

GENERAL PURCHASING CONDITIONS

1 GENERAL PROVISIONS

1.1 The order to which these general conditions apply comprises:

The specific order condition.
Its annexes, if applicable
These general conditions.

The specific order conditions or annexes that run contrary to these general conditions are to be taken as the cancellation of the latter and the former will be the only conditions applicable.

1.2 The acceptance of the order by the supplier will mean it renounces its own sales conditions and accepts all those specified by SECMSA, Air Products Group.

1.3 The supplier acknowledges that by accepting the order that it has received from SECMSA, Air Products Group all necessary instructions for its fulfilment.

1.4 Goods descriptions are only illustrative and not limiting.

2 CONSEQUENCES OF THE GENERAL PROVISIONS

As a consequence of the general provisions established in 1.3 and 1.4, it is noted that:

2.1 The guarantee of the goods delivered, wherever they may come from, is the supplier's responsibility, even if SECMSA, Air Products Group has checked or accepted any raw materials, components or parts before the provisional or definitive reception.

3 PENALTIES FOR DELAYS. REVISION OF DELIVERY PERIODS

3.1 Penalties. If the delivery is held up, there will be a 0.5% penalty per week delayed. This penalty shall be applied without prior warning and shall be limited to a maximum of 15% of the total agreed price, which will be deducted from the final balance of the account.

3.2 Revision of delivery periods. The supplier shall not ask SECMSA, Air Products Group to extend the agreed delivery periods except in cases of acts of God, and must inform SECMSA, Air Products Group as soon as possible. SECMSA, Air Products Group shall not attend to claims concerning events that have not been reported in a period of 15 days or of events occurring outside the established delivery periods. The supplier shall be responsible for limiting the consequences of these cases.

4 PRICES AND PAYMENT CONDITION

- 4.1 Prices are considered fixed and immovable unless expressly indicated otherwise in our order.
- 4.2 Until the final reception, at the end of the guarantee, SECMSA, Air Products Group will retain the amounts detailed in the specific conditions of each order.

5 VIGILANCE AND CONTROL OF WORKSHOP CONSTRUCTION

- 5.1 SECMSA, Air Products Group reserves the right to control and examine both its supplier's workshops and those of its direct and indirect sub suppliers, and requires its supplier to specify these obligations in their orders. Furthermore, the supplier shall give SECMSA, Air Products Group technicians free access to the workshops and all the necessary assistance for their trials and checks with reference to the technical conditions.
- 5.2 The supplier must inform SECMSA, Air Products Group, at least 15 days in advance, about the planned manufacturing trials, examinations of parts with important repairs, those concerning the repair of finished parts and generally about any trial or examination that is performed to give an indication of the quality of the production.
- 5.3 The fact that the trials are satisfactory shall not imply, in any way whatsoever, that the guarantee has terminated. Reference to the guarantee will be given below.

6 TRANSPORT AND PACKAGING

- 6.1. The goods will be PROPERLY PACKAGED and in perfect condition when they are delivered to the destination specified in the order. Incorrect packaging may lead to the order being rejected.

7 RECEPTION

- 7.1 The goods will be received in the supplier's workshop or warehouse or at the site chosen by SECMSA, Air Products Group, although there may be "provisional or partial receptions" if requested. Definitive reception will take place when the guarantee expires.

8 GUARANTEE PERIOD

- 8.1 Unless expressly stated otherwise in the order, the guarantee period shall be one year from the date of provisional reception. During this period the supplier shall be obliged to replace at his own expense any faulty components or parts and to face all expenses derived from this. If the fault

is derived from a systematic conceptual error, the supplier shall be obliged to replace or modify all parts or equipment of identical characteristics to the item in which the fault was detected, even if these have not failed.

9 CAUSES FOR ORDER CANCELLATION

9.1 The following will cause the cancellation of an order:

A 50% delay with respect to the agreed delivery date.

Non-compliance with the technical conditions or specifications of the product/quality and analysis certificates set out in the order.

The observation of faults during the manufacturing process that could be a cause for rejection at reception.

9.2 If the order has been cancelled and when it refers to goods or machinery, the supplier is obliged to return any sums of money on deposit for the order to SECMSA, Air Products Group, notwithstanding SECMSA, Air Products Group's right to claim damages.

10 INDUSTRIAL PROPERTY

10.1 In the event of any infringement of patents, brands or any other rights in the field of industrial property committed by the seller, the latter shall be responsible for all damages, both direct and indirect that are caused to SECMSA, Air Products Group, the legal expenses of any legal action, and those for the modification, replacement or authorisation of usage of the goods that cause them, without affecting the quality of the original goods.

11 CODE OF CONDUCT

Seller agrees to abide by Buyer's Code of Conduct in its dealings with Buyer. The Buyer's Code of Conduct is available for review by accessing www.airproducts.com/codeofconduct.

12 CHOICE OF SECMSA, AIR PRODUCTS GROUP'S REGISTERED ADDRESS

12.1 SECMSA, Air Products Group's registered address for all effects will be the offices of Aragón, 300, Barcelona, and both parties expressly accept the Courts in Barcelona to resolve all matters and disagreements that could arise from this order and so waver their rights to have their causes heard elsewhere.