

PURCHASE ORDERS - GENERAL TERMS AND CONDITIONS

Revision 02 - 2024/11/04

1. DEFINITIONS

Perfecta Technologies S.R.L., hereafter referred to as PERFECTA, acts as the Buyer, while the entity the Purchase Order is issued to, is referred to as the Supplier.

These general terms and conditions apply to Purchase Orders issued by PERFECTA and are permanently available at www.p-tec.es for consultation, unless otherwise stated.

2. PURCHASE ORDER ACCEPTANCE

Purchase orders will be automatically considered as a Contract between PERFECTA and the Supplier as soon as the order is acknowledged by the Supplier, providing a signed and stamped copy of the Purchase Order and all annexes attached to it.

The Supplier agrees with PERFECTA that the Purchase Order contains the final agreement between PERFECTA and the Supplier, having no further agreements modifying the terms, conditions or specifications of it. The process of any Purchase Order sent by PERFECTA not providing the signed copy required above indicates the complete acceptance of these general terms and conditions.

3. PRICES

All prices reflected in the Purchase Order are fixed, include transportation and insurance and cannot be subjected to any revision unless otherwise stated in the Purchase Order. Prices exclude taxes and duties and are understood for on board packaged goods at agreed place.

Any modification of prices agreed by PERFECTA will only be effective if confirmed by PERFECTA in writing through an amendment to the Purchase Order.

When agreed between parties, the costs applied to PERFECTA due to the use of special packaging must be reimbursed if returned to the Supplier.

The payment of the price given in the Purchase Order will not imply resignation to any of the stipulated rights in it.

4. RIGHT TO AUDIT & INSPECTION

PERFECTA is entitled to perform inspections of products or services ordered at its discretion by notification to the Supplier.

These inspections will not release the Supplier from responsibilities and obligations in accordance with conditions agreed between the parties. If as resulting from these inspections products or services were rejected even after its installation or activation, they would be returned to the Supplier for its substitution or refund, as per applicable warranty conditions. PERFECTA, NQAR (military authority) or Civil Authority is entitled to access to all facilities involved in this contract and applicable requirements.

5. PACKAGING

All goods shall be properly and carefully packaged in order to avoid damages during transportation. All shipments shall be accompanied of the following documentation:

- Duplicated packing list showing Purchase Order number,
- Copy of the commercial invoice and
- Certificate of conformity (if applicable).

6. DOCUMENTATION

The Supplier will provide all technical documents and specifications required in the Purchase Order. When the Certificate of conformity is required in the Purchase Order, Certificates of conformity from manufacturer(s) and intermediate supplier(s) must be provided (full traceability), detailing manufacturing lot numbers. Packing lists will include Purchase Order number and positions satisfied, list of articles and quantities delivered. Documentation not provided against these requirements will be returned to sender for update.

If shipment contains chemical substances or products, updated Safety Data Sheets as per Regulation (EC) 1907/2006 REACH, Regulation (EC) 453/2010 and its subsequent amendments. This documentation shall be sent via e-mail to admin@p-tec.es. The supplier will provide the document proving compliance of the REACH Regulation and its subsequent amendments, like the registration number, the presence in your products and concentration of substances candidate to be included in Annex XIV of REACH, safe use of chemical substances; substance for which Annex XVII of REACH contains a restriction, etc.

If the product shipped is an electrical or electronic equipment or an electrical component, the supplier will provide a certificate to guarantee that the product has been made in according to Directive 2005/95/EC (RoHS).

7. PAYMENT

Unless otherwise stated in the order, payments shall be made after its conformity through 60 days from the invoice.

8. SPECIFICATION & DESIGN CHANGE

The Supplier will produce the product and/or other Items in accordance with the applicable contractual documentation. Any change to it will be accepted only if covered by an official approval from the Buyer.

For products not designed by the Buyer, and unless otherwise stated in the order, the Supplier will manufacture the product in accordance with last specifications or drawings published. It is the responsibility of the Supplier to use last issue available in the date in which the purchase order is issued.

At any time during the term of the contract, the Buyer may, by written notice to the Supplier, ask for changes to the product and/or to any other Items. This request will be formalized in written and the Supplier, within 10 (ten) days, from the date of notice, will provide the Buyer with the impact of the change on the work in process, delivery schedule and cost structure of the product. After acceptance the Buyer will issue a Purchase Order Amendment in accordance with the acknowledged change.

At any time during the term of the contract the Supplier may, by written notice to the Buyer, propose a change to the product and/or any other Item leading to quality & cost improvement without affecting functionality and delivery schedules.

9. ORDER CANCELLATION FOR BREACH OR CONVENIENCE

The Buyer may terminate all or any part of this contract without any liability to Seller or obligation to purchase raw material, work in process or finished goods, by notifying the Supplier in writing by fax or certified letter. Upon such termination, the Buyer may, at its option, purchase from Seller any or all raw material, work in process and finished goods under this contract which are useable and in a merchantable condition. If the cancellation were caused by any breach of any clause of the Purchase Order, no cancellation fee shall be applied to PERFECTA.

10. WARRANTY

Unless otherwise agreed by the Parties, the warranty period granted by the Supplier for the product is:

- 36 (thirty-six) months from the date of its delivery to the buyer, or
- 1000 (one thousand) operating hours, or
- 24 (twenty-four) months from the date of delivery of the product in which it has been installed, to the end Customer.

11. PENALTIES

On-time delivery is of the essence of this contract. Should the delivery of acceptable items be delayed after the delivery date stated in the order, and after a period of grace of 1 (one) week, the Buyer will be entitled either to a) cancel the order with no charge or b) charge a penalty of 2% on the value of the delayed item per each week of delay with a maximum of 20 (twenty) % of the value. The Buyer is entitled to deduct any penalty of pending payments to the Supplier.

If products or documentation delivered are found defective at incoming inspection and attributable to the Supplier, PERFECTA is entitled to charge the Supplier 200 € in case of defect of the product and/or 100 € in case of defect of documentation, in concept of discrepancies management expenses.

12. EXPORT LICENCE

The Supplier is responsible for the availability of any export licence required to dispatch goods on time. If the Supplier fails to get the approval of competent authorities the Buyer will not assume any charge or cost related with either products or the application rejected.

13. ACCEPTANCE

The Purchase Order shall be considered closed not until all related material and documentation is delivered to PERFECTA, as specifications, drawings, test procedures, homologations, technical datasheets, user manual, quality certificates, etc.

Invoices will not be considered accepted until full documentation is provided as per Purchase Order requirements. PERFECTA is entitled to apply on the due date of payment the same delay than the Supplier takes to provide the full documentation required.

When ordering services, it will not be considered finished until the affected workplace is completely clean.

14. APPLICABLE LAW & JURISDICTION

The parties expressly accept that this contract shall be governed by the laws of Spain and the Court of Seville will be competent for any litigation arising from it.

15. CONFIDENTIALITY

The content of this agreement and the information which the parties could receive as a result of the execution thereof, are confidential, so it may not be disclosed to third parties or used for purposes other than those specified in the contract without prior authorization the affected part. Exceptions to this general rule, those cases in which information must be disclosed by legal, judicial or administrative provision.

The confidential obligation will run during the duration of the execution of the contract and will remain valid during a five-year period after its finalization date except for that information and documentations which is considered public.