

## General Conditions of Purchase

### 1. Scope

1.1. All our orders (hereinafter "Orders") relating to the purchase of materials, as well as benefits and services (hereinafter "Benefits and Services"), shall be governed exclusively by the present General Conditions of Purchase and by any specific conditions (applicable to individual suppliers of raw materials or packaging) that form part of the present document as an annex.

1.2. Our Supplier's conditions of sale, benefits or services shall only be binding if they are expressly accepted in writing, signed by Klüber Lubrication GmbH Ibérica S. en C. (hereinafter "Klüber").

1.3. Once these General Conditions have been accepted by our Supplier, each contracting process shall individually generate a document formalising each Order, which shall include quality, quantity, price, payment deadlines, deadlines for and methods of delivery or performance, and any other conditions by which Orders, Benefits and Services are to be bound.

1.4. Receipt by Klüber of materials, benefits or services from our Supplier shall not constitute tacit acceptance of their conditions.

1.5. These Conditions of Purchase shall be applicable to future Orders, Benefits and Services, unless they are modified by Klüber. Supplier will be duly notified of said modification when the new Order under the new conditions is submitted to it.

1.6. Where compliance with one of the clauses of these Conditions of Purchase is impossible, its other clauses are not rendered null and void, but rather shall remain in force and Supplier shall remain bound thereby.

1.7. Where Supplier fails to meet any of the general or specific conditions of purchase, Klüber may choose, at its option, between requiring that they be met or voiding the Contract.

### 2. Completion of contract

2.1. All Orders shall be considered binding for Klüber only if they are set forth in writing, sent via post, fax, e-mail or data transfer, either signed or including a digital signature, in order that its reception might be verified. Any form of change, modification or addition to the same that Supplier intends to introduce subsequent to the initial Order shall require written, signed confirmation from Klüber.

2.2. As a general rule, Supplier shall accept Klüber's Order within 3 (three) working days of receipt thereof. Where Supplier does not expressly accept the Order within 2 (two) weeks of reception of the same, Klüber reserves the right to revoke it at any time, with Supplier having no right to claim any indemnity in respect thereof.

2.3. Orders of deliveries, Benefits or Services shall become binding once submitted by Klüber and accepted by Supplier. Any modification of, supplement to or exception from the Order sought by Supplier on acceptance shall only be effective where this is explicitly and separately indicated and accepted in writing by Klüber. Changes and their acceptance by Klüber shall be set forth and accepted in writing by one of the means laid down in paragraph 2.1.

2.4. Klüber shall be able to cancel its Orders, including those that have been accepted, if cancellation thereof is not rejected by Supplier within 3 (three) working days of receipt and if Supplier does not duly notify Klüber of said rejection. Written and signed notice of cancellation and, where applicable, rejection thereof shall be given by one of the means laid down in paragraph 2.1.

### 3. Prices

3.1. The prices indicated in an Order are fixed and include delivery, packaging, carriage, insurance and other costs relating to consignment, except where other written orders exist. VAT and any other taxes or rates shall be separately indicated in the offer of sale or provision of services; where this is not the case, they shall be considered to be included in the final price.

3.2. Where Supplier commits to assembly and/or start-up of the machinery supplied and there is no other written agreement on the subject, Supplier shall be responsible for covering any extraordinary costs that may result therefrom, until said machinery has been made operational to Klüber's satisfaction. Examples include, but are not limited to, travel expenses or tools required for such purposes.

3.3. Each Order shall be separately invoiced by Supplier. Invoices shall clearly display the order number, the date, the supplier number and the article number, which will be included in Klüber's Order.

3.4. Invoices shall be in EUR. Payments shall also be effected in EUR, unless there is written agreement otherwise prior to the Order that payment thereof is to be in a different currency.

3.5. Payments shall be effected using the means and within the periods laid down in the Order. Payment periods shall be counted from the date of Klüber's receipt of the invoice, provided that said invoice meets the aforementioned conditions and that the materials have been received or services provided prior to such time, as well as any technical or other documentation that should accompany said materials or services pursuant to the present Conditions or under current legislation, and that the foregoing has all been confirmed.

### 4. Delivery times and conditions

4.1. Delivery dates specified in the Order are binding and shall be strictly met. Supplier shall give Klüber written notice of any delay in the delivery/provision of the Orders/Benefits and Services or, where applicable, of failure to observe established deadlines, specifying the reasons for the delay and how long they are expected to prevail.

4.2. Delivery or provision of partial services shall be permitted solely where expressly agreed upon by the Parties hereto. Payment claims, however, shall be due no earlier than on the date originally agreed upon, but shall only be entered into the accounts following the date on which the delivery is made or the service provided.

4.3. Deliveries made or services provided prior to the agreed date must be authorised by Klüber. Said authorisation shall not automatically lead to the advancement of the payment date, which shall continue to be that laid down in the initial Order.

4.4. Unless otherwise agreed upon, deliveries shall be accompanied by a delivery note and either a works test certificate pursuant to EN 10204, or any other equivalent internationally recognised test certificate specifying the details as mutually agreed upon with Supplier. An initial sample test report shall be furnished with first-time deliveries.

4.5. Deliveries are only possible at the previously arranged time specified in the Order.

4.6. In the event of delayed delivery, Klüber shall be entitled to impose a contractual penalty of 1% for each week of delay, but no more than a total of 10% of the total Order value; without prejudice to the foregoing, in all cases Klüber reserves the right to claim for any damages that may result from the delay in any given case.

4.7. Where acts of God render Supplier's delivery to our place of business or dispatch to our customers impossible or substantially more difficult, Klüber shall be exempted from payment. In cases of Acts of God, Klüber shall also have the choice to entirely or partially cancel the Contract, at its option.

### 5. Place of performance

5.1. The place of performance shall be the place indicated in the Order, where the good is to be delivered and/or the service is to be provided. The place of performance of payments is Klüber's registered office unless otherwise specified.

5.2. The delivery/service shall be made to/performed at the location specified by Klüber.

5.3. At Supplier's expense and at Supplier's risk, the delivery shall be properly packed for transportation to the address named in the Order. The risk of disappearance of the goods shall pass on to Klüber only upon receipt thereof. The assumption of risk throughout the rest of the time the goods are travelling shall be laid down in the Order.

### 6. Liability for defects and other liability

6.1. Klüber will inspect the delivered goods for identity and quantity as well as for visible transport damage within a maximum of 4 (four) working days from delivery of the Order in the case of national deliveries and 7 (seven) working days in the case of international deliveries.

6.2. Supplier shall respond within a period of 30 (thirty) calendar days from the delivery of the Order or good to any hidden defect or fault that may be exposed prior to its incorporation into Klüber's manufacturing process.

Parets, Abr2016 (rev3)

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6.3. As an additional clause guaranteeing Supplier's goods and in anticipation of any hidden defects or faults that may be exposed either when said goods are used in the productive process or in the finished product of the manufacturing process or the use of said product by our customers, Supplier shall respond to such defects or faults for an additional period of 2 (two ) years once the aforementioned period of 30 (thirty) days has elapsed, committing to the repair or replacement, at Klüber's option, of the faulty, defective or incomplete part, and covering all the costs (analysis, additional verification, disassembly, transportation, insurance, assembly and testing).

6.4. The additional guarantee period shall be 5 (five) years if our goods are for use in buildings and 10 (ten) years if there is a genuine claim by third parties.

6.5. Where Supplier does not effect the required replacement, Klüber will, having given Supplier written notice, repair or replace the faulty or defective goods or parts ourselves at Supplier's expense, or have this done by a third party.

6.6. Klüber shall automatically be compensated by Supplier for costs resulting from any outstanding invoices.

6.7. Without prejudice to the foregoing, Klüber reserves the right to claim from Supplier for any damages, caused to Klüber or claimed from Klüber by third parties, resulting from use of a defective good/service provided by Supplier.

### 7. Insurance and public liability

7.1. Supplier shall sufficiently insure, at own expense, against any loss or damage that the materials or equipment that are the subject of this Contract may suffer during their handling and transportation until the time and place of their delivery to Klüber, as well as any materials or equipment that Klüber may provide for the performance of the Contract.

7.2. Where the Contract includes the carrying out of work or the performance of services on or at Klüber's site or facilities, Supplier undertakes to insure, at own expense, against public liability for any injury or damage that may be caused to Klüber's staff or property during the Contract's performance period by Supplier or its staff.

7.3. Where the Contract includes supervision of construction or assembly, Supplier shall also arrange, at own expense, insurance covering any risk to the supervisors not covered by the normal insurance.

7.4. Supplier shall provide documentary evidence of the purchase and validity of said insurance, with a limit per accident of EUR 300,000 (protecting public liability, employers' liability, product liability and defective product liability coverage) and a limit per victim of EUR 120,000 for workplace accidents; failure to meet this condition shall be deemed breach of Contract.

7.5. Supplier shall be responsible for the full compliance of its suppliers and subcontractors with applicable legal requirements and, in particular, for the full ownership, availability and freedom from charges and taxes owed to third parties of all materials provided in performance of the Contract.

7.6. Supplier shall also observe any administrative, fiscal or labour requirements applicable thereto in performance of the Contract in a complete and timely fashion, both where this is undertaken at Supplier's facilities and where it takes place on or at Klüber's sites or facilities.

7.7. Supplier shall, where required, provide Klüber with documentary evidence of compliance with the foregoing; failure to meet this condition shall be deemed breach of Contract. Supplier shall hold Klüber harmless for failure to comply with the foregoing and, as a result, undertakes to do whatever may be necessary to protect Klüber from any potential actions or claims.

7.8. Where Supplier is one or more persons or a grouping thereof, each and every one of them shall be bound by the requirements laid down herein and they shall be jointly and severally liable.

### 8. Product liability

8.1. Supplier shall hold Klüber harmless from all third party claims arising out of injury to any person or damage to property, provided that it results solely and exclusively from the good provided by, actions of and/or organisation of Supplier and consequently undertakes to compensate Klüber for any sum that we might be required to pay said third parties.

8.2. Supplier shall undertake to keep extended product liability and recall cost insurance, each with a blanket coverage of at least EUR 2,500,000 per Parets, Abr2016 (rev3)

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personal injury/property damage claim; however, Klüber's claims shall not be limited to the amount insured.

8.3. At any point in the commercial relationship, Klüber may demand documentary evidence that said insurance exists and that the corresponding premiums are paid up-to-date.

### 9. Compliance with industrial property requirements and rights

9.1. Supplier shall ensure that provision and use does not violate the industrial property and other rights of third parties or staff, or statutory or regulatory requirements of any kind. Supplier further guarantees that the goods that it supplies do not contain chlorofluorocarbons (CFCs), polychlorinated biphenyls (PCBs) or asbestos. If requested, Supplier shall make available to Klüber, free of charge, all data relating to the IMDS, unless agreed otherwise.

9.2. Supplier shall hold Klüber harmless from and in all cases indemnify Klüber for, any type of claim that third parties may lodge against us in relation to the supply of orders or the use of goods.

9.3. The indemnification requirement covers all costs that may result from the claims of third parties.

### 10. Export control and foreign trade data

10.1. Supplier shall comply with all the requirements of national and international export, customs and Foreign Trade Law (hereinafter "Foreign Trade Law"). Any necessary transportation or export/import licences required shall be obtained by Supplier unless, pursuant to the applicable Foreign Trade Law, Klüber or a third party has the obligation to apply for such licences.

10.2. As early as possible, and always before the delivery date, Supplier shall provide to Klüber in writing all information and data which we need to comply with the Foreign Trade Law applicable to exports, transportation and imports, as well as, in the case of subsequent sale of the goods and services, and in particular for every good and every service:

- The Export Control Classification Number (ECCN) as per U.S. Commerce Control List (CCL) where the good is subject to the US Export Administration Regulations (where the good is not included on the CCL, it shall be classified "ECCN: N").
- All applicable export control list items (where the good is not included on an export control list, this shall be indicated as "AL: N").
- The statistical merchandise number in accordance with the current merchandise classification under the foreign trade statistics and the HS (Harmonised System) code.
- The country of origin (non-preferential origin).
- Wherever requested by us: supplier declarations on preferential origin (in the case of European suppliers) or certificates of preference (in the case of non-European countries).
- Supplier shall not contest an issued supplier declaration and shall include it in delivery notes and invoices. Said declarations may only be contested in the form of a new (modified) declaration indicating that the previous supplier declaration thereby becomes invalid.
- Declaration of any substances subject to the PIC procedure under Regulation (EC) No 304/2003 "Export and import of dangerous chemicals" (PIC goods shall be indicated using CAS number and content). Where the good does not figure on the current PIC list at the time of delivery, this shall be indicated using "PIC: No".

10.3. In case of changes to country of origin, the characteristics of the goods or services, or the applicable Foreign Trade Law, Supplier shall promptly update the export control and foreign trade data as soon as possible and on acceptance of Applicant's Order at the latest. Where export control and Foreign Trade Law data change prior to delivery, Supplier shall communicate them to Applicant in writing without delay. Supplier shall bear the costs of any expenditure or damages caused to Applicant owing to lack of export control and foreign trade data or any errors included therein. All reference to "Applicant" shall be understood as referring to Klüber as the Purchaser.

### 11. Reservation of ownership, tools

11.1. Klüber shall reserve the ownership of goods provided to the Supplier (e.g. parts, components, semi-finished goods).

11.2. Reservation of ownership shall also apply to goods resulting from the processing or mixing of Klüber's goods where these processes are performed on Klüber's part so that it is considered as manufacturer. In the case of preparations or mixtures with the products of third parties with property rights,

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Klüber shall acquire joint ownership at a ratio of the objective value of those goods.

11.3. Tools that we make available to Supplier and tools manufactured by Supplier at our request or acquired from third parties, to the cost of which we have contributed, shall be considered our property and shall be marked as such.

11.4. Supplier undertakes to bear the full cost of storing tools and to insure them sufficiently, and shall furnish evidence of insurance cover at our request. Supplier shall use these tools exclusively to manufacture parts for us unless otherwise agreed. We herewith grant our approval to manufacture parts based on orders placed by other companies of the Klüber Group.

11.5. Supplier shall take care of these tools and bear the costs of their maintenance. Once the Contract has expired, Supplier shall return the tools to us immediately upon our request, and shall derive no right of retention. Upon surrender, the tools shall be in apparent good order and condition corresponding to their earlier use. Supplier shall bear the maintenance costs. Under no circumstances may Supplier scrap the tools without our prior written approval.

### 12. Quality assurance

12.1. Supplier shall during the entire business relationship maintain a quality management system according to DIN EN ISO 9000 that ensures the proper quality of deliveries, shall monitor the system by internal audits in regular intervals and shall promptly take action if any deviation is detected. We reserve the right to inspect Supplier's quality assurance system with prior notice. Supplier shall at our request permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to all deliveries.

12.2. The starting point for any order placed by us or agreement between us and Supplier is our "Quality Standards" in their current version, which can be sent to Supplier on request.

### 13. Authorisation, documents

13.1. Any established information, formulae, markings, patterns, tools, technical drawings, procedural methods, software as well other *technical and commercial know-how*, and also any work results thus obtained (hereinafter "Confidential Information") shall be considered by Supplier as absolutely confidential with regard to third parties, may be used solely in the Supplier's business exclusively for deliveries to us and be made available only to such persons as need to have access to Confidential Information in connection with the business relationship, pursuant to these Conditions, and have therefore been obligated to maintain secrecy and the strictest confidentiality.

This provision also extends beyond the duration of contractual relations with Klüber, so long as Supplier fails to prove that the information using its own means or was in public knowledge at the time it was acquired.

13.2. Any documents (e.g. drawings, figures, test specifications), samples, models, etc. made available by us to Supplier throughout the business relationship remain in our ownership and shall be surrendered to Klüber immediately upon request (including any copies, extracts and replicas), or shall be destroyed when Klüber so requires, at Supplier's cost. Under no circumstances shall Supplier have the right to retain documents, samples, models, etc.

13.3. Knowledge of Confidential Information and any possible transmission of documents, samples or models shall establish no right for Supplier to industrial property rights, know-how or copyrights and constitutes no right of prior use for Supplier.

### 14. Applicable law and place of jurisdiction

14.1. Commercial relations between Supplier and Klüber shall be exclusively governed by the laws of the Kingdom of Spain.

14.2. The Parties hereto waive their own jurisdictions and, except where otherwise stipulated in Law, submit exclusively to the Judges and Courts of the City of Barcelona.

### **Parets, Abr2016 (rev3)**

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