



**VICENTE TORNOS**

**SISTEMA GESTIÓN INTEGRADO**

# **GENERAL PURCHASING CONDITIONS**

Document: D01-PS01

Version: 1

Pag. 1 of 10

## **INDEX**

- 1.- ACCEPTANCE OF PURCHASE CONDITIONS
- 2.- DOCUMENTATION
- 3.- DELIVERY
- 4.- DELIVERY TIMES
- 5.- QUALITY
- 6.- GUARANTEES AND RESPONSIBILITY
- 7.- CONFORMITY
- 8.- AUDITS
- 9.- PACKAGING
- 10.- ENVIRONMENT
- 11.- CONFLICT MINERALS POLICY
- 12.- ANNULMENT
- 13.- PATENTS
- 14.- DAMAGES
- 15.- PAYMENT METHODS
- 16.- JURISDICTION
- 17.- FORCE MAJEURE



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 2 of 10

### 1. ACCEPTANCE OF GENERAL PURCHASING CONDITIONS

The supplier must return to VICENTE TORNS an acknowledgment of receipt duly signed (indicating date of acceptance and applying the company seal) no later than 10 days after receiving this document.

The execution of a purchase order imply the acceptance of the present Purchase Conditions and excludes any clause against this, that may appear in the general sales conditions of the Supplier, or in any other document of the Supplier, unless expressly accepted in writing by both parties.

The acceptance of the purchase order by the supplier, implies its formal declaration that the materials used in the execution of that purchase order have been duly acquired, and that in its design and execution have been respected the current rules on industrial and business property and any legal standard that may affect the exercise of its industrial and business activity, therefore, VICENTE TORNS is exempt from any responsibility in this regard.

### 2. DOCUMENTATION

The order is considered accepted, including these General Purchasing Conditions, in the following cases:

1. By express acceptance of the General Purchasing Conditions.
2. At the beginning of the fulfillment of the same (first deliveries of the requested material).

Any contractual modification of these General Purchasing Conditions must be made in a document signed by both parties.



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 3 of 10

### 3. DELIVERY

Any delivery of materials to VICENTE TORNS must be accompanied by a visible and accessible form of the corresponding delivery note, indicating the article or description of the material, number of packages, the quantity, the unit of measure, the order number of VICENTE TORNS, required Quality documentation (material certificates, reports, ...) and / or any other specification indicated in the order.

All material that comes from a company in a country of the European Union, must carry the European Code (EC)

In the event that any of the requirements indicated above is not met, the payment of the invoices will be delayed 30 days.

### 4. DELIVERY TIMES

The agreed delivery time is understood when the materials or parts arrive at the VICENTE TORNS facilities.

In case of non-compliance with the agreed deadlines, VICENTE TORNS reserves the right to cancel all or part of an order and may apply the penalties caused by such delay.

Any incident that may affect the delivery terms stipulated in the orders, should be immediately reported to the Purchasing department.

VICENTE TORNS can modify, according to its needs, the delivery times and quantities indicated in the orders, communicating it with sufficient time.

The material delivered to our reception warehouse is received subject to its verification and acceptance, and on the delivery note will be identified with the seal of "SUBJECT TO INSPECTION".



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 4 of 10

### 5. QUALITY

Unless otherwise agreed by the parties, the supply of goods or the provision of services requested by VICENTE TORNS cannot be subcontracted, without the prior knowledge and consent of VICENTE TORNS.

All deliveries of material and auxiliary material that affects the quality of the final product, must be accompanied by the corresponding quality certificate, or report/s that may be requested by the Quality Department. In case this does not occur, the material cannot enter the warehouse and will be retained until the required documentation is received.

### 6. GUARANTEE AND RESPONSIBILITY

The supplier is responsible for the Non-Conformity and / or defects of its supplies and services. The acceptance of initial samples, and the payment of invoices by VICENTE TORNS, do not modify that responsibility at all.

VICENTE TORNS can make this responsibility prevail even if the Non-Conformity or the defects have passed the controls and these have been detected during the manufacture of the product.

This responsibility remains even when there is no control, by VICENTE TORNS, either because no specific control is planned, or because the control has been entrusted to the Supplier in the framework of an agreed quality.

The Supplier shall indemnify VICENTE TORNS for all expenses incurred for bodily, material or immaterial damages that have been caused as a result of the defects or lack of conformity. For this reason, the Supplier must have the corresponding liability insurance.

In case of rejection, VICENTE TORNS will reserve the right to return by charging the costs to the supplier.



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 5 of 10

In the event that the supplier performs a transformation on the product owned by VICENTE TORNS, and due to its lack of quality, causes it to be unusable, VICENTE TORNS will invoice its value to the supplier.

The possible recovery of products by the supplier will be authorized in writing by VICENTE TORNS, and in the case that it deems convenient its destruction, it will be ordered or carried out also by VICENTE TORNS.

All the quality records that guarantee the conformity of the product/material delivered, will be kept by the supplier for a minimum period of 3 years.

The quantities considered surplus delivery in the orders, as well as the deliveries too far in advance, may be returned to the supplier charged to it.

### **7. CONFORMITY**

When VICENTE TORNS deems appropriate, it may request samples from the supplier for acceptance at no cost.

Until the homologation of the sample, supplies cannot be made to VICENTE TORNS.

VICENTE TORNS reserves the right to examine the merchandise, approve it or denounce its vices of quantity, attached documentation, status, during the eight days following the receipt of the merchandise. The claim for quality defects is not subject to any term.

The goods supplied must be in accordance with the specifications and if any characteristic is not defined by the documents presented, the supplies must be attended to the initial samples or prototypes that have been accepted.

Without the written agreement of VICENTE TORNS, the Supplier must not make any technical modifications.

The supplier is obliged to inform VICENTE TORNS of any manufacturing changes, the use of new tools, or the use of a new manufacturing process.



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 6 of 10

### **8. AUDITS**

When VICENTE TORNS deems appropriate, it may request the supplier to carry out an audit of its facilities, which must be provided as soon as possible.

The purpose of these audits will be to assess the supplier's ability to meet the needs and requirements of VICENTE TORNS.

Audits may be motivated by periodic monitoring and re-evaluation, by changes in the supplier / subcontractor's production process or by quality / service incidents.

### **9. PACKAGING**

The packaging for the delivery of the products to VICENTE TORNS will be according to the following classification:

1. The raw material will come in rolls (called "Jumbos") of less than 6,500 Kgs. for Copper and less than 4,000 Kgs. for Aluminium with the "jumbo" duly protected and identified.
2. Auxiliary materials and insulators, must be properly protected to prevent deterioration.
3. The products supplied must be delivered properly labelled and in closed boxes or with a packaging that protects them from the outside to prevent deterioration.
4. Chemical products, such as oils, cutting fluids, solvents, cleaning products, ..., should go in plastic or metallic drums, hermetically sealed to avoid any type of leakage in the course of handling during transport

### **10. ENVIRONMENT**

10.1- General requirements.

- To know and to comply with current national, regional and local legislation applicable to your products and / or services in environmental matters.
- If the supplier has a certified Environmental Management System, he will inform Vicente Torns S.A.U. sending us a copy of his current certificate.
- To provide to VICENTE TORNS any information and /or additional documents requested on the environmental aspects of their products/services.



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 7 of 10

- 10.2- Requirements for suppliers of raw materials and insulation cutters.
- Prioritize the selection of raw materials from sustainable sources.
  - Use recycled and recyclable materials.
  - Implement measures to reduce consumption of electricity, water, gas, fuels, etc. in your production processes.
  - Measure, monitor and reduce the generation of waste, discharges and emissions of gases into the atmosphere of your production processes.
  - Reduce, reuse and recycle the waste that results from the manufacturing processes.
  - Use packaging materials that are detachable and recyclable.
- 10.3- Requirements for suppliers of chemical products and dangerous substances.
- Only provide products that meet applicable safety and environmental standards, prioritizing and informing about less polluting alternatives.
  - Send the last version of the Product Safety Data Sheet of the corresponding material supplied.
- 10.4- Requirements for companies and transport services.
- To provide transport services for materials in accordance with regulations in force in terms of emissions from motor vehicles.
  - To carry out efficient and safe driving that minimizes emissions and fuel consumption of your vehicles.
- 10.5- Requirements for waste managers / transporters.
- To provide to Vicente Torns S.A.U. copy of the documentation that proves you as an authorized Manager /Transporter of waste and in particular for the type of waste for which it is requested your service.
  - Whenever possible, allocate waste delivered by Vicente Torns S.A.U. to recycling or reuse.
  - To complete and to facilitate to Vicente Torns S.A.U. the official documents that guarantee the correct management of the hazardous waste collected.
- 10.6- Requirements for cleaning services and applicators of chemical products (control of pests).
- To respect good environmental practices in the fulfillment of their tasks.
  - To encourage, as far as possible, the use of biodegradable or "ecological" products.
  - To separate and do not mix the different types of waste generated, depositing them in the containers available for this purpose to promote their recovery and recycling.
  - Do not store containers of cleaning products containing toxic or dangerous substances in areas not enabled for it and properly manage your waste.
  - Do not use the drains of our facilities or the external culverts for the dumping of toxic products or substances.



VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 8 of 10

- To communicate immediately any incident that occurs as a consequence of the provision of your services and may have a significant impact at the environment.
- The companies that apply chemical products (pest control) must provide a copy of their authorization and the authorization of their staff to carry out the activity, and safety data sheets of the products used in our facilities.

10.7- Requirements for installation and maintenance companies (compressors, air conditioning, etc.)

- Evidence of your authorization as an installation and / or maintenance company for the activity you do.

10.8- Requirements for companies that maintain equipment with risks of proliferation of Legionella (Cooling Tower).

- Evidence of your authorization as authorized maintainer and / or of the course authorized by the Ministry of Health, carried out by the person who carries out the hygienic-sanitary maintenance operations.
- If they perform treatment with biocides, evidence of their registration in the official register of establishments and services with biocides of the autonomous community.

### **11.- CONFLICT MINERALS POLICY**

VICENTE TORNS is committed to the responsible supply and operation of a free supply chain of the so-called "minerals of conflicting origin" (cassiterite, columbite-tantalite "Coltan", wolframite and its derivatives, gold + tin + tantalum + tungsten = "3TG") coming from the Democratic Republic of the Congo" DRC "or neighboring countries (together, the" conflict zone ") whose extraction and trade are financing the conflict in those areas.

For this purpose, VICENTE TORNS establishes the following commitments:

- To request to copper suppliers to adopt a "Conflict Free" policy if they have not already done so.
- To request them declarations (CFSI-CMRT) ensuring that the copper that they are supplying to us, does not intentionally contain any of these elements that come from the "Conflict Zones".
- Do not work with a copper provider that cannot declare that the product supplied is "Conflict Free" or cannot demonstrate that is taking reasonable, good-faith steps towards that goal.





VICENTE TORNS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 9 of 10

### **12. ANNULMENT**

Any breach of the present conditions of purchase, in particular in the breach of the delivery deadlines agreed or the lack of quality of the goods supplied or services rendered, may result in the cancellation of the order by notification by Vicente Torns, without prejudice to the damages or interests that this cancellation may cause.

### **13. PATENTS**

The supplier guarantees that the products delivered, apart from those manufactured according to the drawing and specifications of Vicente Torns, do not correspond to a patent of which he is not the owner. It undertakes to intervene at its expense any instance directed against Vicente Torns, or against third parties, for the use and sale of a product supplied by him. It will be in charge of any sentence or claim of damages and/or damages and any risk that derives from such diligences.

### **14. DAMAGES**

VICENTE TORNS will demand compensation for damages caused by:

- A. Delays in deliveries that may lead to production stoppages.
- B. Quality defects in raw materials and auxiliary materials supplied.

The damages caused to VICENTE TORNS will be calculated according to the own system used in the price tag.

Charges that for both reasons were passed on to us by our customers.

VICENTE TORNS reserves the right to exercise any actions, both civil and criminal, that may correspond to the claim for damages or damages caused by the supplier's breach of contract.



VICENTE TORNOS

SISTEMA GESTIÓN INTEGRADO

## GENERAL PURCHASING CONDITIONS

Document: D01-PS01

Version: 1

Pag. 10 of 10

### **15. PAYMENT METHODS**

The invoices will be issued in a single copy (no copies are required), and in all those corresponding to material received from a country of the European Union, it must indicate the Customs Code (EC).

Vicente Torns reserves the right to delay the payment of invoices that arrive with a delay of more than 7 calendar days after the date of receipt of the merchandise or the provision of the service unless such reservation conflicts with agreements reached prior to the date of this press release, in which case such agreements (i.e. monthly invoicing) will prevail. In any case and in order to facilitate the monthly accounting closing procedures of the companies of the Vicente Torns Group, we would appreciate the maximum speed in the issuance of your invoices.

### **16. JURISDICTION**

The parties will try to resolve friendly all the issues that may arise as a result of the interpretation or fulfillment of this contract. In the event that they cannot be resolved in this way, the parties submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona and their hierarchical superiors, expressly waiving any other jurisdiction that may correspond to them.

### **17. FORCE MAJEURE**

Force majeure causes shall be considered, with sufficient entity to relieve the parties of the fulfillment of the contract, the following:

- A. Earthquakes, tsunamis, fires or floods declared of a catastrophic nature.
- B. Destructions in times of war, sedition or tumult.
- C. Legal strikes that exceed the scope of the supplier company and whose termination does not depend on the decision of the same.