



GENERAL CONDITIONS OF PURCHASE OF EFTEC Systems SA

1. - SCOPE AND ACCEPTANCE

These conditions relate to the acquisition by EFTEC Systems SA of Capital Goods, consumables, merchandise or raw materials.

The purchase conditions are considered accepted by the Supplier in full by the fact accepting the Order.

The changes proposed by the Supplier to these Terms and Conditions must be agreed and expressly accepted by EFTEC Systems SA in writing, and any that contradict or restrict this agreement shall be deemed invalid.

2. - ORDERS

Orders are made in writing by EFTEC Systems SA on the attached form.

The order must specify the requested material, amount ordered, unit price, delivery and transport conditions.

The order must be signed by the Director of Purchasing to be accepted by the Supplier.

3. - ACCEPTANCE OF ORDER

For Suppliers with which the commercial relationship is starting, the acceptance of the Order shall be in writing, also including express acceptance of these General Conditions of Purchase.

For Suppliers with which a commercial relationship already exists, the order will be deemed to be accepted unless the Supplier indicates in writing its withdrawal within five working days from receipt of the order.

In addition, for these Suppliers acceptance of the Terms and Conditions is deemed to be indefinite until indicated otherwise in writing.

The date of receipt of the order will be the same as that of its dispatch if sent by fax, and five working days after the dispatch if the order is sent by mail.

4. - DELIVERY OF GOODS

The Goods must be delivered to the warehouse indicated in the purchase order on weekdays and during reception hours (from 06.00 until 21.00).

The goods travel at the risk of the Supplier, unless otherwise indicated by EFTEC Systems SA when ordering.

Customs costs and import taxes, if any, shall be borne by EFTEC Systems SA.

Raw Materials must be properly packed and palletised, except those for which by their nature or volume this would be impossible.

The persons performing the delivery of goods will be required to cooperate with the personnel of EFTEC Systems SA, to ensure that such delivery is made as quickly and efficiently as possible.

If the goods are delivered in containers, they must be equipped with mechanisms to facilitate the deposit of their contents in our tanks.

The installation and commissioning of Capital Goods shall be covered by the Supplier.

5. - DEADLINE

The delivery deadline will be that specified in the Order and may be a specific date or a period of time after the dispatch of the Order.

Changes to the date or deadline shall be agreed and accepted in writing by EFTEC Systems SA.

The Supplier shall pay a penalty of 4% of the total Order for each week of delay in the delivery, but this does not eliminate the potential claim for damages that any, even minor, delay could cause.

6. - DOCUMENTATION

With all types of goods the following documentation must also be included:

- a) Delivery note containing the name and address of the Supplier, Supplier Number assigned by EFTEC Systems SA, Order No., Material Name, Number and Unit Price.
- b) Customs Documents in the case of Imports
- c) Certificate of Analysis.
- d) Maintenance Standards and Parts List in the case of capital goods.

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In the case of paragraph d), and assuming that the data indicated do not vary from one delivery to another, it will be sufficient simply to indicate them on a single occasion.

The Goods and Capital Goods must comply at least with all current statutory provisions at the time of making the order, without prejudice to the undertaking of the Supplier to comply and provide EFTEC Systems SA with such additional supplementary measures as may be necessary or advisable in specific cases.

7. - ACCEPTANCE OF THE GOODS

The simple delivery of goods to our reception personnel or our Carrier does not constitute acceptance of them.

The acceptance of the Goods requires the written agreement of EFTEC Systems SA on quality and quantity. Any request made with an error of more than 5% by amount must be made good within a period of 72 hours. If at that time the order has not been completed, the penalty indicated in paragraph 5 will apply to the amount not served.

If, within six months, EFTEC Systems SA finds hidden defects or faults, even when the invoice has been paid, it may reject the material whether or not for replacement, depending on the circumstances, being entitled to claim further damages if they had been caused.

The removal of defective material will be covered by the Supplier within a period of two weeks. If the material is removed by EFTEC Systems SA through its resources, it will recover the transport costs from the Supplier.

EFTEC Systems SA is not a buyer and does not have any responsibility for the materials served for more than 5% in excess of the amount requested.

8. - WARRANTIES

Capital Goods will be guaranteed by the Supplier against defects for a period of one year. EFTEC Systems SA can allocate a charge to the Supplier for any losses that may cause a malfunction during this period.

9. - INVOICES AND PAYMENT

Invoices will be sent in duplicate within a period of 15 calendar days from the delivery date of the goods or the last day of the month in which the goods are delivered if it is before those 15 days.

Invoices contain all legal and fiscal requirements and at least the following information:

Name or Company Name Supplier, Supplier No assigned by EFTEC Systems SA, Order No., proof of delivery No., Name of the Material according to the Order, Quantity, Unit Price, Total Amount, Date and Invoice No..

In the absence of any other stipulated form of payment, it will be made within 90 days of the date of the invoice with the 10th and 25th of each month being regarded as days of payment. Payment will be by check or direct debit on a current account of EFTEC Systems SA

10. - CHECKS AND NON-ASSIGNMENT

Supplier expressly authorises those checks which, in terms of the manufacture corresponding to the orders placed by EFTEC Systems SA, are deemed to be performed by its employees.

The Orders of EFTEC Systems SA cannot be assigned to another Supplier.

11. - FORCE MAJEURE

In the event of flood, fire, other accident, labour dispute or other case of force majeure, EFTEC Systems SA may suspend the receipt and payment of goods ordered from its Suppliers.

12. - LEGAL VENUE

Any question or divergence of interpretation or application of these General Conditions that has not been resolved by mutual agreement shall be referred to the jurisdiction of the courts of Zaragoza.

13- ENVIRONMENT, HEALTH AND SAFETY

All products supplied by the Suppliers of EFTEC Systems SA must comply with the applicable European Directives on Environment and Health and Safety at Work, as well as any additional requirements imposed by the Spanish legislation in these areas.

Figueruelas, 1 September 2001

EFTEC Systems SA

DISTRIBUTION OF DOCUMENTATION

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13	14	15	16	17	18	19	20	21	22	23	24