

## Purchase General Conditions

### 1. ACCEPTANCE OF THE ORDER

Supplier shall send a copy of the order duly conformed as acceptance of the same within two (2) days from the date of issuance. Once these two (2) days have elapsed and without having been received by the Purchaser, it shall imply the unreserved acceptance of all stipulations. Any modification and innovation of the Supplier's terms and conditions of sale shall be invalid. Only modifications contained in a REVISION to this order shall be considered valid. Once the order has been accepted it cannot be cancelled by the supplier, in case of cancellation ADT reserves the right to apply a penalty of 30% of the total order.

### 2. DRAWINGS AND DOCUMENTATION

The Supplier shall provide, if specified in the order, the drawings necessary for approval, instruction and maintenance manuals, manufacturing and/or warranty certificates, manufacturing parts and other information requested in the order and/or in the annexes or supplements. The preparation of this documentation shall be made at the Supplier's expense. The documentation required for each order shall also be understood as part of the supply and the delivery of the same shall be included within the limits indicated in the order confirmation. All documentation regarding Packing List, Delivery Note or Transport Documents shall be sent to [logistics@adtps.es](mailto:logistics@adtps.es) / [purchase@adtps.es](mailto:purchase@adtps.es)

### 3. QUALITY CERTIFICATES

The original should be sent to the following address: [QUALITY@ADTPS.ES](mailto:QUALITY@ADTPS.ES)

### 4. INSPECTION

The Purchaser reserves the right to inspect the material prior to shipment at the Supplier's workshops, and at those of its subcontractors who shall be required to be approved by ADT as well as to inform of the name of its subcontractors in the order confirmation. This inspection shall not relieve the Supplier of its warranties and responsibility to supply the material in strict accordance with the specifications. The Purchaser reserves the right to dispense with factory inspection, without waiving its right to inspect the material at destination. If the material is rejected at destination, and even after installation and start-up, it shall be returned to Supplier for refund or replacement free of charge to Purchaser. At its discretion, the Purchaser may make the necessary repairs and charge the Supplier accordingly.

### 5. CANCELLATION

Buyer may cancel the order at any time, in whole or in part, by giving written notice to Supplier. Upon receipt of such notice, Supplier shall stop all work on the order and shall use its best efforts to cancel outstanding orders and subcontracts on terms satisfactory to Purchaser.

### 6. WARRANTY

The Supplier warrants that all materials or services supplied under this contract:

- a) Strictly comply with the specifications, drawings or other descriptions indicated by the Purchaser. Always in accordance with the latest applicable standard.

- b) Are free from defects, are of the material specified and have been designed and manufactured in accordance with Buyer's specifications.
- c) They are new (not used or reconditioned), merchantable and fit for the purpose for which they are intended.
- d) Supplier warrants the material against all defects for a period of eighteen (18) months of continuous operation or twenty-four (24) months from delivery of the material.

The Supplier shall be liable for all direct or indirect damages caused by defects in the material supplied, as well as for all costs incurred by the Purchaser and related to this contract.

The Supplier shall indemnify and hold the Purchaser harmless from any third party claims relating to damage caused by the material supplied.

#### **7. DELIVERY OF MATERIALS**

All material shall be delivered with a delivery note in triplicate indicating:

- (a) Date and ADT order number.
- b) Nature of the goods delivered.
- c) Number of packages and weight of each one of them.
- d) Code number per item indicated in our order.
- e) Unit and total prices, taxes and discounts.
- f) The delivery note must be valued.

#### **8. PACKAGING**

The material and/or equipment shall be suitably protected and packed to avoid any damage, especially to the machined and polished parts. ADT will not accept any charge for packing, if it has not been specially agreed. The packaging must indicate externally the sender and our order number.

#### **9. PENALTY**

If on the date of completion of the delivery period the order has not been fully completed, a penalty will be applied according to the specification in the order for each week or fraction thereof of delay, with a maximum according to the specification in the order. The order is considered fulfilled on the date on which all the required material and documentation is received at the destination.

2% per week up to a maximum of 10 weeks of the total order material and documentation.

#### **10. PRICES**

The prices indicated are considered firm and not subject to change, unless otherwise agreed in writing.

The price includes all types of packaging, transport, insurance, etc. (VAT not included) and any surcharge for these items, not included in the order, shall be for the account of the Supplier.<sup>12</sup>

FACTURACIÓN

The original of each invoice must be sent for each delivery note, indicating our references and order number. Deviations from the purchase order will not be accepted. Any possible deviation will be compensated with a credit note.

Invoices must also include the same information as required for delivery notes. All invoices must be addressed to the Head Office of this company located at Avda. Zaragoza 20 Naves 2-12 50420 Cadrete Zaragoza, by ordinary mail or send a copy in advance to the email address: [accounting@adtps.es](mailto:accounting@adtps.es), the term will begin to count after the date of receipt of the invoice, regardless of the place where the goods have been supplied.

### **13. PAYMENT TERMS**

In accordance with the provisions of Law 3/2004 of 29 December. 60 days Date of receipt of invoice or BL in case of intra-community.

### **14. COMPETENT COURTS**

The mere fact of acceptance of our orders by our Suppliers implies, in the event of litigation, submission to the jurisdiction of the Courts and Tribunals of Zaragoza, expressly waiving any other jurisdiction that may correspond to them.