



## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. PRE-CONTRACT INFORMATION

The especial conditions that constitute the purchase order and the present general conditions shall specifically govern the relations emerged between the parties. The supplier shall send copy of the order duly signed for its acceptance and if it is not received within five working days, it shall imply the acceptance without exception of all the conditions of purchase.

### 2. ADHESION TO GENERAL TERMS AND CONDITIONS

The acceptance of the Purchase Order expresses full acceptance without exception of all and every one of the General Terms and Conditions set up herein.

### 3. PERFECTION OF PURCHASE

The sale and purchase shall become perfected by the supplier's acceptance of the purchase order, which he shall notify expressly to the buyer, and it shall have effects from that moment onwards. The buyer has the right of withdrawal the purchase within 3 working days after the confirmation of the order, without the right to compensation in favor of the supplier.

As a result of the implementation of the standards UNE-EN-ISO 9001:2015 and UNE-EN-ISO 14001:2015, whose Integrated Management Systems Policy we have published on our website, we inform you that all suppliers and subcontractors of the company will be subject to a continuous process of evaluation of the provision of their services, so that any incident related to their products and/or services will be communicated and taken into account for their annual re-evaluation.

### 4. PRICE

The price of the purchase is stated in this purchase order.

### 5. METHOD OF PAYMENT

Payment by transfer bank after receive the proforma invoice, according to the terms specified in the particular conditions of the purchase order.

### 6. DELIVERIES

All the goods shall be delivered according to point 1 of special conditions of purchase specified in this order. The delivery note must contain:

- Date and number of our purchase order.
- Description of the goods delivered, including reference number of ITEM in our purchase number, tariff code, net weight, unit price and total price of each item, tax and discounts.
- Number of parcels and weight of each of them.
- DELIVERY NOTES AND INVOICES MUST NEVER BE INSIDE THE PARCELS

### 7. MODIFICATIONS

The supplier cannot make any modification, or any kind of alteration in the goods or their components, without the express, written consent of the buyer. The price includes all packaging, transport, insurance and any additional expense related to these that is not stated in the purchase order shall be at the supplier's expense.

### 8. QUALITY

The quality control of the purchased goods shall be at the manufacturer's expense and it shall be realized according to the international standards and to the corresponding regulation for each type of good. The original quality certificates must be sent together with the goods and a copy of them must be sent in advance by email to: [lomisa@lomisa.com](mailto:lomisa@lomisa.com).



## 9. GUARANTEE

The supplier guarantees that the delivered goods, as well as all their components, meet the specifications agreed in the purchase order, and their aim of use when it is specified. Consequently, the supplier guarantees that:

- a. The goods are new, they have never been used before and they are not reconditioned.
- b. The goods are free of hidden defects. The materials used to make them are properly classified and certified, meet the requirements of the corresponding regulation relating design and dimensions, and observe the provided drawings when adequate.
- c. The supplied goods are guaranteed against all defects caused by design and manufacturing, for a period of 12 months in continuous operation or 18 months after their delivery in the buyer's premises. The supplier would be responsible for any additional expense of the buyer towards third parties, related to this contract, in case that the buyer received a claim attributable to the seller and derived from the supplied goods.

## 10. CONFIDENTIALITY OF DATA AND INFORMATION

Buyer and seller undertake not to use the other party's personal data for purposes outside the scope of this contract, ensuring confidentiality by means of the adequate measures, as well as protection against lost, alteration or unauthorized access to these data.

## 11. MARKING AND PACKAGING

The goods and/or equipment shall be delivered adequately protected and packaged in order to avoid a damage or failure during their handling and transportation to the agreed place of delivery. All packaging charges shall be at the supplier's expense, unless otherwise agreed. The type of packaging is specified, in point 3 of special conditions of this order. The marks shown outside the parcels shall include the international symbols of recommended care, as well as the number of purchase order, their net weight, gross weight and volume.

## 12. APPLICABLE LAW. SUBMISSION TO LAW

The purchase and sale of the goods shall be governed firstly according to what is laid down in the purchase order, and may be complemented in some of its terms by these general conditions. Unless otherwise stated, Spanish law shall apply to this document.

## 13. JURISDICTION AND COMPETENCE

The parties expressly renounce any other jurisdiction they could be entitled to and undertake to subject themselves expressly to the Courts and Tribunals of Madrid in order to solve any dispute which may arise in the interpretation or execution of these contract conditions. The purchase shall be understood as being completed at the buyer's address, which is stated in this purchase order.

## 14. FORCE MAJEURE EVENT

14.1. The reasons that may be considered as exonerating of liability are those that may arise after the purchase is perfected and which may prevent its fulfilment as a consequence of extraordinary events that are unforeseeable and unavoidable by the parties. A party which invokes the referred circumstances must notify to the other party, in writing without delay, about the beginning and end of such circumstances and provide evidence of their occurrence by means of a statement certified by the competent authority from its country. In case these causes remained over four months, each party may request to the other party a new deadline to fulfil its contractual obligations. If the contractual obligations are not fulfilled within the new deadline agreed between the parties, each party shall be entitled to cancel the Contract by means of written communication, without the necessity to sue before the courts the termination of the Contract.

14.2. Both parties shall take all the necessary measures in order to minimize any possible injury caused by a force majeure event. In case of having failed to adopt the necessary measures, the resulting injury shall apply to the party which did not take the necessary measures. 14.3. The possible faults or delays in supplying the equipment or goods (except for the cases in which a force majeure event is properly certified), as well as labour disputes, strikes or financial difficulties shall not constitute force majeure. 14.4. Any provisions, regulations announcements, orders or actions, including the refusal of licenses to the parties by foreign governments, or by any entities which in some way own or control the SELLER, prevent or try to prevent the seller, totally or partially, from the timely and full fulfilment of this Contract shall



## 15. PENALIZATION

If the supplier fails to comply with the delivery period limit or the order would not have been completed in whole, it could be cause for contract termination with repayment of the amounts already paid increased by 0,5% for each day of delay and just it would be exempt from application in case of invoke causes of force majeure. The order will be considered completed on the date that all the material and all the required documentation is received. If for any reason some assets or services purchased by the supplier through the acceptance of the purchase order could not be delivered or could not be loaned as a whole finally, the supplier must compensate buyer with the refund of the total price agreed for the service or product whose provision could not be fulfilled increased by 50% of this amount. It will be understood that there are a lack of final delivery with respect to each good or lack of performance in relation to each service, when the supplier has said so or when the period have exceed an 20% over the agreed delivery period.

## 16. INVOICING AND ASSOCIATED DOCUMENTATION

All invoices, delivery notes, instructions manuals for use and maintenance, drawings necessary for the approval of some product, quality and guarantee certificates if applicable, list of parts and spare parts recommended by the supplier, and any other information expressly required in the purchase order or in its annexes, shall be sent to our headquarters in Madrid. All these documents must be original and must be delivered by courier service and their copies shall be sent by e-mail to: [lomisa@lomisa.com](mailto:lomisa@lomisa.com). Unless expressly stated in the special conditions, the supplier shall always send by email a copy of:

- Comercial invoice.
- Delivery notes or packing lists.
- Quality certificates issued by the manufacturer of each product.
- Guarantee certificates

## 17. INSPECTION

The buyer reserves the right to inspect the goods before their shipping to the buyer's premises. This inspection may be carried out by a third party designated by the buyer, at the buyer's expense and risk, in the place agreed in the purchase order. The scope of this inspection, unless otherwise stated in the purchase order, shall be carried out as follows:

- Visual inspection of delivered goods and their associated technical documentation.
- Inspection of 100% of the delivered quantities.
- Inspection of packaging and labelling stated in the purchase order.

In Madrid, 21 July 2024

Fdo:  
Dpto. Comercial,  
LOMISA S.L.U.  
[www.lomisa.com](http://www.lomisa.com)

