



## **Terms and Conditions of Purchase**

January 2023



## 1. General Conditions

The present terms and conditions shall apply to all orders/contract placed by Talleres Zitrón. Any variation, waiver or addition to these general terms of purchase will only be valid if it has been submitted in writing, prior to the acceptance of the order or contract award, and accepted in the same way by Talleres Zitrón. No terms or conditions put forward at any time by the supplier shall form part of this contract.

## 2. Modifications

Any modifications to the order/contract that the supplier includes in quotations, order confirmations, delivery notes, technical documents, drawings, invoices or similar documents between the parties will not be valid unless expressly accepted in writing by Talleres Zitrón.

The conditions and specifications of the order shall prevail over the supplier's offer, in the event of discrepancies the supplier shall request a written agreement to Talleres Zitrón with an amended order.

## 3. Delivery

The supplier shall deliver the goods and provide the services at the place and date specified in the order. Items delivered in advance of the due delivery date or in excess of the proper order quantity may be returned at the supplier's expenses.

All deliveries must be accompanied with a delivery note in which the order number and the correct designation of the items must be clearly stated. The supplier shall request to Talleres Zitrón to stamp the delivery note of the goods and/or services. The stamp or the signature of any delivery note by or on behalf of Talleres Zitrón shall not imply that the goods are accepted in regards of quality.

In the case of overdue deliveries Talleres Zitrón shall be entitled to claim delivery by the fastest possible means, at the supplier's expenses.

## 4. Invoicing

Invoices will contain the complete purchase order number of Talleres Zitrón, the delivery note number and if it is applicable the number of the associated non-conformance.

Invoices dated prior the delivery of goods or termination of service, unless stated in the order, will be refused. Invoices containing the same delivery note or invoices from EU countries without the customs tariff number, weight, delivery terms and delivery address will not be accepted.

The products and/or services delivered outside the premises of Talleres Zitrón shall be documented with a copy of the delivery note, dated and signed with the full complete name of the recipient and attached it to



the invoice.

Invoices must be received before the fifth day of the following month after the delivery of the goods or completion of the service. If an invoice is received with a delay of more than 15 days after being made out, the due date will be calculated from the date of receipt of the invoice.

If special terms are not agreed, invoices will be paid by reverse factoring every 10th and 25th of each month in accordance with the due date stated on the order.

Payments of non-conforming materials will be withheld until the supplier remedies the defects. The due date will start to count from the date the defects are solved.

## 5. Safety and health

The supplier shall be responsible for the safety and health of its employees. The supplier shall comply with all the Environmental and Health & Safety rules and regulations in force at the time which are applicable for the order/contract.

## 6. Code of Conduct

The supplier is obliged to comply with the laws of the applicable legal system. Specifically, the supplier will not commit, actively or passively, nor directly or indirectly, any bribe, any violation of basic human rights of employees or any child labour.

## 7. Intellectual property

The supplier assumes the responsibility and guarantees that the supplier's production processes and products do not infringe patents or property rights of third parties.

The supplier undertakes to keep strict confidentiality and not to disclose or appropriate confidential information obtained in the course of the business activities whether is technical, financial, and commercial or any other information supplied by Talleres Zitrón for the manufacturing of elements or parts of fans or any other industrial machinery.

## 8. Guarantee

The supplier guarantees all goods supplied are of its ownership, new and unused at the date of delivery and meet the quality and safety requirements specified in the order. The supplier shall provide the goods and/or services in compliance with all applicable laws and regulations.

The guarantee period is twenty four months from the date of receipt of the goods/services unless



otherwise agreed in the order/contract. This period is in addition to, and will in no way limit, any other rights that may be available to Talleres Zitrón at law or in equity.

The guarantee liability covers the repair, replacement of the defective items or re-perform or make good the defective services including freights, forwarding and other direct costs linked with the delivery of the repaired or replaced product under guarantee.

If within a reasonable time, the supplier fails to remedy the defects Talleres Zitrón shall be entitled to repair them or to order it to a third company. The cost of such a work shall be reimburse by the supplier.

## 9. Jurisdiction

This agreement shall be governed in accordance with Spanish law. The parties hereby agree to submit to the exclusive jurisdiction of the courts of Asturias.



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