

**1. Applicability and definition**

INSO GROUP SPAIN SL and the supplier agree that following definition of the order, the latter entity shall send a signed approved copy of the purchase order within 3 calendar days. Following the end of this period, all terms and conditions in the purchase order shall be understood as having been accepted by the supplier.

**2. Contractual documentation**

The purchase contract between INSO GROUP SPAIN S.L. and the supplier shall detail, in addition to the purchase order issued by INSO GROUP SPAIN S.L., all procedures and specifications set out in the order as well as details of the technical specifications and applicable regulations. All of the aforementioned information shall form part of the contract.

**3. Conditions and penalties relative to late delivery**

After the delivery conditions set out in the order have been approved by the supplier and accepted by INSO GROUP SPAIN S.L., these may only be modified by INSO GROUP SPAIN S.L. after providing advance written notice by email to the supplier or their agent. Should the supplier foresee a delay in delivery for any reason, they shall inform INSO GROUP SPAIN S.L. immediately by email. In the event of a delay in delivering the goods, and except in cases of force majeure or circumstances attributable to INSO GROUP SPAIN S.L., the supplier shall incur a weekly penalty of 2% of the order price up to a maximum of 10%. These penalties shall be applied after the first week's delay of delivery by the supplier.

**4. Prices and delivery deadlines**

The prices set out in the order are fixed and may not be modified except where the modifications have been justified and accepted in advance by email. If a modification request has not been denied within four calendar days following the purchase order date, the order price shall be used as the purchase order price. All prices in the purchase contract shall be in euros except where expressly indicated otherwise.

Prices do not include VAT.

The supplier shall deliver the goods DDP (Incoterms 2020), except where the purchase order indicates EXW (Incoterms 2020), to delivery address indicated in order by the delivery date indicated in the order.

The prices set out in the order shall include packaging, transport and the necessary protection and must accord with the order issued by INSO GROUP SPAIN S.L.

**5. Payment terms**

Except where otherwise agreed by INSO GROUP SPAIN S.L. and the supplier, payment shall be made by transfer within 60 days of the invoice date. Should the certificates for the materials arrive later than the materials themselves (delivery note date or invoice date), the reference date for payment shall be the date of receipt of the certificates. The supplier shall issue a copy of the invoice to INSO GROUP SPAIN SL at the following address: INSO GROUP SPAIN S.L., Poeta Antonino Chocomeli 1-2, 46015 Valencia (Spain). Alternatively, the copy may be sent by email to [info@grupoinso.es](mailto:info@grupoinso.es)

Invoices for partial deliveries shall not be accepted unless previously agreed.

The invoice should include the following information: order number, delivery note number, payment due date and agreed payment method. There should be no surcharges relative to documentation, tests, loading, transport, packaging or any other costs specifically indicated in the order.

Should a conflict arise between INSO GROUP SPAIN S.L. and the supplier relative to a specific delivery, INSO GROUP SPAIN S.L. reserves the right to withhold payment until such time as the matter of the disputed invoice has been resolved.

**6. Guarantee period**

The goods shall be subject to a six-month guarantee period from the date of delivery to INSO GROUP SPAIN S.L. during which the seller

shall repair or replace defective goods within a reasonable time frame. If the cost of the replacement or repair was borne by the buyer, INSO GROUP SPAIN S.L. reserves the right to request a reduction in the total order price.

If the supplier cannot eliminate a defect or refuses to do so, the buyer reserves the right to cancel the order and to be reimbursed for the costs incurred, up to 10% of the total order price.

The supplier must provide forty-eight hours' notice of the delivery date of the replacement goods.

**7. Confidentiality**

All information provided by INSO GROUP SPAIN S.L. shall be handled with complete confidentiality and shall not be shared with other parties without prior written authorisation from INSO GROUP SPAIN SL

**8. Inspection of, and access to suppliers' facilities**

INSO GROUP SPAIN S.L. may inspect the product in the supplier's facilities during any phase of the production process and must provide advance of notice of any inspection.

The buyer, their client and the certification authorities shall have complete access to the supplier's facilities. These visits must be planned in advance and the most suitable dates must be agreed with the supplier.

**9. Technical specifications and quality control**

The technical specifications defined by INSO GROUP SPAIN S.L. and the applicable regulations with respect to the goods shall be detailed in the purchase order.

The goods shall be delivered along with the quality documentation requested in the order and a copy shall be sent to [info@grupoinso.es](mailto:info@grupoinso.es). No payment shall be made until receipt of the quality accreditation documentation.

The goods must be properly identified to ensure they are traceable during the entire process.

Any deviations or instances of non-compliance shall be notified in writing to enable an analysis of the steps to be taken in agreement with INSO GROUP SPAIN S.L.

The cost of returns as a result of defects or non-compliance shall be met by the recipient of the returned items (EXW INCOTERMS 2020).

**10. Shipping**

The products being sent must be properly identified and accompanied by a delivery note which includes the following product information: buyers' order number, reference for the articles indicated in the order, amounts, weight and name.

Products without a delivery note or quality certificates shall not be accepted.

No excess goods shall be accepted relative to the order without prior agreement between INSO GROUP SPAIN S.L. and the supplier.

The goods must be properly packaged, where applicable, to prevent damage during transportation. The cost of any damage caused during transportation shall be borne by the supplier.

**11. Applicable legislation and conflict resolution**

This purchase contract shall be governed, translated and interpreted in accordance with Spanish law.

Any conflict between the parties relative to the purchase contract and its implementation must be resolved through negotiation.

If the conflict cannot be settled within a maximum of six months, the arbitration process shall take place in Spain under Spanish law.

INSO GROUP SPAIN, S.L.

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