

GENERAL TERMS AND CONDITIONS OF PURCHASE

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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SUBJECT MATTER OF THE AGREEMENT

This document defines the legal system that will apply to each and every one of the purchases of materials and services required for the business of Malaga Aerospace, Defense and Electronic Systems, S.A. (hereinafter the Buyer).

These purchases will be documented in Purchase Orders ("Purchase Orders"), specifying the identification data of the products to be purchased, the terms and manner of delivery and the economic conditions applicable to each purchase. Any particular not contained in the Purchase Order will be regulated by these provisions.

2. PURCHASE ORDERS

The agreement will be implemented through documents called Purchase Orders through which the various materials and services required for the Buyer's business will be purchased.

Deliveries will generally be made in the quantities and on the terms specified in the Purchase Orders.

3. DOCUMENTATION OF THE PURCHASE ORDERS

The Purchase Orders may be documented in writing or on computer support. They may also be remitted to and accepted by the Supplier by mail or fax or by any other computer means.

The Buyer will prepare these documents and will remit them to the Supplier for the latter's acceptance. Upon acceptance of the Purchase Order by the Supplier, the Buyer will be obliged to purchase the materials and components itemized, on the economic conditions set out therein and in accordance with these terms and conditions.

The Supplier, upon acceptance of the Purchase Order, will be obliged to deliver the goods itemized in that Purchase Order and on its terms, fully respecting the conditions set out here.

4. PERIOD OF EFFECTIVENESS

This document will remain in effect without limitation.

5. EXCLUSIVITY

This agreement does not impose on the parties hereto the obligation to contract exclusively with each other and therefore the parties are free to arrange with third parties' transactions of the same kind as those that are the subject of this agreement. This provision will apply even when the third parties with which one of the parties' contracts are direct or indirect competitors of the other party.

6. THE SUPPLIER'S OBLIGATIONS

The Supplier hereby undertakes:

- (a) To pack, mark and dispatch the products adequately in accordance with the requirements of the Buyer and of the carriers involved so that minimum carriage costs are assured;
- (b) To address the dispatches in accordance with the instructions set out in the Purchase Order;
- (c) Not to charge for the handling, packaging, storage, carriage or towing of the products;

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- d) To attach to each package a label with the Buyer's order number;
- e) To mark each package with this order number, the part number and quantity, and, if the dispatch consists of numerous packages, to number each package consecutively;
- f) To remit for each dispatch the original bill of lading or other dispatch document, complying with the instructions received from the Buyer and permitting the Buyer to take possession of the goods. The Supplier will include in the bills of lading or other dispatch documents adequate identification of the classification of the products remitted, following the Buyer's instructions and the requirements demanded by the carrier;
- g) To give sufficient notice to the Buyer of the dispatch of the goods and any other information necessary to enable the Buyer to adopt such measures as are normally necessary to withdraw the goods;
- h) To procure, where appropriate, for its own account and risk and at its own cost, any export and import licenses and other official approvals required and to complete, with the Buyer's cooperation, all customs formalities required for the export and import of the goods and, if necessary, for their passage in transit through another country;
- i) To contract, for its own account and expense, for the carriage of the goods by the route it considers convenient, provided that such route permits the delivery of the goods in the place and on the date specified in the Purchase Order, the risks affecting the goods sold being for its account until that time;
- j) To make the goods available to the Buyer at the Buyer's facilities in accordance with the above paragraphs within the term set in the Purchase Order;

The marks on each package and the identification of the products appearing on the packing labels, bills of lading and invoices should be sufficient to permit easy identification by the Buyer of the products purchased.

The Supplier's obligations set out in the preceding sections are stipulated in the Buyer's interest, so that the Supplier may be dispensed from performing all or some of such obligations if this is shown on the Purchase Order issued by the Buyer.

7. THE BUYER'S OBLIGATIONS

Invoices will be paid within the maximum period of days stated in the new "Payment Law" of the corresponding year, after the date of the invoice, by bank transfer to the account designated for that purpose. The invoice will be issued for the total figure coinciding with the prices given in the offers of sale made by the Supplier and accepted in each case by the Buyer through its remittance of the respective Purchase Order to the Supplier. Said prices will be deemed to include any expenses that are payable by the Supplier.

The invoices will be presented within 10 days after reception of the products by the Buyer and will contain the following data: the Purchase Order number, delivery note and item number, the date, number of the packing list, list of products itemized with price per unit, Buyer's code and Supplier's code or number. The respective delivery note will comply with the same requirements.

All products delivered by the Supplier in excess of the quantities specified in the respective Purchase Order will be returned to the Supplier for its account and expense. While the return is being made, the material will be retained by the Buyer at the Supplier's risk.

8. DELIVERY SCHEDULES

Deliveries will be made in the quantities and within the terms specified in the Buyer's schedules according to the Purchase Orders remitted and accepted by the Supplier.

Materials received on this contract date, or up to 14 calendar days early will be considered 'on time'. Continued on time delivery performance may, at our option, result in increased business opportunities. Failure of material to arrive 'on time' will degrade your supplier performance rating.

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Materials received prior to 14 calendar days early will be considered 'early'. Unless authorized by the buyer, materials received 'early' shall be: (A) Subject to complete return, freight collect, to the seller; or (B) The standard payment cycle terms on the face of the purchase order shall begin no sooner than 14 calendar days prior to the contract schedule date for article delivery.

Materials received later than the contract date will be considered 'late'. Materials expected to arrive 'late' should be shipped the fastest means possible 'at your expense' per the terms and conditions of this purchase order. Failure to ship 'late' materials freight prepaid will result in the bill back of freight charges.

The Buyer will not be obliged to pay for goods delivered to it in excess of the quantities specified in its delivery schedules. The Buyer may change the address for deliveries or order the temporary suspension of deliveries scheduled; such changes will never imply that the Supplier is entitled to adjust the price of the products or services subject of the Purchase Order. If a Purchase Order for products fails to specify quantities and/or delivery schedules, the Supplier will deliver the products in the quantities and terms stipulated by the Buyer for subsequent deliveries, although in such an event, the Supplier's obligation to deliver will be suspended until the Buyer places a further order for the same products in which the quantities and delivery schedules of the products are stipulated.

9. EXTRA COST OF DISPATCHES

If because of the Supplier's actions or omissions, the Supplier is unable to comply with the delivery requirements agreed, the Supplier will, according to the agreement with the Buyer, either reimburse to the Buyer or permit the Buyer to deduct from payment of the Supplier's invoices the cost of a more expeditious method of delivery than that used by the Supplier, paid by the Buyer to permit delivery to be made in compliance with the conditions agreed.

10. CHANGES

The Buyer reserves the right to make changes at any time or to oblige the Supplier to make changes in the drawings and specifications of the products or to change in any other way the scope of the work subject of the Purchase Order, including work relating to matters such as inspection, testing or quality control, and the Supplier undertakes to make such changes diligently; any difference in the price or term of delivery resulting from such changes will be mutually agreed by the Buyer and the Supplier.

Any intellectual and/or industrial property rights arising from adaptations or changes made by the Supplier in the Buyer's products, either at the Buyer's request or suggested by the Supplier itself to improve the product, will be governed by these provisions.

11. INSPECTION

The Supplier agrees that the Buyer will be entitled to enter the Supplier's facilities for a reasonable period of time to inspect the premises, products, materials and any of the Buyer's property used. Inspection of products by the Buyer, whether during manufacture, before delivery or for a reasonable period of time after delivery, will not constitute acceptance of work in progress or of finished products.

12. NON-COMPLIANT PRODUCTS

In the event that the Buyer rejects products due to their non-compliance with the specifications laid down in the Purchase Order, either because they are of a different type or because they suffer from internal defects or defects visible on inspection, the non-compliant products will be deducted from the quantities subject of that Purchase Order, unless the Buyer notifies the Supplier otherwise. The Supplier will not replace the quantities so deducted until it receives a new Purchase Order from the Buyer. If the non-compliance consists of internal defects in the goods delivered, this circumstance will be notified to the Supplier within the longer period of: (i) twelve (12) months after the date on which the goods are placed at the Buyer's disposal or (ii) the warranty period provided by the Supplier in its offer or sales publicity. If the non-compliance consists of deficit of quantity or defect of quality visible at the time

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the goods are made available, this circumstance will be notified within at most one (1) month after the date on which the goods are placed at the Buyer's disposal.

Non-compliant products will remain in the Buyer's possession at the Supplier's disposal and for the Supplier's account and risk. If the Supplier fails to give instructions in writing within ten (10) days after the notice of non-compliance received from the Buyer, or within the lesser period of time that may be reasonable in business terms according to the specific circumstances of the case, the Buyer will be entitled at its choice to charge the Supplier for the expenses of storage, handling and conservation of the goods. In that case, the Buyer may retain the non-compliant goods sold until it receives payment of these expenses from the Supplier.

Regardless of the right to retain, if within said term the Supplier fails to give instructions relating to the non-compliant goods delivered, and in any event if, according to the circumstances of the case, the Supplier delays excessively in assuming responsibility for such goods or in paying their storage, handling and conservation expenses, the Buyer may sell those goods provided that it so notifies the Supplier at least five (5) days in advance. In that case, the Buyer may withhold from the proceeds of the sale a sum equal to the expenses of the storage, handling and conservation of the goods and will pay the balance to the Supplier.

Payment for non-compliant products will not constitute acceptance thereof, it will not limit or reduce the Buyer's rights to bring the actions to which the Buyer is entitled, neither will it release the Supplier from liability for the defects affecting the goods remitted.

13. FORCE MAJEURE

The parties will be released from liability for delay or omission in their performance of their obligations, as set out herein, in the event that such delay or omission is due to the occurrence of an event that is reasonably beyond their control and in which no blame or negligence is involved; such events include but are not limited to acts of god, acts of a governmental authority (whether lawful or unlawful), fire, flood, cyclone, explosion, rebellion, natural disaster, war, sabotage, industrial dispute (including lock-in, strike and work to rule), impossibility of procuring energy, materials, workers, machinery or carriage or a court injunction or court order, provided that the party affected notifies the other party in writing of the existence of the delay (including its approximate duration) within ten (10) days.

Regardless of the authority granted to the parties in clause five here in above, during the period of delay or non-compliance on the part of the Supplier, the Buyer, except in force major situations, may at its choice cause the Supplier to provide the Buyer with products from other sources, in the quantities and within the terms stipulated by the Buyer and on the conditions resulting from this agreement and from the respective Purchase Order. If the Buyer so requests, the Supplier will, within ten (10) days after that request, guarantee that the delay will not exceed fifteen (15) days. If the delay exceeds said fifteen (15) days or if the Supplier fails to guarantee to the Buyer that the delay will cease within that period, the Buyer may forthwith cancel the Purchase Order without liability.

14. WARRANTIES

The Supplier expressly warrants that the goods or services covered by this agreement will comply with the specifications, drawings, samples or descriptions provided to it by the Buyer and that they will be saleable, of good material, well prepared and free from defects.

In the case of materials, the date of manufacture should not exceed two (2) years unless otherwise indicated in the Purchase Order. Likewise, if the material originates from a country outside the European Union, the Supplier undertakes to enclose the respective invoice and certificate of origin with the material.

15. INFORMATION ON COMPONENTS, SPECIAL WARNINGS AND INSTRUCTIONS

Upon the Buyer's request, the Supplier will furnish to it, in the manner and with the details specified by the Buyer: (a)

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a list of all components in the products purchased under this agreement and (b) information on changes or additions to said components. Before and at the time of the dispatch of the products purchased under this agreement, the Supplier undertakes to provide the Buyer with sufficient warnings and notices in writing (including adequate labels on products, containers and packaging) of hazardous materials included as components or parts of any of the products, together with special handling instructions of which the carriers, the Buyer and its respective employees should be informed. These instructions will relate to measures of care and precaution for the better prevention of bodily or material damages in the handling, transport, processing, use or disposal of the products and their containers and packaging to be dispatched to the Buyer.

16. INSOLVENCY OR DISSOLUTION OF THE SUPPLIER

The Buyer may cancel this agreement or any Purchase Order issued hereunder forthwith and without incurring liability to the Supplier, should any of the following events or any comparable event occur: (a) the Supplier's insolvency, (b) the filing by the Supplier of a voluntary application for bankruptcy; (c) the filing of an involuntary application for bankruptcy against the Supplier; (d) the appointment of a receiver or trustee for the Supplier; or (e) the making of an assignment to the benefit of the Supplier's creditors, provided that such application, appointment or assignment has not been revoked or cancelled within fifteen (15) days after it is made.

The Buyer will be vested with the same right if a liquidator is designated or if a cause of dissolution of the Supplier occurs, even if such cause has not been declared by the courts.

17. TERMINATION FOR DEFAULT

Either of the parties may terminate this agreement and the orders arising from it without liability towards the other party if the latter (a) repudiates or defaults any of the terms of this agreement or of the Purchase Orders issued hereunder, including the Supplier's warranties; (b) if conduct is observed that may jeopardize compliance with the obligations in the time and manner set forth herein and such conduct or default is not remedied within ten (10) days (or less, should the business reasons of the specific case make this advisable) after receipt of notice in writing from the other party to the agreement, specifying such breach or default.

Termination of the agreement for any of the causes stipulated in this clause will entitle the party requesting termination to receive compensation for the losses and damages caused to it by the other party's conduct.

18. CANCELLATION

In addition to other rights of the Buyer to cancel or terminate a purchase order, the Buyer may, at its option, cancel the agreement at any time, delivering notice in writing to the Supplier. In this case, the Buyer will pay to the Supplier the following sums, which may not be duplicated: (a) the price, at the time the Purchase Order was placed, of products delivered or services provided to the Buyer complying with that order, for which payment is still outstanding; and (b) the updated cost of the work in progress at that time and the cost of the raw materials and expenses incurred by the Supplier in the provision of goods and services in order to comply with the Purchase Order, provided that their amount is reasonable and that they are duly determined and distributed to the finished part of the Purchase Order on a pro rata basis applying generally accepted accounting principles; however, the reasonable value or the cost (whichever is the higher) of any products or materials used or sold by the Supplier with the Buyer's consent in writing may be deducted from that payment.

The Buyer will not pay for finished goods, work in progress or raw materials manufactured by or supplied to the Supplier in quantities exceeding those authorized for the deliveries, or for undelivered goods that are in the Supplier's standard stock or that are immediately saleable. Payments made under this paragraph may not exceed the total price that would have been payable for the finished products which the Supplier would have produced if the delivery or distribution schedules pending at the time of cancellation had been performed. Except as provided in this paragraph, the Buyer will not be liable for and will not be obliged to make payments for any cause, either to the Supplier directly or as the consequence of claims made by the Supplier's sub-contractors. Within sixty (60) days

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after the actual date of cancellation, the Supplier will present to the Buyer a full settlement for the cancellation, providing sufficient supporting data to permit an audit by the Buyer; subsequently, the Supplier will provide diligently any supporting and supplementary information requested by the Buyer. The Buyer or its agents will be entitled to audit and examine the books, registers, facilities, work, material, inventories and other items relating to the settlement for cancellation presented by the Supplier.

19. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Supplier agrees: (a) to defend, hold harmless and indemnify the Buyer, its successors and its customers from claims, complaints, losses, actions, damages, liability, the withdrawal of products or related documentation from trade (including their attachment, transformation or destruction) and expenses (including reasonable attorneys' fees) arising from any complaint, claim or action due to real or alleged, direct or contributive infringement or to inducement to infringe any patent, trademark or copyright of any country originating from the manufacture, use or sale of products or services requested, including infringement due to the observance of specifications provided by the Buyer or to the actual or alleged improper use or misappropriation of a commercial secret that ensues directly or indirectly from the Supplier's actions; (b) to waive the right to make any claim against the Buyer including any claim for possession, innocent or otherwise, or similar claim relating in any way to a claim brought against the Supplier or the Buyer for a patent,

trademark, copyright or labor right of camouflage, breach of law or similar, including claims arising from compliance with the specifications provided by the Buyer; and (c) to grant to Buyer a worldwide non-exclusive royalty-free license to repair, to have repaired, to reconstruct and to have reconstructed the products purchased by the Buyer hereunder.

The Supplier assigns to the Buyer any right, title and interest in and relating to all trademarks and copyrights and labor rights on any material created by the Buyer on the basis of this agreement. Such assignment will always be deemed to include the industrial and/or intellectual property rights that may be generated in the product adaptation or change process referred to in clause ten hereinabove. Such property rights will never be assigned by the Supplier to third parties or used in applications other than those requested by the Buyer.

20. DISCLOSURE OF TECHNICAL INFORMATION TO THE BUYER

The Supplier undertakes not to file a claim (other than a claim for default in patent matters) relating to technical information that the Supplier will or may in future disclose to the Buyer in connection with the goods and services subject of the Purchase Order.

21. WORKS PERFORMED AT THE BUYER'S FACILITIES

If the Supplier works at the Buyer's facilities or uses the Buyer's property in or outside its facilities, the Supplier will indemnify the Buyer and hold it harmless from liabilities, claims or expenses (including reasonable lawyers' fees) for damages to property or injuries (including death) of the Buyer, its employees or any other person caused by or relating to the performance of such work by the Supplier or its use of the Buyer's property, except for liability, claims or complaints due solely to the Buyer's negligence.

The Supplier will arrange adequate insurance against the consequences of any action or default of the Supplier's employees while they are on the Buyer's property. The Buyer, which will be expressly included among the beneficiaries of the insurance, will be entitled to request a certificate of such insurance before permitting the Supplier's employees to enter its property.

22. TOOLS

Unless otherwise agreed by the Buyer, the Supplier will, for its own account and expense, keep in a good state of repair and replace where necessary all tools, templates, patterns, devices, molds and gauges ("Tools") required for

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manufacture of the goods. The cost of changes in the tools owned by the Buyer will be for the Buyer's account. The Supplier will insure the tools against fire for its own account and expense, and will arrange extended insurance coverage for their replacement value. The Supplier grants to the Buyer an irrevocable option to take possession of and acquire title to the tools that are specifically for the production of the products.

23. GOODS PROVIDED BY THE BUYER TO THE SUPPLIER

All supplies, materials, tools, molds, patterns and equipment and other articles provided by the Buyer to the Supplier either directly or indirectly to perform the order, or for which the Buyer has paid the Supplier, will be and will remain the Buyer's property. The Supplier will bear the risk of losses and damages to the Buyer's property. The Buyer's property will always be duly protected and maintained by the Supplier; it will not be used by the Supplier for any purpose other than the performance of this agreement and it will be considered personal property; the Supplier will mark it clearly "Property of MADES"; it will not be mixed with the property of the Supplier or of a third person and it will not be removed from the Supplier's facilities without the Buyer's prior consent in writing. At the Buyer's request, said property will be placed immediately at its disposal or delivered to it by the Supplier either (i) F.O.B. transport equipment at the Supplier's plant, duly packaged and marked complying with the requirements of the carrier selected by the Buyer for its transport; or (ii) at a place designated by the Buyer, in which case the Buyer will pay to the Supplier the reasonable cost of delivery of such property to the place designated. The Buyer will be entitled to enter the Supplier's premises at reasonable times to inspect such property and the Supplier's records relating thereto.

24. ACTIONS

The rights and actions available to the Buyer under this Purchase Order will be accumulative and additional to all other actions established by law or in equity.

25. TAXES AND OTHER LEVIES

Any taxes and other levies arising from this agreement will be paid by both parties in accordance with Law.

Taxes or levies borne by the Supplier may not be shifted on to the Buyer by increasing the sales price stipulated.

The Supplier will if possible shift on to the Buyer the customs duties relating to this agreement and the rights to tax refunds if any (including rights obtained through substitution and rights acquired from Supplier's suppliers). The Supplier undertakes to inform the Buyer of the existence of such rights and to furnish to the Buyer the documents necessary to assert them.

26. PUBLICITY

The Supplier may not, without the Buyer's prior consent in writing, announce or publish in any media that the Supplier has agreed to provide to the Buyer the goods or services subject of this order document, neither may the Supplier use the Buyer's trademarks in the Supplier's advertising or promotional material. If the Supplier fails to comply with this provision, the Buyer will be entitled to cancel the part not delivered of the goods or services subject of this agreement, in which case no payments may be demanded from the Buyer other than payment of the value of the goods delivered or services provided prior to the cancellation.

27. NO EXPLICIT WAIVER

If at any time either of the parties does not demand from the other the performance of any of the provisions of this agreement, this circumstance will never affect that party's right to demand such performance at any other time; likewise, dispensation granted by either of the parties in the case of the default of a provision of this agreement does not constitute dispensation in the event of further defaults of the same or of another provision.

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28. DELEGATION PROHIBITION

The Supplier may not assign or delegate its obligations under this agreement without obtaining the Buyer's prior consent in writing.

29. RELATION BETWEEN THE PARTIES

Both the Supplier and the Buyer are independent contractual parties so that none of the contents of this agreement makes either of the parties the legal representative of the other for any purpose. Neither does this agreement grant to either of the parties any other authority to assume the representation of or to bind the other party.

30. COOPERATION BETWEEN THE PARTIES IN FIXING COSTS

The parties undertake to review at regular intervals the costs of preparation of the products provided to the Buyer hereunder, in order to establish ongoing improvement programs, to reduce costs and to enhance technological aspects of the products sold.

For that purpose, the Supplier will cooperate with the Buyer to minimize the costs of material bought by the Supplier for use in products sold to the Buyer, such cooperation being intended to achieve improvements in their mutual benefit.

31. APPLICATION

Should any of the terms of this agreement be null or non-applicable pursuant to any law, regulation, ordinance, enforceable order or legislation, said term will be considered as amended or eliminated, but only to the extent necessary to observe that law, regulation, ordinance, order or rule; all other provisions will remain in full force and effect provided that this does not violate the spirit and the essential conditions that have given rise to this agreement.

32. APPLICABLE LEGISLATION

This agreement and all questions arising from it will be governed and interpreted exclusively by Spanish legislation as if the agreement had been made in Spain between Spanish parties domiciled in that State.

Consequently, rules of international law having as their subject the same matters as those regulated herein will not apply, even as supplemental legislation, whether they are contained in treaties or are shown by standard usage, except in those cases in which the general or individual conditions of the agreement expressly mention the application of such international rules. An international rule will never be deemed to apply because some or all of its provisions coincide with those of this agreement.

33. APPLICABLE JURISDICTION

For all matters relating to the interpretation, performance or enforcement of this agreement, the parties, waiving their right to any other forum or privilege to which they may be entitled, agree to submit expressly to the jurisdiction of the Courts and Tribunals of Malaga, Spain.

34. ENTIRE AGREEMENT

This agreement, together with its schedules, documents or supplements specifically referred to herein, constitutes the entire agreement between the Supplier and the Buyer with regard to its subject matter and it replaces any other

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oral or written declarations or agreements made prior to this agreement. This agreement may only be changed by an amendment/alteration in the Purchase Order issued by the Buyer.

35. LANGUAGE OF THE AGREEMENT

This document is executed in the Spanish language, and a version in English has simultaneously been prepared which will have the scope of information on the contents of the agreement. In any event, should there be any discrepancy between the two versions, the Spanish version will prevail.

36. ACCEPTANCE OF THE GENERAL CONDITIONS OF THE AGREEMENT

In the case of discrepancy between these general conditions and the individual conditions agreed on the Purchase Order, the individual conditions will prevail over the general conditions.

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