

1. SCOPE

The Purchase Clauses described below bind ENGINEERED LAND SYSTEMS, S.L. (hereinafter ELS) and the supplier with whom the Orders for the supply of materials or services are arranged. The order is understood to be accepted by the supplier if a written notice is not received within a week from its dispatch stating otherwise. Acceptance of the order by the supplier implies the beginning of the necessary work for its completion in all terms: Tools, samples, materials, etc.

2. DELIVERY TERM

The goods and services will be delivered to the place designated in the order, on the date indicated and / or complying with the supply programs indicated. ELS may require, at any time, the supplier to fulfill any order for goods and services in the agreed manner. If delivery is not made in this way, ELS may choose to cancel its order commitments and / or demand from the supplier a penalty of 1% per week of delay on the total amount of the order. Given these supply problems, ELS may choose to cancel the order and may even return partial deliveries that have been made.

3. ADVANCES OR EXCESS

ELS may accept or return any advance or excess of the order, according to what is consigned therein, in terms of dates and quantities. If the return is chosen, the supplier will bear the costs incurred by it. If on the other hand, ELS accepts the excess supply, this does not imply the modification of the payment obligations that will be made effective according to what is stipulated in the order.

4. QUALITY

The parts or materials and services supplied by the supplier will conform to the specifications required by ELS, Orders, Standards, Plans, etc.

Each supply must be accompanied by the required documentation: delivery note, inspections, required controls, records and relevant certificates referring in each certificate to the piece, order and corresponding delivery note. This requirement is an indispensable condition.

The supplier must provide ELS, as well as its customers, with the necessary access to its facilities and records to verify compliance with the contract requirements.

Product verification does not relieve the supplier of responsibility for supplying an acceptable product, nor will it prevent a posteriori rejection.

The incorrect parts or lack of contrasts of the appropriate controls and certificates, may be selected unilaterally by imperative necessity, by parts of ELS and charge the supplier of these works or return them in their entirety, the supplier paying the costs of the return. Within the period of acceptance and / or confirmation of the order by the supplier, the ELS Quality department may expand the specific quality clauses, the supplier having to study their viability and clearly specify the modifications that may occur on the commitments acquired in the order.

Specific NATO Requirements

"All the requirements of this contract may be subject to Official Quality Assurance. You will be notified of any Official Quality Assurance activity that will be carried out".

5. SUBCONTRACTORS

The subcontractor must deliver to ENGINEERED LAND SYSTEMS, S.L. the specific certificate of being up to date with their tax obligations for the purposes of the provisions of Article 43 1 f) of the General Tax Law, which must be in force at the time of making any payment related to your order.

6. WARRANTY

When, due to the warranty that ELS grants to its Clients, which unless expressly stated will last for two years, it is necessary to replace any part, material or service, ELS will receive from the supplier, free of charge, the parts or materials to be replaced and the charges economic costs that the aforementioned substitution entails, without prejudice to the rights and actions that ELS may exercise. The supplier may demand, at his own expense, the material or parts replaced.

7. TOOLS

The tools necessary to manufacture ELS parts or those contracted by it, are its property and are in deposit with the supplier, and the latter cannot manufacture for a third party, except with the written permission of ELS.

8. PRICE

They will be those consigned by the supplier in Offer, on the basis of Standards, qualities, plans and other specifications, requested by ELS, or in the order, the latter's data prevailing, in case of discrepancy. Within the prices, unless otherwise indicated, shipping and packaging will be included.

9. PAYMENT

Payments will be as reflected in the order, and the provider cannot modify any parameter. The adjustments would be made, by reasoned request and previously agreed with ELS.

10. ORDER MODIFICATIONS

Por causa de fuerza mayor, accidente o huelga o cualquier otra circunstancia ajena a su voluntad ELS podrá modificar el pedido y suspenderlo, sin que por ello, el proveedor pudiera aducir derechos a su favor.

11. BACK UP ACTIONS

If ELS does not exercise any of the actions that derive from these General Conditions, it does not imply a waiver of its rights, which may be exercised at any time, if applicable.

12. LITIGATION

For issues and disputes arising from ELS requests, the parties expressly waiving their own jurisdiction, submit to the Courts and Tribunals of Alcázar de San Juan.

13. DATA PROTECTION

In compliance with the Organic Law on Personal Data, we inform you that your personal and contact data are incorporated into customer and contact files in order to serve as a contact list for people related to our company and to carry out the tasks informative and commercial prospecting of the company. You have the possibility to exercise the rights of access, rectification, cancellation and opposition that legally correspond to you through a letter addressed to ENGINEERED LAND SYSTEMS, S.L. Ref. Data protection, Ctra. De Argamasilla de Alba, km 1.9 - 13700 Tomelloso (Ciudad Real). We would be grateful if you could inform us as soon as possible of any modification that may occur in your personal data. Likewise, ELS undertakes, in the use of the data included in the file, to respect its confidentiality and to use it in accordance with the purpose of the file.

14. RECORDS CONVERSATION TIME

The provider will keep the records for a period of time not less than 5 years. At the end of said period, the records will be made available to Engineered Land Systems, S.L.

15. CORRUPTION AND BRIBERY CONTROL

The supplier undertakes to comply with and respect all codes, regulations, sanctions and laws relating to anti-bribery and anti-corruption, including (but not limited to) European, United States and United Nations regulations and legislation. For this, the Client agrees to:

- Comply with the ELS Code of Conduct which can be found at: www.els-industries.com
- Comply with the regulations described above and those applicable in particular to the environment of the provider and ELS.
- Notify all parts of your organization of the need for a commitment to comply with this clause.
- Provide at the request of ELS a written and signed document that the supplier complies with all the regulations that are the object of this clause.
- Confirm that you have not submitted any request for an offer, promise, delivery, acceptance or request for an undue advantage to any person directly or indirectly associated with ELS or by any third party, in violation of applicable law, in order to obtain an advantage over any type of contract. It also confirms that it has not received any proposal from ELS staff or third parties (with or without relation to ELS) that violates the legislation in order to guarantee or favor the obtaining of a contract. Otherwise, the supplier is obliged to inform ELS by email: compliance@els-industries.com.
- In the event that the supplier breaks or fails to comply with this clause, ELS reserves the right to unilaterally terminate any contract subject to these General Purchase Clauses without prior notice, exempting ELS from any derived liability..



16. COUNTERFEIT MATERIAL

ELS will not accept any counterfeit material. If counterfeit material is detected or suspected, it will be removed and the competent authorities and / or the manufacturer will be made aware of it, without prejudice to the rights and actions that ELS may exercise.

REVISION HISTORY

Ed.	Date	Description of the change
0	20/10/2017	Initial edition, update documentation to standards UNE-EN ISO9001:2015 and PECAL-AQAP-2110 Ed.4

DOCUMENT APPROVAL

ELABORATED	REVIEWED AND APPROVED
 Carlos Fuentes	 Vicente Izquierdo

***QUALITY REQUIREMENTS TO
SUPPLIERS AND SUBCONTRACTORS*****1.- PURPOSE AND SCOPE**

The purpose of this instruction is to define the ELS requirements related to the quality requirements of the products and / or services contracted from suppliers and subcontractors.

This instruction is applicable to all purchases of the organization.

2.- DEFINITIONS AND ABBREVIATIONS

Not applicable

**QUALITY REQUIREMENTS TO
SUPPLIERS AND SUBCONTRACTORS****3.- DEVELOPING**

The Purchasing Department has the responsibility of disseminating and notifying in writing the quality requirements of the organization to the different suppliers and subcontractors both in the request for offer and in the firm order, being the same one more part of the same order and without the which will not be entered into the ELS system and therefore to their billing.

The different minimum quality requirements are described below depending on the different groups of materials. These requirements can be expanded and / or completed by additional ones if the project requires it:

3.1.- METALLIC MATERIALS**3.1.1.- Metal sheets, coils, profiles:**

- Certificate 3.1 according to EN10204 Chemical composition and mechanical properties by received delivery
- Traceability of the material through identification by screen printing for thicknesses $\geq 3\text{mm}$
- Delivery note identifying at least ELS reference, quantity, and order number

3.1.2.- Metallic subassemblies ordered by drawing (Cutting, folding and / or machining):

- Certificate 3.1 according to EN10204 Chemical composition and mechanical properties by received delivery
- Traceability of the material through identification by screen printing for thicknesses $\geq 3\text{mm}$
- Delivery note identifying at least ELS reference, quantity and order number
- Registration of dimensional control on the same plane (frequency established by the Purchasing Department and / or Quality Department depending on the quantity)

3.1.3.- Welding filler materials:

- Certificate 3.1 according to EN10204 Chemical composition and mechanical properties by received delivery
- CE certificate of the material and identification on it and the packaging
- Delivery note identifying at least ELS reference, quantity and order number

3.1.4.- Bolting parts:

- Certificate 2.1 according to EN10204 of conformity to the order for delivery received
- Delivery note identifying at least ELS reference, quantity and order number

3.1.5.- Welded metal sub-assemblies ordered by drawing (Cutting, bending, machining and / or welding):

- Certificate 3.1 according to EN10204 Chemical composition and mechanical properties for received delivery of the base material
- Certificate 3.1 according to EN10204 Chemical composition and mechanical properties for received delivery of the welding filler material
- Delivery note identifying at least ELS reference, quantity and order number
- Registration of dimensional control on the same plane (frequency established by the Purchasing Department and / or Quality Department depending on the quantity)
- WPS welding specification used in the weld fabrication of the assembly

3.2.- PAINTING AND STICKERS**3.2.1.- Painting:**

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SUPPLIERS AND SUBCONTRACTORS**

- Expiration of the product over 6 months
- Certificate 2.1 according to EN10204 of conformity to the order for received delivery indicating the traceability of the material by means of identification with batch number and expiration date
- Delivery note identifying at least ELS reference, quantity and order number
- Color sample specimen with data logging colorimetry (L, a, b) and brightness (%) by received delivery
- Product data sheet for delivery received
- Product safety data sheet for delivery received
- If applicable, Certificate of behavior before fire and smoke with a maximum age of 5 years

3.2.2.- Stickers:

- Expiration of the product over 6 months
- Certificate 2.1 according to EN10204 of conformity to the order for received delivery indicating the traceability of the material by means of identification with batch number and expiration date
- Delivery note identifying at least ELS reference, quantity and order number
- Product data sheet for delivery received
- Product safety data sheet for delivery received
- If applicable, Certificate of behavior before fire and smoke with a maximum age of 5 years

3.2.3.- Paint process outsourcing:

- Delivery note identifying at least ELS reference, quantity and order number
- Painting Phase Control Record provided by the Purchasing Department and / or Quality Department
- Test specimen of the painting system
- In case of using paints and adhesives not supplied by ELS, the previous points 2.2.1 will apply. and 2.2.2

3.3.- VEHICLE BODY**3.3.1.- Modifications to chassis, suspension systems, braking systems, wheelbase, location of fuel tanks:**

- Installation certificate describing transformation, compliance with bodybuilder guidelines of the vehicle brand and maximum MMA per axle
- List of spare parts
- Warranty conditions and technical services contact

3.3.2.- Add-on elements (coupling devices, lifting platforms, rear protections, side protections, light signaling devices, devices for indirect vision, seats, belt anchorages, anti-spray systems, etc.):

- Certificate of approval of the element under the corresponding directive or regulation:
 - Devices for indirect vision R46
 - R58 rear protection and lifting platforms
 - R73 side protection
 - R109 anti-spray systems
 - R55 coupling devices
 - Retro-reflectors R3
 - R4 license lights
 - R6 direction indicators
 - R7 position, braking and clearance lights
 - R87 daytime running lights
 - Side lights position R91
 - R104 reflective signage
 - R16 seat belts
 - R14 seat belt anchors
 - R17 seats, anchors and headrest
 - R10 electromagnetic compatibility certificate for lifting platforms and electric winches

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SUPPLIERS AND SUBCONTRACTORS***

- Delivery note identifying at least ELS reference, quantity and order number

4.- RESPONSABILITIES

** **Purchasing Department:** disseminate this instruction among suppliers and subcontractors that supply material and / or products for the organization and as responsible for this instruction, modify, disseminate and enforce this instruction at all levels within the organization.*

5.- REFERENCES

UNE-EN 10204 Metal products. Types of inspection documents.