

PURCHASING GENERAL CONDITIONS OF TECNOBIT, S.L.U.

As by the heading, these general conditions include general information, procedures and instructions to be applied to any purchasing undertaken by the company.

1. GENERAL INFORMATION

Hereinafter, "Supplier" shall be the company to which the order is placed and which appears in it. "Purchaser" will be the company which undertakes the purchase.

2. ACCEPTANCE OF THESE PURCHASING CONDITIONS

The acceptance of an order by the Supplier involves the acceptance of these general conditions without reservations.

Any abolition or modification of these general conditions will be expressly stipulated in the special conditions of the order.

Abolitions will be only applicable to the order to which they specifically refer to. Supplier, therefore, may not be able to make them applicable neither to past nor to future orders.

3. VALID ORDERS

Purchaser and Supplier agree to acknowledge as valid only those orders developed by the Purchaser's Purchasing Department or those with the approval of the mentioned department. Purchaser may ignore any order (although placed on his behalf) carried out by third parties or Departments or sections of his company, different from the Purchasing Department and without his approval. In these circumstances, Purchaser shall not be bound to the mentioned orders under any conditions.

4. PURCHASE ACCEPTANCE

The order shall be executed automatically when the Purchaser receives duplicate copy signed and accepted by the Supplier, without changes or additions.

Modifications or changes undertaken unilaterally on the order by the Supplier, in the copy sent to the Purchaser, shall involve that they have not been accepted, being thus without validity, notwithstanding that, where appropriate, a new order may be carried out by the Purchaser according to the new conditions.

The Supplier accepts that the order contents the definitive agreement between Purchaser and Supplier and that there is no other agreement that modifies terms, conditions or specifications of the order, unless done in writing later and with both parties acceptance. Any modification or exception subsequent to the order, if approved by the Purchaser, shall be expressed in a Review of Order document that shall be accepted by both parties in the same conditions as the original order.

The Supplier shall return accepted and signed copy in 10 days time from the date of the order. No payment shall be done without having received the signed copy of the acknowledgement of receipt and acceptance. The beginning of an order execution before returning the accepted and signed copy involves the acceptance, without reservations, of any stipulation of the order, notwithstanding the obligatory nature of sending the mentioned copy in any circumstances.

5. OFFERS

Any term, condition and specification included or attached to the Supplier's offer, as well as correspondence related to it, which have not been specifically mentioned in the order, shall be deemed rejected by the Purchaser and ineffective, being considered not included. The mere quotation of the offer in the order or ANNEX documents does not modify this clause.

Furthermore, Selling General Conditions of the Supplier, which he expressly resigns with the acceptance of the order, have no efficiency.

Offers shall be delivered in the date or period established.

5.1. Validity of the Offer. The period of validity of the offer shall be indicated in the Supplier's Offer. The validity shall be, at least, 60 days, unless the demand of the Purchaser requests expressly a certain period.

In case the Supplier does not declare anything, it shall be considered that he accepts the deadline established by these General Conditions, or the deadline particularly expressed in extraordinary cases.

Transport. In case transport is excluded from the fixed price of purchase, the Supplier shall communicate the Purchaser sufficiently in advance, in writing, by e-mail or fax, the date when the goods will be available for delivery, the number of packages, measures, net and gross weight, marks, content, volume, value, etc., to enable the Purchaser to have enough time to prepare the shipment and cover the insurance. If the Supplier, in agreement with the Purchaser, follows the shipment up, the goods shall be at the expense and risk of the Purchaser, and those expenses covered by the Supplier shall be refunded in the agreed way.

In case transport to the place established by the Purchaser is included in the fixed price of purchase, Supplier shall be in charge of the shipment, assuming all the risks of loss or breakdown.

6. PRICES AND EXTRAORDINARY PAYMENTS

1. Prices shall be understood, generally, for goods put in the requested place and will include packaging, storage and transport.

2. Unless otherwise stated, prices included in the order will be firm and non modifiable. Increases of prices established in the order shall not be allowed, unless authorized in writing through the corresponding Order Review.

3. The payment of the price of the order shall not involve any relinquishment to the Purchaser's rights stipulated therein.

4. Extraordinary payments, not having been expressly indicated in the order, shall not be accepted.

5. The Supplier shall be responsible of any difference in freight, carriage or other expenses originated from the non-fulfillment of the shipment instructions specified in the order or in the chosen Incoterm.

6.1 Prices review.

1. In case the Purchaser accepts a clause of revision of rising or falling prices, this shall be developed according to law regulations in force in the moment of placing the order.

2. In case the Supplier establishes a clause of prices revision, factors that will serve as reference for its calculation shall be¹ IPI: Industrial Price Index

indicated. The base price shall be established, unavoidably, as fixed and settled price during the validity period of the offer.

3. The indicators shall be: Spanish IPI1 for goods, IPI measures the evolution of industrial products manufactured and sold within the internal market during the first step of their commercialization; for labour, those indicators periodically published by the Spanish State's appropriate authority. Other indicators may be accepted as long as they come from periodical and accredited publishing.

4. With the acceptance of the order a programme of supply and manufacturing shall be detailed. This programme shall be the basis for reviewing, not considering other countable dates that may differ from the mentioned ones.

5. Exceeding the due date established by the Supplier shall be necessary in order to be able to request the prices review, where the Supplier undertakes to maintain the presented price.

6. The Supplier shall present the reviewed indexes, for the Purchaser approval, in the document where the review is requested not being able to invoice for this concept until the corresponding approval had been received. Reviews of prices for official retroactively increases at the end of the period for which the increase is calculated shall not be admitted.

7. PAYMENT CONDITIONS

1. Terms of payment: Any term of payment shall be approved in writing by the Purchaser.

2. Payment deadline. Payment of goods supply shall be undertaken through 85 days bank transfer from the reception date of the goods in the Purchaser's facilities indicated in the Order corresponding with the 10th or 20th days of every month, and with the previous acceptance of goods and verification of documentation.

Payment of goods supply from foreigner suppliers shall be undertaken through 85 days bank transfer from the reception date of

the goods in the Purchaser's facilities on presentation of the following documents:

- Two commercial invoices
- Packing list
- Transport document
- Original Certificate of Conformity issued by the manufacturer or Certificate of Origin Traceability
- Certificate of Conformity issued by the Supplier

In case the Supplier requests letter of credit as method of payment, he shall enable the Supplier bank guarantee underwritten by a leading financial entity, resident in Spain, that may ensure the payment of penalties due to delays or non-fulfillment of the order.

Any advance or amount that the Purchaser shall pay by instalment shall require that the Purchaser previously establishes enough guarantees by a leading financial entity, executable by the Purchaser on first request in case of non-fulfillment of the order.

3. Methods of payment. Payments shall be made by bank transfer or irrevocable letter of credit.

4. Special Conditions. Expenses originated by guarantees shall be at the expense of the Supplier.

5. Invoicing Conditions:

1) All invoices shall contain the requirements according to the Spanish V.A.T. regulation and current applicable law.

3) The Purchaser shall receive original and copy of commercial invoices.

4) Any of the following documents shall be enclosed to each invoice:

a) For goods delivery: Copy of the delivery note or references of the acknowledgement of reception

b) For services provision:

- Statement of conformity of the services rendered, if appropriate.
- References to the social security payment by the Supplier.

- Breakdown of the amounts invoiced per project.

8. DISTRIBUTION OF DOCUMENTS

1. The Supplier shall send the technical documents required in the purchasing documents with no charge for the Purchaser.

2. The Supplier shall enable invoices, issuing notices and shipment documents in the planned form and number of copies.

3. Any delay, by the Supplier, in the delivery of drawings or documents indicated in the order or its ANEXES shall involve the suspension of those payments due until the Purchaser receives the aforementioned documents.

4. The Supplier shall undertake to keep, during a period of 5 years from the delivery of the supply of goods and services that complete the corresponding order, all the original documents required in the order (quality certificates, qualification approvals, final drawings, X-ray sheets, acknowledgements of tests and essays, etc), as well as any other document that the Supplier may consider appropriate from the point of view of inspection and quality control.

5. The Supplier shall undertake to enable the Purchaser, during the period indicated in the previous section, additional copies of the before mentioned documents with its mere requirement.

6. The Supplier shall enable the Purchaser all the documents related to environmental aspects that may be requested by the latter.

9. INSPECTION

1. The Purchaser and his authorized representatives may inspect goods and/or equipments, before they are issued, in the Supplier and/or subcontractors' factories, where they shall have at the Purchaser's disposal what may be needed for inspection. Inspection and acceptance of the goods shall not exempt the Supplier from his guarantees and responsibilities in supplying the goods

and/or equipments in strict agreement with the specifications.

2. The Purchaser may do without the on-site inspection, notwithstanding the resignation to his right to inspection the goods at destination. In case goods and equipments shall be rejected at destination, and even after their installation and implementation, they shall be returned to the Supplier for their reimbursement or substitution free of charges for the Purchaser. Discretionary, the Purchaser may proceed with the needed repairs and shall charge to the Supplier correspondingly. The Supplier shall communicate the Purchaser, at least three days in advance, the date planned for inspection or test of goods and/or equipments.

10. CESSION

The Supplier may not assign or transfer the order neither any of the rights and obligations that may arise from the order, without previous approval in writing of the Purchaser.

11. SUBCONTRACTS

1. The Supplier may not subcontract the content of the order, as a whole or partly, without previous approval in writing of the Purchaser. Purchasing of commodities and standard or commercial elements shall be considered part of the main contract.

2. In case the Purchaser had obtained authorisation to subcontract, he shall maintain all the responsibility of the supply and/or labour as well as the suborders that may arise.

3. The Supplier shall provide the Purchaser with copies of all suborders on the Purchaser request, including commodities and standard or commercial elements. Related to the aforementioned, the Supplier shall communicate the origin of his possible supplies in the Offer Request phase.

11.1. Tooling (I)

Unless otherwise stated, the Supplier shall enable, on his own account, the dies, tools, gauges, megrers, fixed facilities, moulds and matrixes necessary for production and control of the goods subject of the order,

maintaining them in good condition and replaicing them when necessary. He shall modify them in case of variations in design or original specifications.

11.2. Tooling (II)

1. Tools manufactured by the Purchaser, or by third parties on the Purchaser's account, shall belong to the Company on which behalf the order is done by the Purchaser and, consequently, all these tools shall be perfectly marked with a plaque in a visible place, where the property shall be indicated, with due record in the Supplier's accounts.

2. The Supplier shall be responsible of the maintenance, conservation and substitution, if necessary, of the equipment.

3. The Supplier may not manufacture any product for third parties with the tools property of the Purchaser.

4. The tools may not be transferred, transformed or destroyed without previous authorization in writing from the Purchaser.

5. When requested by the Purchaser, the Supplier shall indicate the place where the mentioned tools shall be at his disposal any time and shall be delivered at first request.

6. The Supplier shall maintain a register of the number of parts developed with any tool.

7. In case of any proceeding of seizure of property against the Supplier by third party, where the goods or tools that belong to the Purchaser may be expected to be reached and of which the Purchaser shall be just a keeper on consignment to use them at order execution effects, the Supplier shall declare this circumstance communicating immediately the Purchaser of the mentioned goods or tools. Furthermore, the Supplier shall declare this circumstance communicating immediately the Purchaser of the mentioned goods or tools in case the seizure of property had been carried out, despite his opposition, in order to develop the defence of his rights.

12. PATENTS

1. The Supplier shall hold harmless and defend, with no expense, the Purchaser or third parties that may use or sell the goods and/or equipments subject of the order against any lawsuit or action by patent

offense, invention rights, "copyright", or commercial trademarks derived from the use or selling of the mentioned goods and/or equipments.

2. Furthermore, the Supplier shall hold the Purchaser free of responsibilities or prejudices and shall compensate him for any loss, economic guarantee, costs, damage or expenses into which he may fall by any lawsuit or action against them or against third parties that may use or sell the goods and/or equipments subject of the order. The Purchaser may participate in the defense against those lawsuits or actions, in case of taking that decision, or may assume his defense, using his own lawyers.

13. LEGAL REQUIREMENTS

1. The Supplier shall adjust to any applicable law and disposition, both to the order from its execution and to the goods and/or equipments which may be the object of the order.

2. In the order execution, the Supplier shall act as his own and independent legal entity and, on no account, as Purchaser's agent. The Supplier's personnel shall not be considered dependent from the Purchaser, in any circumstances.

14. CANCELLATION

1. The Purchaser may cancel the order any time, entirely or partially, by communicating the Supplier. At the receipt of this communication, the Supplier shall stop all the works related to the order and shall use all the means at his disposal in order to cancel every pending order and subcontract in satisfactory terms for the Purchaser, having a limit from that moment to develop the work needed to preserve and protect all the works in progress and those related to it. The payment of the work developed or in progress of conclusion in the moment when the acknowledgement of cancellation is received shall be negotiated among Supplier and Purchaser according to equity.

2. Purchaser may cancel the order, entirely or partially, in the exercise of his powers conferred by this clause, without incurring any expense and only by communicating the

Supplier through registered mail, under any of the following circumstances:

a) Non-fulfillment of any main clauses of the order, attributable to the Supplier.

b) In case of termination of the legal entity of the Supplier or falling into bankruptcy or insolvency situation.

c) In case that, at exclusive option of the Purchaser, delays in the different stages of performance of the order, such as: design process, goods supply, manufacturing or assembly process, etc., may commit the established delivery dates.

3. In any case of cancellation of the order all the goods, drawings, documents, etc. that the Purchaser may have paid already to the Supplier, shall become property of the Purchaser, and must be delivered to him immediately.

15. ACCIDENTS AND INDEMNITIES

1. In case the Supplier had to enter the working area of the Purchaser, directly or by means of his agents or employees, he shall previously execute the appropriate insurances. He shall take the required precautions to avoid accidents and personal or material injuries that may affect any person or property during the working process object of the order, keeping in mind the corresponding measures of prevention of occupational risks and shall exempt the Purchaser from any loss or economic responsibility that may derive, directly or indirectly, from his action. The Supplier undertakes to provide the Purchaser with an identity list of the persons who shall access the working area of the Purchaser, at least 48 hours in advance. The Purchaser may deny the access to those who are not included in the mentioned list. Any later change shall be notified sufficiently in advance.

2. The Supplier shall compensate and exempt the Purchaser from any loss, economic responsibility or penalty committed through non-fulfilment of the legal regulations in the execution of the order.

3. The Supplier shall undertake to arrange at his expense, and with the needed amount,

both insurances of Civil Liability against Damages caused to Third Parties and against Accidents at Work, necessary to protect the Purchaser against the risks previously mentioned, and against any claim by breach of the Social Security Acts. The Supplier shall send the Purchaser copies of the Insurance Policies, undertaking to increase their scope in case the Purchaser may consider that it is needed.

4. The Supplier shall exempt the Purchaser from any claim by accident or death of his own employees, as well as from those claims issued by third parties related to damages in the property that may be produced or derived from accidents, from actions or omissions of the Supplier or from failure of the guarantees included in this chapter.

5. In case the Supplier includes the goods and/or equipment to deliver under the order or its ANNEXES or may keep, at the expense of the Purchaser, goods or equipment that he supplies, directly or indirectly, the Supplier shall be completely responsible of any loss or damage that may occur in the mentioned goods or equipment, from the moment when he takes its possession until it becomes again possession of the Purchaser or of any other person authorised to receive the goods.

16. GUARANTEES

1. The Supplier shall guarantee the Purchaser that the goods (i.e. commodities, components or articles of any nature, delivered under this order):

- a) are free from manufacturing or manipulation fault.
- b) are according to the specifications, drawings and other descriptions established that are applicable.
- c) are adequate for the aim to which they are intended.
- d) are new and have the appropriate quality.

2. The Supplier shall, under any circumstances, guarantee the Purchaser that the article designed is free from defects of conception, goods and execution during a period of 2 years of continuous operation or 2 years from the delivery in the Purchaser's facilities or factories. During that period the

Supplier shall correct the defects that may arise or shall substitute the defective parts or goods, at the Purchaser's choice. A new period of guarantee the same as the previous period shall be established for all the replaced and repaired goods and for all the elements related to it. This period shall start from the moment when the new part is enabled.

In case the Supplier does not fulfil his obligation of correcting or replacing the defective parts or goods, the Purchaser may correct or substitute those goods and charge the consequent expenses to the Supplier.

Approval at previous inspection shall not exempt the Supplier from his obligations for these guarantees.

The Supplier shall issue the corresponding documents as guarantee foreseen in this section.

Nevertheless, this guarantee shall not involve any cancellation or resignation to the legal obligation of rehabilitation of the latent defects on the Supplier's account.

3. The Supplier shall also guarantee that everything that is delivered according to the order is free of encumbrances and charges on behalf of third parties not declared or known by the Purchaser. The Supplier shall exempt and compensate the Purchaser for any expense or encumbrance arisen from the lack of fulfillment of the contract's obligations with his suppliers, subcontractors, employees, agents or any person with whom he may have contract commitment of any nature and that affect the Purchaser's Order.

16.1. Quality Guarantee

1. The Supplier shall guarantee that the quality of his personnel's work and products, as well as his sub-suppliers' work and products are free of faults of goods and manufacturing, and that they fulfill any conditions and characteristics stipulated in the specifications and drawings object of the order. No variation of the mentioned specifications and drawings may be done unless agreement in writing.

This guarantee shall remain during a period of 2 years from the date of development of the satisfactory test of reception of the product subject of the order.

In case to execute a product reception may be essential to observe its behaviour in its definitive installation, its guarantee shall be established in 2 years from the date of its implementation.

2. The quality control that shall be applied to the products during the manufacturing period and when they have been finished in a factory, a laboratory or in their final installation shall be indicated in the specification of technical characteristics. Tolerances shall be indicated, and penalties to apply according to the results that may be obtained shall be fixed, when appropriate.

3. The amount of the costs corresponding to the tests in the Supplier's address or his sub-suppliers' shall be included in the price of the products, except those expenses of the Purchaser's personnel that may assist to check the tests.

4. The Supplier shall undertake to repair or substitute, at the Purchaser's choice, the defective parts, with diligence. All the expenses (disassembly, transports, customs, insurances, assembly and tests) shall be on the Supplier's account. For all goods replaced or repaired and for all the elements that may be related to, a new period of guarantee, the same as the previous period, shall be established. This period shall start from the moment when the new part is enabled.

In case within a reasonable length of time the Supplier shall not carry out the required correction, the Purchaser, after communicating the Supplier, may carry out the repair by himself or through third parties, being the expenses (including engineering and labour) on the Supplier's account. In this case, a new period of guarantee, the same as the previous period, shall be established.

5. The guarantee shall not be applied when the damages or accidents may be due to negligence or incompetence of the Purchaser's personnel.

16.2 Availability of spare parts

It is considered that for all the orders that may be placed to the Supplier there are spare parts corresponding to the acquired product

and that may be at the Purchaser's disposal at least during a minimum period of 5 years. This period shall start from the order date. Communication in writing shall be sent to the Purchaser at least 6 months in advance before the product or spare parts may become obsolete.

17. DELIVERY CONDITIONS

1. The Purchaser shall indicate in every order or contract the delivery conditions.

2. Delivery shall be carried out preferably as supply in the Purchaser's facilities with paid expenses.

3. In case the Supplier shall not fulfill the delivery date established in every order and the delay shall not be applicable to force majeure, as hereinafter defined, the Supplier shall assume a weekly penalty of 0,5% of the amount of the total order. Under no circumstances delay penalty may exceed the 10% of the total amount of the order.

18. STORAGE

1. The Supplier undertakes to maintain placed in his stores the goods and/or equipments of the order with mere requirement of the Purchaser and with no charges for the forementioned, during a maximum period of validity of 30 days from their delivery. This storage shall be carried out in such a way that goods and/or equipments shall maintain perfectly in condition. Goods and/or equipments shall be perfectly identified any time as Purchaser's property while they are kept in the Supplier's stores, including, where appropriate, the Purchaser's accounts, undertaking the Supplier to put it on record in case of a possible claim or proceeding of seizure of third parties against him, communicating them the Purchaser immediately, as well as, when appropriate, the proceeding of seizure carried out despite his opposition, in order to develop the defence of his rights.

2. The Purchaser may collect, entirely or partially, the goods and/or equipments stored in the Supplier's factories or stores, any time and at his discretion. In order to enable the collection the Supplier shall offer all the necessary collaboration and may neither be able to keep them under no

circumstances nor develop actions that may make impossible or difficult the collection by the Purchaser, unless in case of force majeure, as hereinafter defined, including those incidences not exclusively from the Supplier and that may be general, sectorial or local as long as they have not been produced by the Supplier's personnel, by claim against him or due to his labour, economic or legal situation. The Purchaser shall provide, when possible, the needed persons to develop the collection of the goods and/or equipments, in case the incidences mentioned in the previous paragraph do not make the collection fiscally impossible or otherwise. Material means and the Purchaser's collaboration shall be used for collection purposes. In case of non-fulfillment of the agreement of this section, the Supplier shall undertake to compensate the Purchaser for all the damages that this non-fulfilment may cause.

18.1. Goods or equipments supplied by the Purchaser

1. Any goods or equipment supplied by the Purchaser, which may not be for good a valuable consideration related to the Purchase Order, shall be considered placed on consignment for the Purchaser's use. The mentioned goods and/or equipments shall be perfectly identified any time as Purchaser's property, including the Supplier's accounts, undertaking the Supplier to put it on record in case of a possible claim or proceeding of seizure of third parties against him, communicating them the Purchaser immediately, as well as, when appropriate, the proceeding of seizure carried out despite his opposition, in order to develop the defence of his rights.

Furthermore, the Supplier shall enable the access of the Purchaser's personnel to his factories in order to verify goods and/or equipments on consignment.

2. In case these goods are not used in the manufacture of products supported by an order, they shall be returned to the Purchaser in the way established by him and at the Supplier's expense.

The Purchaser shall control the stocks of these goods and/or equipments. In case of loss, lack of goods or defective estate of

conservation, by reasons attributable to the Supplier's negligence, the Purchaser shall charge the Supplier the amount of the goods and/or equipments lost or damaged.

19. PACKAGING, IDENTIFICATION AND SHIPMENT

1. All the goods and/or equipments shall be packed by the Supplier in such a way that enables their manipulation, transport and storage surely. Containers shall be solid according to the size and weights of the containing articles which shall be properly fastened to avoid gliding while they are in transit.

2. A convenient and adecuated protection of the content with materials resistant to weather conditions shall be employed, using preventive materials against corrosion where needed, protection against extreme temperatures and against steal or mistreatment.

3. All the goods shall be identified individually, indicating the purchaser's p/n, reference of the article and batch number perfectly legible, indicating in every visible place the registered name of the Purchaser and number of order.

4. A lineal bar code shall be enclosed to every good received in Tecnobit, where Article (PN), amount, Number of the order, and number of the delivery note information shall be included. The scheme of the code shall be the following:

PN%Amount%OrderNumber%DeliveryNoteNumber

5. Volume in packaging may be reduced when possible. All those parts, where possible, and which are rigidly joined to a main part of the equipment, may be packed separately, trying to mark them to enable identification easily. In the machinery, those parts that might be corroded shall be protected with the proper substances before being packed.

Due protection shall be given likewise to instruments, precision tools, spare parts and electric engines, etc. that may need to be kept under conditions exempt from humidity.

6. Fragile articles to be lifted shall be hold on to a support that enables to handle them

with cranes and lifts and suspension points shall be clearly identified.

7. The amount of packaging used shall be the lowest that guarantee the condition of the delivered goods. Packaging shall be easily reusable and recyclable, shall be manufactured, when possible, with recycled materials not containing toxic substances.

20. TAXES AND CHARGES

1. The Supplier undertakes to fulfill tax liabilities on earned income, according to his salary. Furthermore, he shall be responsible, before the Purchaser, of the fulfillment of the current law on Social Security and any other binding state or local encumbrance.

The Supplier shall specially undertake:

a) to faithfully fulfill the salary obligations of his workers and the payment of Social Security contribution. For that purpose, the Purchaser may request copies of the documents which justify the fulfillment of such obligations. Non-fulfillment of the mentioned obligations or not submitting the supporting documents may be considered "non-fulfillment of any main clause of the order attributable to the Supplier", at cancellation effects in the terms foreseen in clause 14.

b) to faithfully fulfill their tax obligations, both those related to his workers and derived from the order execution. For that purpose, the Purchaser may request the corresponding certifications which justify the fulfillment of the mentioned obligations. Not submitting those certifications or their renewal shall authorize the Purchaser to suspend the order, while they are not submitted; and, in case the execution of the order has been started, it may be considered "non-fulfillment of any main clause of the order attributable to the Supplier", at cancellation effects in the terms foreseen in clause 14.

2. All the taxes and charges shall be on the Supplier's account, except the VAT that shall be on the Purchaser's account.

3. In case of new taxes, they shall be paid by the party to whom they may concern according to law, except that new taxes replace the existing taxes. In this case, stipulations in the previous paragraph shall be established.

21. INSURANCE

The Purchaser has contracted a global insurance for the transport of all the purchases developed by the company. The Supplier shall follow the next instructions in case the value of the shipment exceeds 300.000,00€: inform in any circumstances before the shipment the following details:

1. Value of the shipment
2. Transport details: tracking number and transport agency. In case of not being able to communicate those details: driver's Tax Number Identification, number plate and model of the vehicle.
3. Measures, weight and number of packages.

In case of not following these instructions, all the expenses arisen from a possible accident shall be paid by the Supplier.

22. PUBLICITY

No reference, description or use as illustration with advertising purposes may be done with none of the goods or documents subject of the order, without previous authorization in writing from the Purchaser.

23. PROPERTY TITLE

1. The property title and risk of loss of the goods, by reasons different from those that cause the establishment of the guarantees, shall be handed to the Purchaser from the moment of the delivery, notwithstanding the legal obligations of rehabilitation which correspond to the Supplier.

2. The Supplier shall expressly put on record in suborders to other companies that goods to be delivered by the mentioned companies do not comply with retentions of title, seizure of property or encumbrance that oblige the Purchaser, who shall exercise full

control of the mentioned goods from the moment when delivery is done.

24. DOCUMENTS

All drawings, designs and specifications delivered by the Purchaser to the Supplier, as well as, any purchasing document such as requests for offer or prices in any format, order, letter of intent or any other documentation with commercial or contractual interest, are considered exclusive property of the Purchaser and confidential. Consequently, the Supplier undertakes neither to lend nor, in general, to use them or their copies or reproducibles without prior consent in writing of the Purchaser for any case. With regard to the Purchaser, the Supplier will be responsible of all misuse of documents both by him or the personnel dependent from him and other companies that may take part or their personnel.

25. PERFORMANCE OF THE ORDER

The order shall not be considered performed until not only all the goods and equipment, but also drawings, test protocols, test certificates, lists of parts, operations manual, instructions book, recommended lists of spare parts with price and those documents and obligations that may have been requested in the order have been delivered.

26. FORCE MAJEUR

1. None of the parties may be considered responsible of non-fulfillment of their contract obligations when the execution of those obligations is delayed or become impossible due to force majeure. Delay or impossibility of the execution of the order shall be communicated the other part in 48 hours time, maximum. Under no circumstances, delay or non-fulfillment derived from strike or industrial conflict in the Company of the Supplier shall be considered force majeure.

2. Delivery periods estipulated shall be extended a period equivalent to that period lost due to the force majeure. In case a force majeure continues after the delivery periods had been delayed due to this force majeure more than 15 calendar days, the Purchaser shall communicate the Supplier the

continuity or end of the contractual relationship.

27. QUALITY REQUIREMENTS

1. The Supplier shall have as common practice a quality assurance programme duly certified, elaborated according to the guidelines of a norm of recognised prestige. This programme shall be applied to the subject of the order.

2. The programme shall include, at least, quality manual, procedures, programmes of inspection points, which shall be at the Purchaser's disposal from the moment of the offer.

28. POLICY OF COMMERCIAL RELATIONSHIPS

The best attention the Purchasing Department may receive and the most appreciated from the Suppliers is their constant and systematic work directed towards the continuous improvement of their products, according to quality, price and delivery.

The Purchaser may offer cooperation in implementation of programmes and techniques that lead to the best of the three variables mentioned before.

The Supplier is in favour of applying the Purchaser's policy that bans their employees to give or receive favours or benefits to/from any person who has commercial relationships with the Purchaser. Any form or expression of bribery shall be avoided or condemned.

29. ARBITRATION

Any disagreement that may arise from this contract, and as long as Purchaser and Supplier are Spanish, shall be placed before equity arbitration by the arbitrator or arbitrators appointed for this purpose by AERCE (Spanish Association of Purchasing, and Supplies Professionals). Both, Supplier and Purchaser, shall undertake to fulfill the arbitration award of the arbitrator or arbitrators from AERCE.

Any disagreement that may arise from this contract or related to it as long as Supplier or Purchaser is not Spanish shall be definitively ruled, according to the Arbitration Regulations of the International Chamber of

Commerce, by one or more arbitrators appointed according to these Regulations.

The arbitration shall be carried out in Madrid (Spain), according to the Rules of Conciliation and Arbitration of the Chamber of Commerce and by one or more arbitrators appointed according to those Rules.

Costs of the arbitration procedure shall be paid, in any circumstances, by halves and in equal parts.

30. COURTS OF JUSTICE JURISDICTION AND APPLICABLE LAW

In case equity arbitration foreseen in the previous clause may not be applicable, incidences, discussions and disputes that may arise as consequence of these "General Conditions", shall be placed before Courts of Law of Madrid with express waiver of both concerned parties to any other jurisdiction to which they may be submitted to.

The order/contract to which these Purchasing General Conditions refer to shall be governed by the Spanish Laws.