

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

Due to force majeure, accident or strike or any other circumstance beyond its control, ELS may modify the order and suspend it, without the supplier being able to claim rights in its 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.

17. EVALUATION AND QUALIFICATION

ELS periodically evaluates and qualifies its external suppliers with whom it has maintained and maintains commercial relations. This evaluation takes into account assessment criteria for claims (extra cost generated / total purchase amount) and assessments by the Purchasing Department and Quality Department based on the replies received to notifications, flexibility, deadlines, documentation and identification of the product and/or service, quality management system, etc.

Those external suppliers that are not considered valid will be notified and will be required to submit an action plan and/or prior audit that must be approved in order to continue to maintain commercial relations with ELS.
