

GENERAL PURCHASE CONDITIONS

1.- GENERAL CONDITIONS

These General Conditions regulate the conditions of purchase/sale/service provision/performance of the products/services/works specified in the Order. Any exception to these General Conditions by the Supplier shall only be valid if it has been expressed in writing prior to the acceptance of the order and has been approved by AICOX SOLUCIONES, S.A.

If no notification to the contrary is received from the Supplier within 2 days, the Supplier shall be deemed to have accepted these General Conditions.

2.- PRICES

The agreed prices of the products/services/works object of the order are considered fixed and not subject to modification by the Supplier.

The unit prices established in the order do not include VAT.

3.- DELIVERY TIMES

The delivery dates indicated in the order are considered non-extendable. In case of deliveries outside the established deadlines, the Customer reserves the right to cancel the order.

4.- TRANSPORT

The shipping conditions generally will be DDP at AICOX SOLUCIONES, S.A. warehouses, unless other conditions are expressly agreed.

5.- INSPECTION

AICOX SOLUCIONES, S.A. reserves the right to inspect all materials and/or equipment ordered at the place of manufacture or storage and to control that the services or works requested are performed as agreed.

For this purpose, authorized persons of AICOX SOLUCIONES, S.A. shall always have free access and for the duration of this contract to the facilities of the Supplier or its subcontractors.

Such inspection shall be carried out in such a way as not to unreasonably delay the Supplier's deliveries and/or works.

When these are completed, the corresponding quality controls shall be carried out. In the event of non-compliance, the Supplier shall be notified and shall be responsible for the costs arising from such compliance.

6.- DELIVERY AND ACCEPTANCE

The delivery of the products shall be made on the date, at the place and under the conditions agreed with AICOX SOLUCIONES, S.A.

Only the quantity of material controlled at the time of delivery shall be recognized as valid.

In case of excess material upon delivery, the Supplier shall be responsible for the cost of returning the material.

The delivery to the personnel in charge of the reception of the goods does not imply the acceptance of the same, which will always be received but in the absence of subsequent verification. If this verification results in non-conforming material, it will be returned to the Supplier, at the Supplier's expense.

The packaging of the products shall be appropriate for their transport, conservation, and storage. Any damage caused by defects in the packaging shall be borne by the Supplier.

7.- WARRANTY AND LIABILITY

The Supplier guarantees the products/services/works against all defects and for the period established in accordance with the legislation in force, starting from their commissioning.

During said warranty period, the Supplier undertakes to replace, repair the defective products and to carry out the additional services/works to obtain the agreed result, including the necessary materials, at no additional cost to AICOX SOLUCIONES, S.A.

8.- PAYMENT AND INVOICING

Invoices must be sent to the attention of the Supplier Accounting and at the latest one week after the delivery or completion of the service/work to keep their due date. In these invoices reference must be made to the AICOX SOLUCIONES, S.A. order number and the Supplier's delivery note number.

The products delivered outside the facilities of AICOX SOLUCIONES, S.A., must be documented by means of a copy of the delivery note stamped/signed by the receiver, attaching it to the corresponding invoice.

The payment method of AICOX SOLUCIONES, S.A. will be 90 days with payment days 10 and 25. The choice of the bank is exclusive competence of AICOX SOLUCIONES, S.A.

9.- INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier guarantees AICOX SOLUCIONES, S.A. the maintenance and custody of the drawings or designs used by AICOX SOLUCIONES, S.A. for the purpose of the contract, and they may not be copied or used in any form other than that foreseen by the latter.

10.- PERSONAL DATA

For the purposes of Law 15/1999, of December 13, 1999, on the Protection of Personal Data, the parties authorize the automated processing of personal data provided by the other party for the duration of the contract, who have the right to access, rectify and, where appropriate, cancel the personal data by written request.

Likewise, both parties undertake, in the use of the data included in the automated file, to respect its confidentiality and to use it in accordance with the purpose of the file.

11.- ATTRIBUTIONS OF THE COMPETENT JURISDICTION

For any discrepancy regarding the interpretation and/or execution of the present contract, the parties will try to solve it amicably.

If an amicable solution cannot be reached, the parties expressly submit to the jurisdiction of the Courts and Tribunals of the city of Madrid.

12.- COUNTERFEIT CONTROL

For the activities of AICOX SOLUCIONES, S.A. it is essential to guarantee the supply of original and not counterfeit goods, so any supplier will guarantee to AICOX SOLUCIONES, S.A. the supply of new, authentic and not used goods (unless it is agreed in writing the supply of used goods). To this end, our company requests as a condition in its orders that all items are original, and this is established as a contractual condition.

AICOX SOLUCIONES, S.A. works directly with authorized manufacturers and suppliers with whom it establishes representation contracts or collaboration agreements. In cases where these contracts do not exist, the supplier will be informed that he can only purchase items directly from original component manufacturers or distributors authorized by them.

AICOX SOLUCIONES, S.A. does not authorize the supply of items with other origin, unless previously agreed in writing. In such a case, the Supplier shall provide convincing evidence to justify the traceability of the supply (e.g. documentation authenticating the traceability in the supply chain of the parts back to the original manufacturer) and include all measures taken to ensure that the items thus purchased are new, unused and authentic.

If Counterfeits or goods suspected to be Counterfeits are supplied under the Order or are found in any of the goods delivered hereunder, AICOX SOLUCIONES, S.A. may, at its sole discretion, return the items, freight collect, to Supplier and Supplier shall replace them, freight prepaid, with items acceptable to AICOX SOLUCIONES, S.A. under this clause, in the shortest possible time. Moreover, in addition to the replacement requirement, AICOX SOLUCIONES, S.A. may hand them over to the authorities for investigation. The Supplier shall be responsible for all costs related to the seizure, removal, replacement and any other additional costs incurred by AICOX SOLUCIONES, S.A. in connection with the supply of goods in breach of this clause.

AICOX SOLUCIONES, S.A. reserves the right to withhold payment for any Order in which Counterfeit or suspected Counterfeit goods have been included and have been returned to the Supplier or are under investigation, until the investigation is completed, the replacement of the items is carried out or the Supplier has paid the costs incurred to AICOX SOLUCIONES, S.A.

AICOX SOLUCIONES, S.A. will check that all items delivered for military orders have documentation relating to certificates of conformity, Purchase Orders or agreements, as well as test and inspection data and/or supplier certificates from the original manufacturer or those authorized by the original manufacturer.

13.- STAFF AWARENESS

The supplier must carry out the necessary actions to ensure that individuals within its organization are aware of:

- Their contribution to Product or Service Conformity.
- Their contribution to product safety.
- The importance of ethical behavior.

14.- DOCUMENTATION

The supplier shall ensure that the documentation relating to the products supplied is stored for a minimum period of 3 years or as established in the purchasing period according to the end customer's requirements.