

# **GENERAL TERMS AND CONDITIONS OF PURCHASE** **(for suppliers)**

## **PURCHASE ORDER**

- The order is personal and non-transferable.
- Any requirement that conflicts with our purchasing conditions must be accepted by DIRNA-BERGSTROM S.L.
- Upon receipt of the order, the supplier will send confirmation of the order within no more than two days from the date of the order.
- Variations in deliveries that have not been previously accepted in writing will not be admitted.
- The supplier must immediately communicate any incident that prevents the fulfillment of the order.
- The supplier undertakes to make the supplies and/or carry out the contracted manufacturing in accordance with the specifications in the plans, standards, and purchase order. No changes will be valid unless previously approved in writing by DIRNA-BERGSTROM S.L.

## **DELIVERY**

- The deliveries have to be carried out exclusively in the address stated in the order.
- Delivered goods have to fulfill all the legal requirements stated in the relevant legislation.
- The supplier commits himself to obey the date of delivery agreed. Any delay will authorize DIRNA-BERGSTROM, S.L to cancel the order, without incurring in any other responsibility.
- In case of accepting the delivery, the expiry date of the invoice that includes the delivery note, will be postponed 10 days for each day of delay.
- Advanced deliveries don't applied expressly will authorize Dirna to delay the book-keeping.
- The goods must be sent freight paid at supplier's own risk, unless another agreement is stated in the order.
- Delivery notes will indicate order number, DIRNA-BERGSTROM, S.L Number of the product and description, price by unit and a total valuation of the delivery note.
- After the validation by DIRNA-BERGSTROM, S.L regarding the conditions of the product packing, every modification without being required and accepted before by DIRNA-BERGSTROM, S.L will be a reason to reject the goods.

## **INSPECTION**

- The supplier will allow the access to his facilities for an inspection on behalf of DIRNA-BERGSTROM,S.L
- The verification for DIRNA-BERGSTROM, S.L part, doesn't exempt the supplier from the responsibility of delivering the goods in acceptable conditions.
- Rejected goods due to quality, quantity or delivery time differences will be returned without more warnings and with all the posted and packing expenses at supplier's charge.
- After the approval by DIRNA-BERGSTROM, S.L of the first samples of each product, each modification in the goods, weight, and superficial finished, geometry or appearance don't required previously by DIRNA-BERGSTROM, S.L will be a reason to reject the goods.

## **QUALITY COMMITMENT**

- Acceptance of the order implies a commitment to comply with the conditions reflected in the DIRNA-BERGSTROM S.L. Supplier Manual.

## **INVOICING**

- Every invoice regarding an order must hold DIRNA-BERGSTROM, S.L order number and delivery notes number.
- Invoices, which will be sent with a duplicate copy, have to fulfill the relevant standards.
- Each invoice will hold the payment conditions previously agreed.

## **PAYMENT CONDITIONS**

- The payment will be settled by bank transfer indicating the invoices we refer to.
- The postponement will be 60 days from the date of the invoice (fix day 10<sup>th</sup> and 25<sup>th</sup> each month) and the payments can hold one or more invoices issued in the same month.

## **CREDIT NOTES**

- They will be deducted from the invoice that causes a claim by DIRNA-BERGSTROM,S.L

## **DOCUMENTATION/TOOLS**

- PLANES/TOOLS: in every case these planes and tools can only be used for the realization of our orders.
- Any time these planes and tools will be at our disposal and will be returned to us when required.
- DIRNA-BERGSTROM, S.L reserves the right to visit e inspection in the supplier's address the manufacture of the pieces held in this order.
- TOOLS in supplier's facilities subject to the deposit contract written for this intention.

## **GOODS IN DEPOSIT**

- The holder of goods in deposit undertakes to deliver these goods to DIRNA-BERGSTROM S.L. when required and to use them only for the manufacture of orders requested by DIRNA-BERGSTROM S.L.

## **JURISDICTION**

- In case of disagreement about the acceptance of an order, both in terms of quality and money, firstly it try to be solved in DIRNA-BERGSTROM,S.L offices, among the Quality and Purchase Manager of Dirna, and the supplier and in case of legal conflict, it will be necessary to resort to the Courts in Alcalá de Henares and the parties waive any other jurisdiction to which they may be entitled.

## **LAW OF PERSONAL DATA PROTECTION**

- According to the Law of Personal Data Protection 15/1999, of Protection of Data of Personal Character, we inform you that DIRNA-BERGSTROM, S.L is responsible for a file of data of personal character, where collected details from suppliers and contact persons are held, including their email address used to manage the commercial relationship with you and the accounting management regarding them.
- It is necessary we receive from you all the required information, guaranteeing that all of them are true, exact, complete and updated and have the rights to give DIRNA-BERGSTROM, S.L the details of one or more contact persons of the company.
- We inform you that your data can be given to tributary entities when tax obligations are required to fulfill and also to bank entities to manage the payments and collections.
- As informing us about your details mentioned before, you allow us expressly its use and communication for the informed purposes.
- In case of modification or variation of any of the data held in our data base, particularly in details regarding contact persons, you have to inform us about this fact so that we can update our data base.
- For the exercise of the access rights, rectification, cancellation or opposition, an identified writing with the reference "Protection of Data" should be sent where the belonging request is concreted and a copy of the ID of the interested person is attached, to the following address: C/Francisco Alonso, 11A -28806-Alcalá de Henares (Madrid)

**THE ACCEPTANCE OF THE ORDER IMPLIES THE COMMITMENT FROM SUPPLIER'S SIDE AND THE ACCEPTANCE OF THESE CONDITIONS**