

1. APPLICATION SCOPE

- 1.1. These General Purchase and Contracting Conditions (hereinafter, "General Conditions") shall apply to all the purchases and contracts for goods and services by any of the companies of Grupo Segura.
- 1.2. Grupo Segura will make a copy of these General Conditions available to the supplier or contracting company (hereinafter, the "Supplier") when the Order is made, to be included as an integral part thereof.
- 1.3. These General Conditions may be complemented by Specific Conditions established especially for one or more specific offers made by any company in Grupo Segura (hereinafter, "Specific Conditions" or established "Contracts"). Should any discrepancy exist between the two documents, the provisions in the Specific Conditions shall prevail.
- 1.4. Any modification or exception to these General Conditions made by the Supplier must receive Grupo Segura's prior written acceptance, and it shall only apply to the specific Order for which it has been proposed.
- 1.5. Consequently, signing supplier sales forms or existence, where appropriate, of Supplier General Sales Conditions, does not exempt the parties of application of these General Conditions, which shall prevail under all circumstances, unless there exists prior written acceptance by Grupo Segura of the provisions in the former, together with express partial or total repeal of these General Conditions.

2. ORDER ACCEPTANCE AND DELIVERY / EXECUTION CONDITIONS

- 2.1. Mere execution of the Order without the Supplier's express prior acceptance, implies acceptance of these General Conditions.
- 2.2. Delivery of the goods or service provision must be made on the date and in the place established in the Order. Otherwise, or in case of partial delivery or provision, Grupo Segura may choose between fulfilment and cancellation of the Order, and in both cases the established compensations and penalties shall be applicable.
- 2.3. Up to the time in which Grupo Segura receives the goods, the risk of loss or wear to the goods shall be assumed by the Supplier.
- 2.4. In case of disapproval after the reception, Grupo Segura will notify the Supplier of the faults found immediately after it becomes aware of them. The Supplier must replace or repair the returned goods within 15 days of notification, and meet all the necessary transport costs until full replacement or repair on Grupo Segura's premises has been made.
- 2.5. The Supplier shall meet all expenses in which Grupo Segura may incur with its clients as a result of defects in the supplied goods or services provided by the Supplier.
- 2.6. All the goods in the Order must be adequately packaged for proper transport and storage, in order to avoid damages thereto, which, should they occur, shall be paid for by the Supplier.
- 2.7. All material delivered to Grupo Segura facilities must include the corresponding goods delivery note, in which the following items are listed: Order Number, Receiving Supplier, Supplier Data, Delivery Note Date, Grupo Segura Reference number and Units Delivered. Also, if the product has a CE Marking, the Delivery Note will specify full information on it.

3. PRICES

- 3.1. The prices listed in the Order are considered to be set and unchangeable, unless there is a written agreement to the contrary, and they include all of the goods or services under contract as well as any expense the Supplier must meet to make the supply or provision effective.
- 3.2. The prices established in the Order do not include Value Added Tax.

4. INVOICING AND PAYMENT METHOD

- 4.1. The Supplier must make its invoices to the company of the Group that made the order:

BALPA SISTEMAS DE GESTIÓN EMPRESARIAL S.L.
PLAZA DEL AYUNTAMIENTO, 22, 3º, 3ª
46002 VALENCIA
C.I.F.: B97672018

FSEGURA NAVES INDUSTRIALES S.L.
CAMINO VIEJO DE BURJASOT, S/N
46100 BURJASOT (VALENCIA)
C.I.F.: B97964647

MATRICERÍA Y ESTAMPACIÓN F. SEGURA, S.L.U. – (F. SEGURA, SLU)
CAMINO VIEJO DE BURJASOT, S/N
46100 BURJASOT (VALENCIA)
C.I.F.: B97965396

FSEGURA VIGO S.L.
PLAZA DEL AYUNTAMIENTO, 22, 3º, 3ª
46002 VALENCIA
C.I.F.: B72788623

PINTURAS CATAFORESICAS, S.L.U. (PINCASA, S.L.U.)
AV. FOIA, 16 - POL. IND. JUAN CARLOS I
46440 ALMUSSAFES (VALENCIA)
C.I.F.: B46199204

F. SEGURA HUNGÁRIA KFT.
5000 SZOLNOK (HUNGARY)
Calle Segura 1.
C.I.F.: HU13536620

4.2. The Supplier must make a single monthly invoice, including all delivery notes corresponding to the month's deliveries.

4.3. The Supplier must send invoices in PDF format to the following e-mail address: invoices@fsegura.com (admin@fsegura.com for Hungary)

Invoices must be sent only by this mean. Paper and ordinary mail is not accepted.

To this e-mail address, only invoices for the process of registration, validation and payment will be sent. If the Supplier needs to send any different information, other e-mail addresses of Grupo Segura will be used:

- For matters related to payment and invoice due date, forward information to: tesoreria@fsegura.com (admin@fsegura.com for Hungary)
- For purchasing matters, contact by email to the specific contact in the purchasing department.

4.4. In case the Supplier does not follow the instructions attached for the invoicing, Grupo Segura declines any responsibility that could be caused by possible returns of invoices.

5. SUPPLIER OBLIGATIONS

5.1. The Supplier undertakes to comply with and ensure that its employees and, where appropriate, contractors and assignees comply with the Tax, Labour, Social Security, Occupational Health and Environmental legislation and any other applicable legal material in force and to respect the framework of relations with Grupo Segura and Safety, Occupational Health, and Environmental Policies adopted by other companies in Grupo Segura.

5.2. To such end, Grupo Segura may request of the Supplier any technical and/or legal documentation necessary for provision of the supply or service, in accordance with the legislation in force at any time.

5.3. Specifically, Grupo Segura may request that the Supplier submit an Administrative Certificate valid upon acceptance of the Order, issued by the Spanish Tax Agency or equivalent body in the country where the Supplier is officially registered, certifying that it is up to date on its tax obligations (original and certified copy).

5.4. In addition, by virtue of the provisions in European directives on technical harmonization for supply and commercialization of certain products, the Supplier must provide Grupo Segura with the CE Certificate of Conformity on the product and the Declaration of Conformity from the Supplier, in order to verify the CE Marking that must be included on the supplied product and in the Delivery Note, together with all the information on said Marking, which should be attached.

5.5. Failure to fulfil said obligations or partial fulfilment thereof shall constitute sufficient reason to terminate the contract relation between the parties.

6. WARRANTY

6.1. A warranty period of two years is established for supplied goods, except in those cases in which a longer period is established by law, which shall begin on the effective delivery or execution date, and the Supplier undertakes to repair or substitute faulty goods according to the provisions in Condition 2. Order Acceptance and Delivery/Execution Conditions.

6.2. It shall be understood that this warranty period is extended for the time taken in the corresponding repairs or replacements, which, in turn, once they are finished, shall be guaranteed for the same period as the initial warranty.

7. INSURANCE

7.1. The Supplier must compensate all personal or material damage or loss occurring to Grupo Segura or to third parties as a result of execution of the Order or, where appropriate, repair or substitute the damaged goods, provided their nature and purpose make this possible.

7.2. For this purpose, regardless of all the compulsory insurance required by current legislation for proper exercise of the Order, the Supplier shall be required to take out a Civil Liability Insurance Policy covering possible contingencies that may arise toward third parties, including Grupo Segura itself.

7.3. The Supplier must submit a copy of said policy or an accrediting certificate if Grupo Segura asks for it.

7.4. In the Specific Conditions or in the Order itself, adhering to the object and characteristics of the Order, a minimum amount for the aforementioned Civil Liability Insurance may be fixed and the Supplier may be required to contract additional insurance besides the aforementioned ones, whenever necessary.

8. TRANSFER AND SUBCONTRACTING

8.1. The Supplier may not alter the object or contents of the Order, nor partially or fully transfer or subcontract the provision thereof with third parties, unless it receives prior written authorization by Grupo Segura.

8.2. In order to obtain said authorization, before the work start date, the Supplier must provide Grupo Segura with a copy from the Subcontractor of the commitment to comply with all the provisions herein. In any case, it is implicitly understood that the Subcontractor accepts these Conditions from the time it begins to provide its services to Grupo Segura.

8.3. In any subcontracting case, the Supplier shall be jointly responsible together with the Subcontractor as regards all the latter's obligations toward Grupo Segura, and Grupo Segura may take corresponding legal actions against either the Subcontractor and/or the Supplier alike.

9. INFORMATION CONFIDENTIALITY

9.1. The Supplier undertakes not to reveal or spread to third parties the information to which it has access as regards and/or as a result of fulfilment and/or development of the Order, which shall remain private and confidential at all times.

9.2. Likewise, the Supplier undertakes to use said information strictly for the purposes for which it was provided and in adherence to the provisions established herein, and where appropriate, in the Specific Conditions, and any communication thereof to third parties shall be expressly prohibited.

9.3. Grupo Segura may request at any time that the Supplier fully return said information.

10. NON- FULFILMENT

10.1. Should the Supplier fail to fulfil any of the established obligations, the provisions in the scale of penalties set forth in each Order, or where appropriate, in the Specific Conditions, shall apply, all the above without prejudice to Grupo Segura's exercising its right to take the legal and contract actions to which it is entitled.

11. ORDER CANCELLATION

11.1. The contract shall end through expiration or by advance cancellation thereof. Grupo Segura will be entitled to terminate the contract in advance in the following cases:

- The Supplier's non-compliance with current legislation and, especially, with the labour, social or fiscal obligations for the personnel designated for execution of the Order.
- Non-fulfilment of these General Conditions or the other documents that make up the Order, considering unjustified delays in the execution of supplies or services in the Order as such a non-fulfilment.
- Extinguishment of the legal status of the Supplier or its sale or transfer, or transformation into another legal entity, by legally established means, without Grupo Segura's prior written consent.
- Cession of all or part of the contract without express prior written consent from Grupo Segura.
- Application to declare the Supplier insolvent.
- Mutual agreement between the parties.

11.2. In advance termination cases, Grupo Segura may claim the goods under no other condition than payment corresponding to the work actually done up to the time of termination, after which the Supplier will immediately deliver the goods.

12. LEGAL SYSTEM

12.1. The legislation in the place of Order fulfilment shall be applicable, considering as such the place where the parties have agreed that the goods will be delivered or the service executed, or, in absence of an agreement, the registered address of the Supplier in Grupo Segura that issued the Order.

12.2. The parties agree that any lawsuit, disagreement, question or claim resulting from the interpretation or execution of the Order or the General Conditions herein shall be submitted to the Court System in the place of Order fulfilment, as indicated in the paragraph above, expressly revoking any other jurisdiction.

ANNEX 1: ASSESSMENT OF SUPPLIERS WHICH MANIPULATE PARTS MANUFACTURED BY GRUPO SEGURA (COMPANIES OF CHECKING, REWORK, REPACKAGING...)

Grupo Segura measures the Supplier's performance in a monthly basis depending on the following achieved marks:

SUPPLIER "A"	Score greater than	80
SUPPLIER "B"	Score between	80 y 60
SUPPLIER "C"	Score less than	60

Supplier A:

It is not necessary to carry out an extraordinary exercise by the Supplier.

Supplier B during two consecutive months:

The Supplier will be informed and corrective actions will be asked for. The Supplier has to send a robust "GRS03020 Action Plan" to Grupo Segura within three weeks to prevent repetitive failure modes and obtain the classification A again.

Supplier C:

The Supplier will be informed and will be blocked momentarily. The Supplier will send a robust "GRS03020 Action Plan" to Grupo Segura within two weeks involving the Top Management in order to increase the level achieved.

Escalation process:

If the Supplier is classified during two consecutive months as a C Supplier or three consecutive months as a B Supplier, it will enter automatically under an escalation process. The department involved together with the Top Management of Grupo Segura, will determine the permanence or not of the Supplier in the panel.

This scorecard will be calculated according to the following criteria:

LOGISTICS							
LOGISTICS INCIDENCES CAUSED IN FINAL CUSTOMER	Max. 20 points						
<table border="1"> <tr> <td>Iqual to</td> <td>Greater than or igual to</td> </tr> <tr> <td>0</td> <td>1</td> </tr> <tr> <td>20 points</td> <td>0 points</td> </tr> </table>	Iqual to	Greater than or igual to	0	1	20 points	0 points	
Iqual to	Greater than or igual to						
0	1						
20 points	0 points						
SPECIAL FREIGHT CAUSED	Max. 18 points						
<table border="1"> <tr> <td>Iqual to</td> <td>Greater than or igual to</td> </tr> <tr> <td>0</td> <td>1</td> </tr> <tr> <td>18 points</td> <td>0 points</td> </tr> </table>	Iqual to	Greater than or igual to	0	1	18 points	0 points	
Iqual to	Greater than or igual to						
0	1						
18 points	0 points						
QUALITY							
QUALITY INCIDENCES CAUSED IN FINAL CUSTOMER	Max. 20 points						
<table border="1"> <tr> <td>Iqual to</td> <td>Greater than or igual to</td> </tr> <tr> <td>0</td> <td>1</td> </tr> <tr> <td>20 points</td> <td>0 points</td> </tr> </table>	Iqual to	Greater than or igual to	0	1	20 points	0 points	
Iqual to	Greater than or igual to						
0	1						
20 points	0 points						
INTERNAL INCIDENCES CAUSED IN GRUPO SEGURA	Max. 18 points						
<table border="1"> <tr> <td>Iqual to</td> <td>Greater than or igual to</td> </tr> <tr> <td>0</td> <td>1</td> </tr> <tr> <td>18 points</td> <td>0 points</td> </tr> </table>	Iqual to	Greater than or igual to	0	1	18 points	0 points	
Iqual to	Greater than or igual to						
0	1						
18 points	0 points						
QUALITY MANAGEMENT SYSTEMS							
CERTIFICATES	Max. 14 points						
<table border="1"> <tr> <td>ISO 9001</td> <td>ISO 14001</td> </tr> <tr> <td>10 points</td> <td>4 points</td> </tr> </table>	ISO 9001	ISO 14001	10 points	4 points			
ISO 9001	ISO 14001						
10 points	4 points						
CUSTOMER SATISFACTION							
SERVICE SATISFACTION	Max. 10 points						
Subjective assessment of Grupo Segura in terms of efficiency, cost and administrative management							