged to pay any material or item delivered to him in excess of the amounts specified in the Delivery Schedules and shall be entitled to cancel temporarily the scheduled deliveries without any obligation to change the price or the Terms and Conditions of this Purchase Order. 3.2 If the Supplier anticipates to the scheduled delivery date, CMP shall be entitled to return the received amount, corresponding to the Supplier the transport risks and expenses. 3.3 The Logistics Department shall send a weekly delivery schedule; should there be any change during the week, they shall be sent along with it.3.4 Information about additional delivery expenses. The Supplier shall inform about the additional delivery expenses incurred due to the nonfulfillment of the deliveries.
4. - PARTIAL DELIVERY - If only a part of the goods are delivered, CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL shall be entitled to accept the partial delivery and to choose between the specific fulfillment and the termination with respect to the rest of the goods. CMP shall also be entitled to choose between the non-acceptance of the partial delivery and the cancellation of the order. In all the abovementioned cases, without prejudice of the indemnity for damages that may be applicable.
5. - EXCUSABLE DELAYS.- The Supplier shall be responsible for any delay or defaults in the delivery of the purchased materials and/or contracted works, except if such delays or defaults are due to a force majeure event or to any other event beyond the control of the Supplier and without any guilt, negligence or *mens rea* on his part. The Supplier shall send a written notice to the Purchaser, informing him about any delay that he may anticipate, and including the reasons for such delay, which shall not be excusable until the Purchaser has been informed about it and accepted it in a written notice. Any delay due to the default of a Supplier's subcontractor shall not be excusable except when the reason for such default of the subcontractor is due to a force majeure event or to any other event beyond his control and without any guilt, negligence or *mens rea* both on the part of the Supplier and of the subcontractor. In this case, the Supplier shall also prove that he has not been able to obtain goods or services from other source to meet the Delivery Schedules on a timely manner. For the purposes contemplated in this article, the Supplier shall be obliged to prove his diligence to the Purchaser, and also the fact that he has used his best efforts to meet all the Delivery Schedules in accordance with the terms and conditions and with the specifications of the Purchase Order.
6. - RECEIPT, VERIFICATION AND ACKNOWLEDGEMENT.- Until the goods have been received in CMP, they shall not be considered to have been delivered or put at our disposal. Up to that moment, all the risks shall correspond to the Supplier. The verification and acknowledgement of the goods or works (weight, quantity, quality, functionality) shall be performed in CMP, or in the registered office of the Supplier, if we consider it fit according to our exclusive criteria, either by the staff of CMP or of our customer. Should there be any litigation due to discrepancies in the results of the verifications; a duly approved external laboratory shall act as arbitrator. All the costs incurred in the resolution of the litigation shall be met by the company responsible for the error in the verification. The unloading signature or seal does not involve a definitive acceptance of the goods or work. If, within a period of 60 days, a difference in quality is found in such a way that it does not meet the specifications, in the whole or in part of the goods, CMP reserve the right to charge expenses as compensation, or to return the goods (raw material or defective parts found in process). If a selection or recovery process is found to be necessary, CMP shall inform the Supplier so that he can perform it. Only in special cases and with the prior agreement of the Supplier, shall CMP be in charge of performing such operations, charging the corresponding costs to the Supplier.
7. - ACKNOWLEDGMENT OF RECEIPT.- The Supplier, at the moment of the dispatching part or all the goods, shall send CMP the corresponding delivery note or receiving order, indicating the order number, and if relevant, a notice about the dispatch of the goods by railway or through an Agency. The valid weight, quantity and number shall be the ones resulting after the delivery at the Warehouses of CMP.
8. - TRANSPORT AND PACKAGING.- No transport, packaging or cartage charge shall be admitted unless previously agreed in written between the parties.
9. - CORRESPONDENCE.- Every correspondence, label, delivery note or invoice corresponding to the orders shall include the reference number of the parts and the order number. The lack of any of these elements may entail its return to origin.
10. - QUALITY AND CONFORMITY.-10.1 The Supplier is responsible for the quality of the supplied parts. Likewise, the Supplier undertakes to keep a quality control and management system, in accordance with the criteria defined in the technical documentation. CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL reserve the right to perform a quality control and management inspection of the Supplier, whenever they consider it fit. 10.2 CMP reserve the right to agree on an ESTABLISHED LEVEL OF QUALITY for specific products and suppliers. 10.3 No technical modification whatsoever shall be performed without the prior written consent of CMP. In particular the Supplier shall inform CMP about the use of new tools or about any new procedure in the manufacture of the ordered goods, or about any change in the Manufacture Facilities. The customers of CMP or their representatives, shall be entitled to verify, in the facilities of the Supplier and his subcontractor, that the subcontracted product meets all the specifications, and such verification shall not be used by the supplier as an effective quality control proof on the part of the subcontractor. The verification performed by the customer shall not exempt the supplier of his responsibility of delivering an acceptable product nor shall it prevent an ulterior non-acceptance of the product by the customer.
11. - CANCELLATION OF THE ORDER.-11.1 CMP shall be entitled to make a definitive cancellation of an order to a Supplier, provided that they send written notice of such final cancellation. In such case CMP shall take charge of the amount of parts included in the last schedule as month M as well as of the raw materials corresponding to the delivery of the month M+1. In any case, after our Quality Assurance Department gives its approval to these materials. 11.2 CMP shall be entitled to cancel the order to a Supplier and, if applicable, demand the return of the tools, if they are property of CMP, if its monthly valuation for a specific code is repeatedly a "C" in any of the following aspects: Quality of the products.- Meeting of delivery dates. 11.3 The Purchaser shall be entitled to cancel forthwith a Purchase Order if any of the following events or any other of a similar nature should occur. Filing by the Supplier of a temporary receivership application, restructuring (even an application for an administrative permission to lay off staff or a voluntary bankruptcy), application by third parties of a voluntary bankruptcy del Supplier, provided that they do not abandon such proceedings within thirty (30) days from the date of application of the appointment of a comptroller, official receiver or liquidator of the Supplier, and provided also that such appointment is not cancelled within thirty (30) days from the date in which it is made. Performance by the Supplier of a transfer for the benefit of his creditors s. 11.4 The Purchaser reserves the right to cancel fully or partially the works contemplated in the Purchase Order, if the Supplier does not make effective the deliveries according to the conditions provided for in the Delivery Schedules or if he complies with the work progress schedule, in such a way that it endangers the execution of the works, not correcting such nonfulfillment within ten days from the receipt of a written notice sent by the Purchaser indicating such defaults or nonfulfillments, or if the Supplier violates any of the terms and conditions of this Purchase Order, including its guarantees.
12. - RETURNS.-The goods rejected by CMP, unusable or inappropriate shall be at the disposal of the Supplier so that he can collect it using his own means of transport, during the two working days following the notice. If the Supplier has not collected the goods by then, CMP shall send them to the Supplier COD through a courier agency, and the Supplier has the obligation of substituting them immediately (except otherwise agreed), carriage paid.
13. - PRICES.- The prices of the products, goods and works shall be understood to be always prices ex-works CMP (except otherwise agreed on writing). Under no circumstance shall the order be invoiced at a price higher than the specified price, without prior notice and written acceptance by CMP.
14. - INVOICING.- The invoices shall be sent to CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL and in duplicate. If the form of payment is not expressly specified, it shall be understood to be Confirming/Payment by direct within 90 days from the invoice date. The payments shall be made effective as agreed (due dates on the 10th and 25th of the corresponding month). The invoices of tools (stamping, dies, etc.) shall include the validation date; a report issued by CMP, and that shall always be attached along with the invoice, being a compulsory requirement for the collection. In the case of incorrect invoices, either due to errors in quantities, dates, prices, etc, they shall be sent back to the supplier, who shall then issue a corrected invoice, changing the date and the due date according to the new issuing date of the invoice.
15. -TAXES.- All the taxes and excise duties of any kind that may be accrued with relation to this order shall be borne exclusively by the Supplier, with the exception of the value added tax.
16. -GUARANTEES.- The Supplier shall indemnify and keep CMP indemnified, against any claim that may arise due to patent, trademark or utility model infringement, and shall defend them at his own expense in any litigation related to it, provided that the manufactured products do not correspond to plans supplied by CMP.
17. -INSURANCE.- The Supplier shall defend and, if relevant, shall indemnify CMP, against any claim that may be filed and/or any responsibilities that may be demanded, due to damages or deaths caused by accidents produced by reason of the inadequate execution of a work, due to the use of defective material or because of any act or omission of employees of the Supplier and of his subcontractors, present in the factory of CMP, or during the performance of their duties.
18. -RESERVE OF RIGHTS.- All the studies, diagrams or any other technical documents delivered by CMP, to the Supplier, will continue the sole property of the company CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL as well as confidential. The Supplier shall not make use of them with any purpose other than the ones necessary to answer an Offer Request or to supply the Purchaser the items requested in an order. After making use of them, the Supplier shall return forthwith all the documents and their corresponding copies to the Purchaser. The Offer Requests and the Orders shall also be of a confidential nature, and shall only be disclosed to third parties with the written consent of CMP.
19. -MATERIAL SUPPLIED BY THE PURCHASER.- 19.1 any material supplied by the Purchaser, except in the case of valuable consideration with relation to this Purchase Order, shall be considered to have been deposited in consignment for its use, in accordance with this order, by the Supplier. The Supplier shall identify this material in his accounts as being the property of the Purchaser.
20. -TOOLS.- 20.1 Except agreed otherwise, the Supplier shall supply, at his own expense, all the dies, tools, gauges, fixed installations, moulds and models necessary for the production and control of the material object of the order, keeping them in good working condition and replacing them when necessary. 20.2 The Supplier shall keep, at his own expense, an insurance to cover all the items included in section 20.1 and, at the request of the Purchaser he shall deliver a proof of the existence of such insurance. 20.3 The tools manufactured by the Supplier or by third parties at the expense of the Purchaser, shall be property of the company CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL, which places the order, and as a consequence, all the tools shall include visible and indelible marks identifying such property adequately in the in the Purchaser's accounts. 20.4 If, at the request of the Purchaser, it was necessary to change the tools mentioned in Section 20.1 due to changes in the original design or specifications, all the corresponding expenses would be borne by the Supplier, except agreed otherwise. 20.5 The invoice of the Supplier shall include a detailed list of all the tooling manufactured by him or by third parties at the account of Purchaser. 20.6 The Supplier shall be responsible for the maintenance, care and substitution of such tools. 20.7 The Supplier shall keep at all times an insurance covering risks of fire and all related risks, at his own expense, for the real value of the abovementioned tools and in the name of the owner. 20.8 The Supplier shall not be entitled to manufacture, with the tools property of the Purchaser, any product for any third party. 20.9 The tools cannot be transferred, transformed or destroyed without written consent of the Purchaser. 20.10 When the Purchaser so requests, the Supplier shall indicate the location of the abovementioned tools that shall be at his disposal at all times, and which shall be given to him at first request. 20.11 In the case of attachment against the Supplier by a third party, with reference to materials or tools property of the Purchaser, in relation to which the Supplier is acting as a mere depositor in consignment to be used for the purposes of execution of the orders, such circumstance shall be indicated, giving notice immediately about the fact to the owner, if the attachment was initiated with his opposition, so that he can exercise the defence of his rights. Under no circumstances shall those materials or tools be included in the assets of the Supplier as his own property, in the case of temporary receivership or bankruptcy.
21. -SECURITY STOCK.- In the case of Open Orders, the Supplier shall keep a security stock of finished products and/or raw material, as mentioned in the corresponding schedules.
22. -SUBCONTRACTING.- The Supplier shall not subcontract any part of the work to be performed under any order without the prior written consent of the Purchaser. The purchase of raw material or ordinary materials shall not be considered a subcontracting according to the meaning of this section. The Supplier shall deliver copies of all the subcontracts to the Purchaser.
23. -APPLICABLE LAWS.- In the execution of any work provided for in an order, the Supplier declares and guarantees that he will comply with all applicable laws, rules, regulations or ordinances, either International, National, Regional, Provincial or Municipal.
24. -APPLICABLE JURISDICTION.- For any dispute that may arise, the contracting parties submit themselves, waiving expressly any other jurisdiction that could correspond to them, to the Courts and Tribunals of Logroño.
25. -ENVIRONMENTAL FEATURES. All the products or materials purchased and used in the manufacture of parts, must meet all the requirements and standards applicable in the country of manufacture and sale. (For example requirements and standards referred to the Environment, electricity, electromagnetic compatibility and safety).
26. - NONFULFILLMENT OF PLANS AND/OR SPECIFICATIONS OF PRODUCTS AND/OR SERVICES.- All the expenses or damages that may be caused to CMP as a consequence of the default by the Supplier of the specifications and/or plans of the contracted products and/or services, as well as of the claims filed by customers of CMP for the same reasons, shall be borne by the party supplying such product or providing such service. The use by CMP of a non-compliant product or service does not exempt the supplier of his responsibility.
27. -ANY TERM OR CONDITION THAT MAY BE IN CONFLICT WITH THE ONES INCLUDED IN THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID.
28. -According to the Constitutional Law of Protection of Data in force 15/1999, we inform you that the given data will be included in an automated file owned by CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL, which you can have the right to modify or cancel. If you don't want to receive any information of our products or future actions, you can send a letter to CMP AUTOMOTIVE ANTIVIBRATION SPAIN, SL, C/ naval I, P. Ind. Cantabria, 26009 LOGROÑO (La Rioja)
29. INFORMATION SECURITY POLICY CMP may require from the successful bidder any evidence of compliance with the applicable legislation, in accordance with what is stipulated by both parties, as well as with the security requirements established in the supplier security policy. To this end, CMP reserves the rights for the following actions: 29.1 Review or audit the Information Security safeguard mechanisms that the successful bidder has implemented and that are related or involved with the systems used in the provision of the contracted service. 29.2 Review or audit the successful bidder's compliance with the applicable legislation in accordance with the provisions of the contracts signed by both parties. 29.3 Require from the successful bidder the documents derived from the audit processes carried out by the latter, as well as any other evidence regarding compliance with the applicable legal framework and the requirements imposed by this assignment. 29.4 Request the implementation of any organisational, technical or legal mechanism that you consider appropriate to guarantee Information Security.