

GENERAL TERMS AND CONDITIONS FOR PURCHASING GOODS AND/OR SERVICES CROMOGENIA UNITS

CGC-0913(I)

1. At the request of Cromogenia Units, Supplier will confirm acceptance of the order, irrespective of the method used for placing it, within eight days following receipt of the order. If no order confirmation is sent, the order will be deemed to be cancelled.
2. Cromogenia Units will not be bound by the general terms and conditions of sale of Supplier, unless Cromogenia Units has accepted such terms and conditions in writing.
3. The quality of the goods and/or services will match the specifications and Supplier will provide proof of compliance with the specifications (e.g. Analysis Certificates).
4. Cromogenia Units will not be deemed to have accepted any goods and/or services, until the goods and/or services received have been approved by the Control Services of Cromogenia Units.
5. Delivery notes and invoices must contain the order number and all shipment details (quantity, quality, weight, marks...).
6. Supplier must meet all delivery deadlines, except in an event of force majeure, as established in the applicable Spanish laws. In the event of a delay, Cromogenia Units reserves the right to consider the order cancelled, without prejudice to the right of Cromogenia Units to claim damages.
7. Supplier will be held liable for any damages and defects caused to the manufacturing processes or the facilities as a result of the poor quality of the supplied goods and/or services in terms of their specifications and use.
8. By accepting an order, Supplier guarantees that the supplied goods and/or services, and the materials and/or goods used in the manufacture and processes employed meet all Government and safety limitations on restricted, toxic or hazardous substances, as well as all environmental regulations and the applicable occupational health and safety laws.
9. Supplier guarantees compliance with the existing legislation governing the labeling and packaging of hazardous substances and mixtures.
10. Supplier guarantees compliance with Cromogenia Units Code of Ethics for Suppliers and customers (CEPC-0912 (I)), which is available at www.cromogenia.com, and the applicable legislation in force.
11. Cromogenia Units waives any and all liability for supplied materials in excess of the quantities ordered, including if said materials have been accepted on a provisional basis at its warehouses.
12. Risks in relation to goods are defined under international commercial terms INCOTERMS 2010, including any subsequent amendments.
13. In the event a service requires the use of personnel: a) Supplier must comply with all health and safety regulations in force; b) Supplier must adhere to the safety plan and coordinate its activities with the Health and Safety Department of Cromogenia Units; c) Supplier must provide Cromogenia Units with an external certificate stating that Supplier has a Prevention Service for the Technical Area; and d) Supplier must inform Cromogenia Units of any subcontracts into which Supplier may enter, causing its subcontractors to also comply with items a), b) and c) above. In every case, the provisions on Coordination of Business Activities must be complied with, pursuant to the existing regulations of application.
14. Any discrepancies or controversies that may arise between the Parties shall be submitted to the jurisdiction of the Courts and Tribunals of Barcelona, the Parties expressly waiving any other jurisdiction to which they may be entitled.