

1. GENERAL

- 1.1 The orders of purchase dealt by **SCHUNK IBÉRICA** and contractual relations, in which it is a part, are ruled exclusively by the present terms and conditions of purchase. **SCHUNK IBÉRICA** does not recognise conflicting general business terms and conditions of the supplier or supplier terms and conditions differing from our terms and conditions of purchase, unless we expressly agree with their validity in writing. Our terms and conditions of purchase also apply if we accept or pay for deliveries of products and services of the supplier in the knowledge of conflicting supplier terms and conditions or supplier terms and conditions differing from our terms and conditions of purchase.
- 1.2 These terms and conditions of purchase also apply to all future supplies and services of supplier until **SCHUNK IBÉRICA** issue a follow up version.

2. CONCLUSION AND MODIFICATIONS OF CONTRACT

- 2.1 Orders, contracts and order releases as well as their modifications and amendments must be in written form.
To become effective, oral agreements during the contract negotiation require a written confirmation by the purchasing department.
- 2.2 To become effective, oral agreements after the conclusion of the contract, especially subsequent modifications and amendments of our terms and conditions of purchase including this clause requiring written form as well as collateral agreements of any kind also require written confirmation by the purchasing department.
- 2.3 **SCHUNK IBÉRICA** is entitled to cancellation if the supplier does not accept the order within two weeks after having received the order. Order releases become binding if the supplier does not object within five working days after receiving the order.
- 2.4 The Quality Assurance Guideline for Suppliers (QSL) as well as the Delivery and Packaging Specifications of **SCHUNK IBÉRICA** are an integral part of this contract.

3. DELIVERY

- 3.1 Deliveries deviating from the specifications agreed upon in our contracts and orders require our prior written approval by **SCHUNK IBÉRICA**.
- 3.2 Agreed-upon deadlines and time periods are binding. The receipt of the goods by us is the determining factor for having met the date of delivery or the period of delivery. Unless i. Delivered Duty Unpaid or Delivered Duty Paid (Incoterms 2000) is agreed upon, the supplier shall make the goods available in a timely fashion by taking into account the time for loading and shipping to be agreed upon with the forwarder.
- 3.3 The legal stipulations shall apply if agreed-upon deadlines are not met. If the supplier anticipates difficulties with respect to production, the supply of required materials, meeting the delivery date or similar circumstances that might interfere with his ability to deliver in a timely fashion or delivery with the agreed upon quality, the supplier must immediately notify to **SCHUNK IBÉRICA**'s purchase department.
- 3.4 The acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation due the damages of the delayed delivery.
- 3.5 The values determined by **SCHUNK IBÉRICA** during the incoming inspection shall prevail with respect to quantities, weights and dimensions, unless the supplier proved different values.

4. ADVICE OF DISPATCH AND INVOICE

The information in orders and order releases of **SCHUNK IBÉRICA** shall apply. The invoice showing the invoice number and other references must be sent in one copy to the respective printed mailing address; the invoice may not be enclosed with the shipments. Must be specified in the invoice the correct designation of references for **SCHUNK IBÉRICA** for the supplied materials. Date and number of the dispatch note. Delivery address, number of supplier and number of purchase order.

5. PRICING AND PASSING OF RISK

Unless otherwise agreed upon, the prices are Delivered Duty Paid (Incoterms 2000) including packaging. The sales tax is not included. The supplier is responsible for the safety of the goods until the goods are accepted by us or our local representative to whom the goods must be delivered in accordance with the contract.

6. PAYMENT TERMS

Unless otherwise agreed upon, the invoice is paid either within 90 days after the receipt of the invoice. The payment is subject to invoice verification.

7. WARRANTY

- 7.1 The acceptance of the goods is subject to an examination for faultlessness, especially also for correctness, completeness and fitness. **SCHUNK IBÉRICA** has the right to inspect the object of the contract to the extent and as soon as it is advisable in the ordinary course of business; we will give notice of any defects found immediately after their discovery. To this extent the supplier waives the objection to a

delayed notification of defects.

- 7.2 The legal stipulations regarding warranty shall be applied, in case of disagree with the contract **SCHUNK IBÉRICA** will have recourse to Law 23/2003 of Warranty. The supplier will be forced to assume the measures of fulfilment that **SCHUNK IBÉRICA** resolve.
- 7.3 The supplier is forced to assume the costs derived from the contractual deficient goods, specially costs of transport, infrastructure, work, material or costs derived from a control of receipt further of the usual one.
- 7.4 In the event that **SCHUNK IBÉRICA** takes back products built and/or sold by **SCHUNK IBÉRICA** as a result of the defectiveness of supplies or services, or if therefore our customers reduced the purchase price or claims of what ever nature are made against us on that account, we reserve the right to request reimbursement from the supplier, whereby an otherwise required notice is not needed to assert our warranty claims.
- 7.5 We are entitled to demand a reimbursement for expenses from the supplier for expenses incurred because our customer may claim against us the reimbursement of expenses incurred for the purpose of fulfilment measures, especially transportation, labour and material costs.

8. PRODUCT LIABILITY AND ACTIONS

In the event a product liability claim is asserted against **SCHUNK IBÉRICA**, the supplier agrees to hold us harmless from such claims if and to the extent the damage was caused by a defect of the supplies or services. However, in cases of liability based on fault, this only applies if the supplier is at fault. If the cause of the damage falls within the area of responsibility of the supplier, the supplier shall have the burden of proof to that extent. In the above cases the supplier assumes all costs and expenses, including the costs for any legal action or a recall campaign. In addition the legal stipulations shall apply.

9. PROVISION OF MATERIALS AND PROPERTIES OF **SCHUNK IBÉRICA**

Materials, parts, containers and special packaging provided by **SCHUNK IBÉRICA** remain its property. These may only be used as agreed. The materials are processed and parts assembled for us. It is agreed that in relation of the value of the parts provided by us to the value of the entire product we become a co-owner of the products manufactured with our materials and parts which will be kept safe for us by the supplier.

10. DOCUMENTATION AND CONFIDENTIALITY

- 10.1 The supplier shall keep confidential all business or technical information made accessible by us (including features which might be learned from objects, documents or software submitted and any other information or experiences) towards third parties, as long as and to the extent they are not public knowledge, and may only be made available in the supplier's premises to persons who need to make use of the information for the purpose of supplying to us and who must also be required to maintain confidentiality; the information remains our exclusive property. Without our prior written approval, such information OE except for deliveries to us OE may not be duplicated or exploited commercially. At request by **SCHUNK IBÉRICA**, all information originating (including any copies or recordings made, if applicable) and loaned items must be immediately returned to us completely or proved to be destroyed. **SCHUNK IBÉRICA** reserves all rights to such information (including copyrights and the right to file for industrial property rights such as patents, utility models, etc.). In the event these are provided to us by third parties, this reservation of rights also applies to these third parties.
- 10.2 Products built on the basis of documentation such as drawings, models prepared by **SCHUNK IBÉRICA** or based on confidential information or tools may neither be used by the supplier himself nor be offered or supplied to third parties. This also applies to our print orders correspondingly.

11. DELIVERY ADDRESS

The delivery address is the place to which the goods are to be delivered in accordance with the purchase order

12. JURISDICTION. APPLICABLE LEGISLATION

The venue for all disputes arising out of or in connection with contractual relationships based on the terms and conditions of purchase shall be left up to **SCHUNK IBÉRICA** at Madrid Court with express renunciation to the competent Jurisdiction. The contractual relationships shall be governed exclusively by Spanish law, except for the conflict of law provisions and the application of the The Hague Law of the United Nations Convention on Contracts for the International Sale of Goods.

13. SUPPLIER CONSENT WITH THE PRESENT TERMS

The delivery from the supplier after the receipt of the order means the agreement with the present terms and conditions specifications.