

	<b>LIST</b>	<b>Code:</b> BDPQ-LT004 01
	<b>GENERAL PURCHASING CONDITIONS (ENGLISH)</b>	<b>Revision</b> 1
		<b>Date of Revision:</b> 06/06/2016
		- -
		<b>Page:</b> 1 of 1

**1. Definitions; Agreed terminology:** The term “Purchaser” refers to Barcelonesa de Drogas y Productos Químicos, S.A. or to any company which is (a) a subsidiary of, or related to Barcelonesa de Drogas y Productos Químicos, S.A. and (b) the company purchasing the goods, or on whose behalf the goods referred to in the Order are purchased. The term “Supplier” refers to any individual, company or other organisation instructed to render the services or supply the goods in accordance with the present General Conditions. The “Order” includes the present General Conditions, the specific characteristics of the goods being purchased, identified in the goods request made to the Supplier, and any other documents referred to in said Order. The term “goods” includes all articles, materials and other services referred to in this Order. Whenever the present General Conditions form part of a contract, the references made to the Order are, wherever applicable, understood as being made to said contract.

**2. Conditions and acceptance of the Order:** All Orders placed are subject to the conditions set out below, in addition to those which are referred to at any moment in the present General Purchasing Conditions. The same shall take precedence over any other provision or other general conditions of Purchase or Sale.

If, prior to delivery of the goods, the Supplier has not accepted the conditions, the Purchaser shall assume that the Supplier accepts all the provisions therein.

**Acceptance of the Order by electronic means:** The Purchaser and the Supplier will simplify commercial transactions by sending the information via electronic means. The Supplier accepts orders placed by electronic means as valid, as well as, in the case of a “Business to Business” environment, all Key Documents produced electronically by the Purchaser without being signed. The Key Documents include, without restriction: Order, modifications to the Order, acceptance of the Order, ASN advanced shipment notice and invoice.

**3. Fixed price:** The price indicated in the Order is deemed fixed and agreed and shall not be modified for any reason without the express written consent of the Purchaser.

**4. Invoicing and payment:** The Supplier shall issue the invoices on delivery, indicating the Purchase Order number. The invoices must only include the costs/expenses contained in the Order. Invoices that include any items not contained in the Order and invoices that do not comply with the Invoicing Requirements may be returned and their payment delayed. Any payments delayed owing to said circumstances will not be considered as paid outside the payment deadline.

The invoicing and payment references shall be established in the Order or in the related contracts.

Payment does not constitute a waiver on the part of the Purchaser of any of its rights.

- 1. Packaging:** The Supplier guarantees that the supplied goods comply with the ADR regulation (Agreement on the international transport of dangerous goods by road) or with the IMO regulation in the case of maritime transport. In addition, and for all types of deliveries, the Supplier shall adhere to the Responsible Care programme and shall comply with the SAT certification, and with the merchandise labelling rules according to CLP regulation.
- 2. Delivery:** Each Order will establish the goods delivery location and method, and the corresponding INCOTERMS shall be negotiated between the parties. Unless stated otherwise, the deliveries shall be made by the Supplier to the plant of the Purchaser. Reception of the goods does not constitute final acceptance of the same. The Purchaser reserves the right to return or reject unsatisfactory or unwanted goods, at the Supplier's expense.
- 3. Assignment:** The Supplier shall not assign the Order, any sums it has been paid by the Purchaser or any of its rights or obligations described herein without the prior written consent of the Purchaser. Its relationship is *intuitu personae* and cannot be assigned without the express written consent of the Purchaser.
- 4. Subcontractors:** The Supplier may not subcontract any part of this Order without the prior written consent of the Purchaser. In cases where the Purchaser grants said consent to the Supplier, the latter will remain directly responsible for the fulfilment of the obligations owed by it or by its subcontractors in virtue of the present contract.
- 5. Independent contractor:** The Supplier is an independent contractor and not an employee or Agent of the Purchaser. The Purchaser waives any right of control over the *modus operandi* of the Supplier and shall not control its *modus operandi*. The Supplier does not have the authority to manage or control the actions of any employee of the Purchaser. The role of the Supplier will be as an advisor and not one of a hierarchical superior of the employees of the Purchaser. The Supplier cannot act on behalf of or in the role of the Purchaser, or be chosen due to the benefit it represents for the contracting party or their subordinates.
- 6. Changes:** Any changes relating to the quantity of goods ordered or the delivery date shall be negotiated by mutual agreement between the Parties. If any of these changes result in an increase or decrease in the cost or the time required to execute the work stated in the Order, the effect thereof will be agreed and the Order will be modified in writing as appropriate.

- 7. Guarantee:** The Supplier guarantees that (a) the goods supplied to the Purchaser comply with the specifications and the description contained in the Order, as well as all the agreed conditions (b) said goods are free of any defects as regards their design or materials (c) it possesses the capacity, the professional skills, permits, licences and certificates necessary for the supply of the goods (d) the goods do not breach any third party industrial property rights, and (e) the Supplier declares the legitimate origin of the supplied goods and guarantees that it is the lawful owner of the same and that they are not subject to any encumbrance or lien whatsoever. Unless specified for a longer period by law or through an agreement between the Purchaser and the Supplier, said guarantees shall have a duration of two years.

In the event of breach of any of the aforementioned guarantees and without prejudice to the actions that may be taken by the Purchaser, the Supplier, at its sole expense (a) shall replace the defective goods with goods considered compliant by the Purchaser at the plant of the latter to which they were originally sent. Only in cases where the replacement is not possible within the delivery deadline required by the Purchaser or a different requirement is established by the legislation of the country of delivery, the Supplier, at the discretion of the Purchaser, will either (b) repair the defective goods at its own expense, or (c) reimburse the Purchaser the purchase price of the defective goods.

If the Purchaser opts for repair or replacement, any defect shall be remedied at no cost whatsoever to the Purchaser, including but not limited to the costs of transfer, repair and replacement of the defective goods and the delivery of the new goods. All such repaired or replaced goods shall be guaranteed as stipulated above. The Supplier also guarantees that it will transfer the ownership of the supplied goods to the Purchaser and that said goods are handed over free of any bond, withholding, encumbrance or lien. Payment of the Order cannot under any circumstance be interpreted by the Supplier as the waiver, discharge or acceptance of any of the guarantee clauses by the Purchaser.

In cases where the Supplier does not remedy the defects or replace the defective goods within the deadline specified by the Purchaser, the latter may arrange their reparation on its own behalf at the Supplier's expense.

The guarantees and other provisions contained in this clause shall continue to apply after the inspection or acceptance and payment of the goods, and after the fulfilment, termination or cancellation of this Order.

With regard to products that contain hidden or apparent defects, the Purchaser will have a deadline of two months to submit a claim from the moment it detects the defect, and may repair them directly at the Supplier's expense.

**12. Supplier liability and compensation:** The Supplier will guarantee and compensate the Purchaser, its employees, agents, subsidiaries and representatives against any liability, claim, cost or expense derived from the death, personal injury and loss or damage of the property of any person as a result of, or in any way related to, the

execution of the services and/or handover of the goods caused by acts or omissions of the Supplier, its employees, agents or contractors. By way of example, these include but are not limited to: Defective packaging and/or incorrect identification of the Product.

**13. Non-compliance:** In cases where the delivery of some or all of the goods referred to in this Order is not executed within the deadline specified in the same, which for the purpose of the present General Purchasing Conditions is considered a serious breach, or in the event of any other breach or non-compliance by the Supplier of any of the present General Conditions or specific ones in the Order, the Purchaser reserves the right to cancel this Order, in part or in whole, as soon as possible, by written notification under the terms stipulated in law, without prejudice to the right of the Purchaser to damages arising from the breach of the contract.

The Purchaser also reserves the right to cancel the Order with immediate effect under the terms stipulated in the law in the event of de facto and de jure insolvency of the Supplier, or if the same is engaged in a process of liquidation other than voluntary liquidation for the purpose of merger.

**14. Termination:** The Purchaser may cancel the Order within a reasonable period of time depending on the type of goods requested, and in all cases before shipment of the same and by mutual agreement with the Supplier.

**15. Limitation of liability:** Under no circumstances will the Purchaser owe any liability to the Supplier for the loss of use, profit, business or losses of any other kind owing to indirect, special or consequential loss or damage incurred by the Supplier as a consequence of the Order.

**16. Payment limitations:** The Supplier shall not directly or indirectly offer or use money, property or any other item of value received as a consequence of this Order to inappropriately or unlawfully influence any decision, judgement, action or omission of an official, employee or representative of any government-owned entity or agency or body of the same or of any entity or individual as a consequence of the Order or any annex or modification to the same. It shall not make any payment or participate in any transaction related to this Order which is unlawful, inappropriate or which aims to unduly or inappropriately influence a third party, including, among other actions, threats or bribes. If the Supplier breaches the terms of the present clause, the Purchaser may terminate this Order immediately without liability.

**17. Supplier consent:** By providing its details and personal information and/or those of its employees to Barcelonesa de Drogas y Productos Químicos, S.A., the Supplier consents to the collection, processing, storage, use and transfer/assignment of said information to Barcelonesa de Drogas y Productos Químicos, S. A. and to all its subsidiary companies and its authorised agents for the purpose of managing the process whenever Barcelonesa de Drogas y Productos Químicos, S.A. purchases goods or products from Suppliers ("payment requisition") or whenever Barcelonesa de Drogas y Productos Químicos, S.A. sells goods or products to clients ("cash order"); of disseminating information on the products and services of Barcelonesa de Drogas y Productos

Químicos, S.A: through press releases, telephone calls and electronic communications and mailings; to facilitate the commercial relationship between the Supplier and Barcelonesa de Drogas y Productos Químicos, S.A: allowing the latter to contact the Supplier and its employees, allowing it to process and manage transactions performed through internal systems and those of third parties and for any other purpose that promotes the commercial relationship the Supplier has with Barcelonesa de Drogas y Productos Químicos, S.A. and its products, using the information collected solely for this purpose and storing the same for the period required to fulfil said purpose.

The Supplier guarantees that it will ensure its employees comply with the provisions of the applicable laws in relation to the obligations they owe as a consequence of the receipt and processing of personnel data. In the event that the Supplier breaches any of the aforementioned obligations referring to the disclosure of personal data in any way, the Supplier will adopt the necessary measures as required by the applicable laws.

**18. Confidentiality:** All information provided by the Purchaser either verbally or in writing including, but not limited to, documents and other media that include specifications shall be treated as confidential by the Supplier and shall be destroyed or returned in good condition on fulfilment of the Order or at the request of the Purchaser, and the Supplier shall not publish or disclose it to third parties or copy or use it for any purpose other than the fulfilment of the Order without the prior written consent of the Purchaser.

**19. Company name/Logo:** The Supplier cannot use the name of the Purchaser and/or its logo except for the execution of the Order without having obtained the prior written consent of the Purchaser.

**20. Force majeure:** Grounds of Force Majeure shall include all unforeseen situations and events, and foreseeable ones whenever they are unavoidable and beyond the reasonable control of the parties, occurring after the issue of the Order, including but not limited to wars, natural disasters, embargos and government acts or regulations and coercive measures.

If the consequence of the Force Majeure prevents either of the parties from fulfilling its obligations under the terms of the Order, in whole or in part, the affected party shall notify this to the other party as soon as possible after it becomes aware of such circumstances, unless the Order establishes an alternative deadline. Wherever possible, the notification shall indicate the obligation that cannot be fulfilled. Breach of the notification requirement will impede the affected party from declaring Force Majeure.

In cases where the Supplier is the party affected by Force Majeure, the Purchaser shall be entitled to cancel the Order in part or in whole without incurring any liability.

**21. Supplier Standards:** The Supplier affirms that it has access to and has read and understood the standards of conduct of the Purchaser established in the Standards for Suppliers of Barcelonesa de Drogas y Productos Químicos, S.A. Furthermore, the Supplier acknowledges that it has not paid or been requested to pay any sum to benefit

any employee of the Purchaser (or relative or known partner of the same) in relation to the award of the Order.

**22. Quality Requirements:** The Supplier will establish a Certified Quality Control System (ISO 9001, ISO TS 16949, AS9100, ISO 22000 etc.). The documentation relating to said system shall be made available to the Purchaser. Even where the Supplier possesses an ISO certificate or any other internationally-recognised rating standard, the Purchaser may analyse the capacity of the Supplier to fulfil the required quality standards.

**23. Applicable laws:** Except where the Parties agree otherwise in writing, the applicable legislation shall be that of the country to which the Purchaser belongs, and the Courts of said country shall have jurisdiction over any claim or dispute arising from its application.

**24. Order of prevalence:** In the event of conflict, the terms of the Order shall take precedence over the General Purchasing Conditions.

**25. Divisibility:** If any term, provision, pact or condition of this Order becomes invalid or inapplicable for any reason, the remaining provisions of this Order shall continue to be fully applicable provided the intention of the parties is not altered. If this is the case, the parties agree, wherever possible and lawful, to add a replacement provision in order to fulfil the originally intended aim.

