

GENERAL CONDITIONS FOR PURCHASING OF QUERCUS TECHNOLOGIES S.L.

1. Acceptance of the order

1.1. No other conditions for purchasing, apart from the ones indicated in the present purchase order and detailed in these General Conditions, will become part of this agreement, unless explicitly indicated in written by Quercus Technologies, S.L.

1.2. The Supplier shall send express acceptance of the Order within five working days after it has been received. Silence on the part of the Supplier will be deemed as acceptance of the purchase order.

1.3. If Quercus Technologies accepts goods or services without express objection, this can by no means be interpreted as the acceptance of the general conditions of delivery of the other party.

1.4. All contracts, further amendments and supplementary information shall be made in writing. Oral agreements will be binding only if they are confirmed in writing.

2. Prices, shipping and packaging

2.1. Packaging, transportation, containers, insurance and freight charges are deemed to be included in the prices stated in the purchase order, unless otherwise specified. Any surcharges for taxes or other duties, except to the ones related to the application of Value Added Tax (VAT) will not be accepted.

2.2. If any price is missing in the Order, the price set by the Supplier will not be valid until the quotation has been issued and written consent of Quercus Technologies, S.L. received. For prices greater than the ones indicated in the purchase order, the written acceptance of Quercus Technologies S.L. shall always be necessary.

2.3. Each delivery shall be accompanied by a delivery note that will clearly indicate the purchase order number placed by Quercus Technologies and the product references. This delivery note shall accompany the goods that are to be sent to the address indicated in the purchase order.

2.4. The goods shall be packed in a suitable manner in order to avoid any damage, especially to the mechanical, polished or fragile parts. The cost for suitable packaging shall be included in the cost of the goods supplied. The Supplier shall be liable for any damage that occurs as a result of unsuitable packaging.

2.5. All purchase orders shall be delivered at the address indicated in the order. Lack of the address means they shall be delivered at: Quercus Technologies, S.L., Avenida Onze de Setembre nº 19, 43203 Reus (España).

2.6. If the goods were not bought with prepaid freight, the delivery method shall be established by Quercus Technologies, S.L.

3. Delivery dates

3.1. It is binding that the delivery of goods shall be made complying with the delivery time as stated in the purchase order, unless otherwise indicated at a later date. In case this is not fulfilled, Quercus Technologies, S.L. reserves the right to take any legal action as entitled by the Law and even terminate the Order.

3.2. In case the Supply fails to fulfill, partially or totally, the delivery dates, Quercus Technologies, S.L. shall be entitled to optionally:

- Apply a late delivery penalty of 2% per each week of delay, whole week or not, (unless, the Specific Conditions of Purchase order indicate a greater one, in which case, this later will prevail), of the total amount of the order. This does not affect, however, Quercus Technologies, S.L. to terminate the order at any time and without the waiver of all the other compensations or claims entitled by Law.



- Automatically terminate the Order and being entitled of a 10% of the total amount in terms of "Penalty Clause", regardless of all the other claims or compensations to any other compensation that according to the law Quercus Technologies, S.L. may require.

3.3. The Supplier is not authorized to cancel all the works or terminate the purchase order without the previous authorization of Quercus Technologies. S.L.

3.4. Early deliveries always require the prior, written approval from Quercus Technologies.

4. Reception of Goods

4.1. The goods shall be examined by Quercus Technologies, S.L. upon their arrival at their point of destination and if it is found not acceptable will be returned to the Supplier at Supplier expenses.

4.2. The reception of the goods does not imply the acceptance of the quality and functionality thereof with regard to the warranty indicated in the order.

5. Warranties

5.1. The Supplier warrants the following to Quercus Technologies, S.L.:

- The goods provided shall present no flaws, visible or hidden, due to labor, material or manufacture.
- The services provided comply with the specifications and requirements stipulated in the purchase order.
- The goods supplied comply with the specifications, layouts, sample or any other kind of applicable description established.
- The goods and services provided comply with the quality, safety and environmental requirements that shall be contractually or legally demandable.
- The goods provided comply with operational requirements established, in each case, about performance and consumption.
- The goods and services provided are free of charges and encumbrances of third-parties which have not been declared or known by Quercus Technologies, S.L. The Supplier shall indemnify against and exempt Quercus Technologies, S.L. from any expense, charge or encumbrances resulting from the failure to comply with the contractual obligations with its suppliers, contractors, subcontractors, employees, agents or whoever natural or juridical person with whom any kind of agreement has been reached.

5.2. The Supplier shall keep Quercus Technologies, S.L. free from any charges and will defend it, at no cost, against any lawsuits or legal actions due to infringement of the industrial or intellectual property rights deriving from the use or sale of the goods supplied.

5.3. The Supplier shall keep Quercus Technologies, S.L. free from any liabilities and damages, and will indemnify the latter for any loss, economic guarantee, cost, damage or expenses incurred due to lawsuits or legal actions against it deriving from the use or sale of the goods supplied. Quercus Technologies, S.L. reserves the right to take part in the defense against such lawsuits or legal actions or, if so decided, to undertake the defense using its own lawyers.

5.4. The goods and services referred in the present order shall have minimum warranties of 1 year, since the date of reception or Provisional Reception, against all manner of manufacturing or assembly defects, as appropriate, unless this warranty would be modified by mutual agreement by the parts. The faulty or damaged goods by manufacturing or assembly defects during the warranty period or declared by Quercus Technologies, S.L. as not accurate for the purpose intended, shall be returned to the Supplier, who shall pay for the return of the goods to their origin, and it would be required to pay to Quercus Technologies, S.L. all expenditure incurred, including transportation, disassembly and reassembly.



5.5. The Supplier is committed to repair all the defects declared by Quercus Technologies, S.L. in the term established by Quercus, while keeping it harmless of any responsibility entailed from the said defects and non-compliance.

5.6. An express authorization from Quercus Technologies, S.L. is always required for any subcontracting. The Supplier shall agree with third parties the total or partial completion of works upon prior written authorization from Quercus Technologies, S.L.

6. Ownership Title

The ownership title and the risk for the loss of goods, for different causes than the ones covered by the warranty, will be assigned to Quercus Technologies, S.L. with the delivery in the point of delivery set.

7. Billing and payment

7.1. The invoice issued shall comprise the Purchase Order Number and the references of the products supplied and shall be sent to the work center that initiated the order and shall arrive at Quercus Technologies, S.L. in no more than 10 working days after the date of the issuance.

7.2. Quercus Technologies, S.L. reserves the right to return invoices that, in its opinion, are not conform or are not according with the requirements of current legislation, and to consider their date of issue in order to calculate the payment term to be the date when they conform.

7.3. The Supplier shall not issue the invoice until the complete delivery of the good, unless it is agreed between the parties to do partial deliveries and invoicing. Quercus Technologies, S.L. shall not be obliged to receive earlier deliveries to the agreed dates. In case of early deliveries, the Supplier shall not have the right to issue any invoices. All invoices issued that do not correspond to the contract terms agreed will be rejected.

7.4. All payments, unless otherwise specified in the Order, shall be made according to the maturity date indicated in the Order as from the date when the invoices are approved, by means of banks transfer to the account indicated by the Supplier to this effect.

7.5. Invoices will be paid on the 20th of each month, with the exception of August, when the invoices will be paid on the 20th of September.

8. Assignment

The Supplier shall not assign, transfer by any title, charge all or part of the rights and obligations arising from this Order, including the credit rights, without prior written authorization of Quercus Technologies, S.L.

9. Quality and Environment

The Supplier will be responsible for the development and implementation of the environmental management operations to be applied, according to the environmental legislation in force at any given time, and assuming to that end the costs deriving from such obligation.

The Supplier shall be responsible and shall bear the cost of complying with all the public (including here communitarian, national, regional or local legislation) or private official regulation related to environment matters that may apply and shall act diligently to complete with them and to ensure that Quercus Technologies, S.L. complies with the said regulations in relation to the goods that constitute the object of the sale or supply.

10. Safety, Occupational Health and Safety Service

The Supplier shall be liable for the compliance with all the provisions of a legal nature in matters of Occupational Health and Safety and Prevention of Occupational Risks and undertakes to implement them.

11. Confidentiality

All drawings, designs and specifications provided by Quercus Technologies, S.L. to the Supplier, in relation to the Order, are the exclusive property of Quercus Technologies, S.L. and shall be considered confidential. The Supplier agrees not to transfer copies or reproductions to third parties without the prior written consent of Quercus Technologies, S.L., given for each case.

The Supplier may not refer, describe or use as an illustration for advertising purposes any material or document that constitutes the subject matter of the Order, without previous written authorization of Quercus Technologies, S.L.

12. Validity of These Conditions

The acceptance of the Order by the Supplier means the acceptance of the totality of these general conditions of purchase that form an integral part of it.

Likewise, the total or partial supply by the Supplier implies the acceptance of the present conditions and the ones indicated by the present.

13. Termination

Quercus Technologies, S.L. reserves the right to terminate the Order in cases expressly provided in these conditions, those caused by any failure of the Supplier and insolvency, bankruptcies, or amicable or judicial liquidation of the Supplier, without prejudice to the rights and remedies that may fall.

14. Applicable legislation and Jurisdiction

The Supplier must comply with all applicable laws, regulations and provisions, applicable to the order from its placing, to the material, equipment and / or services that are its object.

The General Purchase Conditions are regulated by the Spanish law and legislation. The parties are subject at their option, for the resolution of conflicts and with waiver of any other jurisdiction, to the jurisdiction of the Courts and Tribunal of Reus, as the legal office of Quercus Technologies is located in Reus.