



## 1. SCOPE

These General Purchasing Conditions will apply to all purchases made by the company INDUSTRIA TECNICA DEL PLASTICO, S.A.U. (hereafter referred to as "**INTEPLAST**"), with registered office at Ctra. Camprodon, Km 2, 17813 La Vall de Bianya, Girona, with Tax Id no. A-17.020.546 and entered in Girona Mercantile Registry at tome 131, folio 32, sheet GI-1.136.

These General Conditions are concerned with purchases by INTEPLAST from its suppliers (hereafter referred to as the "**SUPPLIER**" or "**PROVIDER**"), under a non-exclusive regime, of any products that INTEPLAST requires from them, whether for moulds, machinery or equipment, parts, raw materials or any other materials or services (hereafter referred to as the "**PRODUCTS**").

These General Conditions are of exclusive application. Therefore, any of the SUPPLIER's terms and conditions that are contrary to or differ from those established in this document, and any verbal or written agreement that alters them, will not be applicable unless expressly accepted in writing by INTEPLAST. For clarification, these General Purchasing Conditions will prevail over the SUPPLIER's sales conditions.

These General Conditions will be considered as a framework contract, the clauses being applicable to any PRODUCTS that INTEPLAST acquires from the SUPPLIER. However, in every case the special conditions in the Annex of Specific Conditions or Project Contract corresponding to each PRODUCT will prevail, in the event that any of these documents is at variance with any of the provisions in the General Conditions, through being specific or particular to each PRODUCT.

## 2. ORDERS

The General Purchasing Conditions will be understood as accepted when INTEPLAST receives the acknowledgement attached to the order/plan of deliveries, which has to be returned to the INTEPLAST Purchases Department by the SUPPLIER within a maximum of two (2) days.

In the absence of acknowledgement of receipt, the start of work on the order will be considered as express acceptance of these General Purchasing Conditions.

INTEPLAST will send the orders/plans of deliveries by email, indicating the quantity, delivery time, place, quality and, where appropriate, the particular conditions of delivery.

The quantities and delivery dates mentioned in the orders and delivery plans will be considered as firm for the first two weeks and as a forecast for the supply of material by the SUPPLIER, without being binding on INTEPLAST, during the following weeks. Consequently, except for the first two weeks, the quantities indicated by INTEPLAST must be considered as forecasts, INTEPLAST reserving the right to change both the quantities and the delivery dates at any time.



### **3. PRICES, INVOICES AND PAYMENT CONDITIONS**

The prices applicable will be those indicated in each order, which will be firm, with no possibility of alteration, and understood to apply to "Delivered At Place" or "DAP" (defined in Incoterms 2020).

Every invoice will contain only one order, therefore INTEPLAST can reject any invoices that contain more than one order. They must be sent by email to [payablesitp@inteplast.es](mailto:payablesitp@inteplast.es) in the case of INTEPLAST ES and to [payablesitpcz@inteplast.cz](mailto:payablesitpcz@inteplast.cz) in the case of INTEPLAST CZ.

The invoices will contain, among other points that the SUPPLIER considers appropriate or legally necessary, the order number, date of delivery to INTEPLAST, identification details of the PRODUCT –including the shipment or manufactured batch number and the number of units the subject of delivery, as well as the form and date on which payment will be due.

INTEPLAST will make payment at sixty (60) days from the date of receiving the invoice. INTEPLAST makes payments on the 10th and 25th of each month.

### **4. PACKAGING AND DOCUMENTS**

The SUPPLIER must deliver the PRODUCTS in packaging which is suited to their condition, the form in which they are despatched and the form in which they are to be stored, to ensure that the products are delivered in perfect condition.

All material must be accompanied by a delivery note containing the INTEPLAST order number, INTEPLAST reference, quantity and batch. The COA can be attached or sent by email.

### **5. QUALITY**

The SUPPLIER must deliver the PRODUCTS in such a way that they meet the technical specifications and quality required by INTEPLAST at any time, and which will be based on IATF regulations and standards.

Also the SUPPLIER will be totally responsible for the suitability and technical quality of the PRODUCTS, provided that they are used in the conditions and manner and for the purposes recommended by the SUPPLIER.

A charge of €100 will be made for any administrative procedures arising from non-compliance with any of the requirements stipulated by INTEPLAST.

### **6. DELIVERY**

The PRODUCTS will be delivered at the place indicated on each order. INTEPLAST reserves the right to reject the PRODUCTS in the event that the delivery date is not respected, the delivery is incomplete or contains more PRODUCTS than were ordered and, in any case, when any of the instructions given in the order are not complied with.



When orders are delivered, INTEPLAST, while reserving the right to check on the quantity and quality of products received in the case that they are delivered without packaging or wrapping, must stamp the relevant delivery notes or CMR documents that are submitted by the person or carrier making the delivery.

Any PRODUCT that is rejected must be collected by the SUPPLIER at its own charge and risk within a maximum of eight (8) days counting from the date of delivery. The SUPPLIER will compensate and indemnify INTEPLAST for any expenses connected with non-compliance with the obligation to deliver the PRODUCTS in the conditions specified in the order.

In consequence, in the case that PRODUCTS are delivered without packaging or wrapping INTEPLAST will proceed to examine the PRODUCTS received, carrying out a check on their external appearance, both quantitative and qualitative, consisting of counting the packages, checking on their external condition and making notes as necessary on all copies of the delivery note or CMR document (both those which have to be delivered to the carrier and/or SUPPLIER, and those that remain in the possession of INTEPLAST) regarding the external conformity of that delivery or, where applicable, any defects observed.

## **7. SUPPLIER'S LIABILITY**

The SUPPLIER accepts all liabilities of any kind that could arise as a consequence of the appearance of faults or defects in PRODUCTS manufactured by INTEPLAST due to anomalies existing in the components supplied by the SUPPLIER.

**7.1** In the event that, having checked the PRODUCTS on delivery as provided in clause 5, INTEPLAST detects differences of a quantitative and/or qualitative kind with respect to the details of the order, and the products had been received packaged or wrapped, it will proceed as follows:

**a)** If in the external examination of the PRODUCTS defects and/or qualitative differences are found with respect to details of the order, INTEPLAST will communicate this circumstance in writing and within four (4) days to the SUPPLIER, which must then remove the affected PRODUCTS and arrange a new delivery within a time in accordance with INTEPLAST's requirements, counting from when the communication was made, without this meaning any further cost for INTEPLAST. Should five (5) working days pass without the SUPPLIER having removed the PRODUCTS, INTEPLAST can send these PRODUCTS to the SUPPLIER at its own charge and claim repayment of the price paid for them from the SUPPLIER.

**b)** In the event that, after counting the PRODUCTS delivered, a difference is found of an excess quantity delivered with regard to the amount specified in the order, INTEPLAST will communicate this circumstance in writing within four (4) days to the SUPPLIER, which must remove the surplus PRODUCTS within the following five (5) days without causing any expense for INTEPLAST. Should five (5) working days pass without the SUPPLIER having removed the PRODUCTS, INTEPLAST can send these PRODUCTS to the SUPPLIER at its charge.



c) In the event that, after counting the PRODUCTS delivered, a difference is found showing a shortage with respect to the quantity specified in the order, INTEPLAST will communicate this circumstance to the SUPPLIER in writing within a period of four (4) days, and the latter must make a new supplementary delivery in accordance with INTEPLAST's requirements without this meaning any expense for INTEPLAST.

**7.2** In the event that, subsequently to the simple external examination, INTEPLAST finds defects and/or differences in the PRODUCTS delivered that are of a qualitative nature with respect to the order, and would obstruct their manipulation, processing or marketing by INTEPLAST, it can within a maximum of thirty (30) days require the SUPPLIER to replace that PRODUCT with another of identical characteristics, without any additional cost to INTEPLAST.

However, INTEPLAST can also decide definitively to return PRODUCTS that are defective or qualitatively different from those ordered to the SUPPLIER. In that case, the SUPPLIER must remove the affected PRODUCTS from INTEPLAST's premises within 5 working days without this meaning any expense for INTEPLAST, the SUPPLIER also having to repay any sums received in payment for the PRODUCTS affected.

**7.3** INTEPLAST can claim from the SUPPLIER the amount of any sanction of an administrative kind that may have been imposed as a consequence of the latter's non-compliance with any of the standards where compliance – under these General Conditions and/or sector regulations relating to these PRODUCTS - could be attributed to the SUPPLIER of the PRODUCTS.

Also INTEPLAST can recover from the SUPPLIER any expenses or loss and damages that could be caused to INTEPLAST as a consequence of INTEPLAST's customers bringing legal actions and/or filing claims which are due to quality defects in the PRODUCTS supplied.

## **8. GENERAL CLAUSES**

### **8.1. Confidentiality clause**

The SUPPLIER expressly undertakes to treat as confidential any information, data and documentation passed to it by INTEPLAST (hereafter referred to as the "**Confidential Information**").

In consequence, the SUPPLIER undertakes to consider the Confidential Information as totally reserved and protected, to be used exclusively for the purpose of and in order to complete the supply commissioned; not to disclose it, reproduce it or make it available to third parties without INTEPLAST's previous consent in writing. Any public communication that the SUPPLIER must make due to the demands of imperative regulations, where this could affect the Confidential Information, must first be submitted and made known to INTEPLAST.

In particular, the SUPPLIER undertakes expressly not to use, for any reason, the experience, know-how, knowledge, results, etc., that may emerge or be acquired as a consequence of access to Confidential Information in any projects and/or services provided and/or developed for third parties.



Non-compliance with the established obligations of confidentiality will be considered as a justified reason for termination of the contractual relationship, with no right to receive any compensation. It will also empower INTEPLAST to claim compensation from the SUPPLIER for any loss and damages caused by such non-compliance, and the repayment of any expenses that, as applicable, could result as the consequence of any legal actions that may be filed in defence of its rights.

### **8.2. Best environmental practices**

Best Environmental Practices are defined as those actions which endeavour to reduce the negative environmental impact caused by the activities and processes, by making changes and improving the organisation and development of those actions.

INTEPLAST summarises Basic Environmental Principles in the following points:

1. Compliance with the legal environmental requirements applicable to the activities, PRODUCTS, processes and services developed.
2. Environmental prevention and protection in the development of the activity, taking all the processes involved into account.
3. Incorporating environmental criteria into the PRODUCT design, productive process and/or service, taking into account the whole of its life cycle, in order to minimise the environmental impact associated with both the manufacture of the PRODUCT and its use, and to facilitate its recovery and revalorisation at the end of its useful life.
4. Optimisation in the consumption of resources, minimising the generation of waste and encouraging the circular economy.
5. Optimisation in the consumption of energy and water, encouraging, as far as is possible, the use of renewable non-pollutant energy sources.

### **8.3. Corporate Social Responsibility**

Any company that wishes to work with INTEPLAST must work taking into account the five basic principles:

1. Compliance with the national legislation in force and, especially, current international standards.
2. The global character of this responsibility, which includes all aspects of business and all the geographical areas where their activities take place.
3. An ethical compromise in their activities, based on ethical, transparent and socially committed actions, applying strictly professional and technical criteria.
4. Vigilance over the impact caused by the activities in social, environmental and economic fields.
5. An orientation to satisfaction and to information regarding the expectations and needs of the parties concerned.



#### **8.4. Ethical Code**

Any company that wishes to work with INTEPLAST must work taking into account the following basic principles:

- A respect for the workers' rights and human rights recognised in the Universal Declaration of Human Rights. Consequently, INTEPLAST does not employ, either directly or indirectly, child labour or people subject to forced labour, guaranteeing freedom of association, opinion and expression for its employees, as well as the right to collective bargaining.
- Equality of opportunities: not permitting any kind of discrimination by reason of sex, race, ideology, religion, sexual orientation, age, nationality, disability or any other personal, physical or social condition.
- Anticorruption and anti-bribery: no employee must admit or practice bribery, or offer benefits or advantages to third parties who are in the service of any organisation (public or private) in order to obtain preference or business deals, whatever may be their nature. Any instances of corruption that come to their knowledge should be reported using the established channels.

#### **8.5. Personal data**

INTEPLAST and the SUPPLIER are, respectively, controllers of the processing of professional localisation data of the other party's employees and/or collaborators. The data will be processed for the purpose of maintaining a contractual relationship between INTEPLAST and the SUPPLIER, in accordance with their respective legitimate interests and recognised by the regulations. INTEPLAST and the SUPPLIER are each responsible for informing their respective employees and/or collaborators about the processing carried out by the other party. The personal data will not be communicated to third parties, except under legal obligation, and to subcontracted enterprises for the purpose of the transaction. The personal data will be stored throughout the time that the contractual relationship between INTEPLAST and the SUPPLIER remains in effect and, at the end of that time, will be kept blocked for the prescription period of legal actions arising from these General Purchasing Conditions. To exercise their rights of access, rectification, erasure, limitation, objection and portability of data, persons concerned can write to the registered offices of the parties and/or to the email address [lopd@intoplast.es](mailto:lopd@intoplast.es) (for contact with INTEPLAST) and the contact email address for the purpose provided by the SUPPLIER (for contact with that party). Data subjects can also file any claim arising from the processing of their personal data to the Spanish Agency of Data Protection ([www.aepd.es](http://www.aepd.es)).

#### **8.6. Prior contract conditions**

The contract between INTEPLAST and the SUPPLIER is established under the following prior conditions:

- Confirmation of minerals in conflict.
- The SUPPLIER must comply with the APQP and programmed deliveries.
- The SUPPLIER undertakes that its deliveries will be 100% punctual and with zero defects.
- The supply must respect the planning agreed between INTEPLAST and the SUPPLIER.
- The items supplied must be subjected to an express, formal process of validation and acceptance by the INTEPLAST technical and engineering team.
- INTEPLAST can access the SUPPLIER's installations when considered necessary, during normal working hours, to check that the SUPPLIER meets all the internal requirements and regulations.



- The SUPPLIER must be in excellent financial condition, submitting the annual financial reports for each tax year to INTEPLAST, and also reporting on any possible problems that may arise.
- In all circumstances, the SUPPLIER must meet the liability and insurance requirements and the specific tax regulations of the country.
- The SUPPLIER will not disclose any confidential information regarding INTEPLAST to any third party. The SUPPLIER will use that confidential information only to the degree necessary for the purposes of the relationship of supply, and must maintain the confidentiality of any information provided by or in the name of INTEPLAST for a period of five years after the end of the supply relationship.

#### **8.7. Industrial and intellectual property**

The intellectual and/or industrial property rights of orders, designs, plans, drawings and, in general, any documentation provided by INTEPLAST to the SUPPLIER relative to the PRODUCTS, are the property of INTEPLAST, therefore their use by the SUPPLIER for purposes other than the execution of the transaction or supply is expressly prohibited. Also prohibited is any total or partial copying or grant of use in favour of third parties without prior written consent by INTEPLAST.

#### **8.8. Partial delivery of the product**

In the event that INTEPLAST has paid the SUPPLIER in advance for any product, but the SUPPLIER has not been able to complete the production of the order for any reason, the SUPPLIER undertakes to deliver to INTEPLAST the part of the product that it has manufactured for the SUPPLIER.

#### **9. ASSIGNMENT AND SUBCONTRACTING**

The SUMINISTRADOR may not assign the rights and obligations resulting from this contract to any third party without INTEPLAST's express written consent in advance.

Also, the SUPPLIER may not partially or totally subcontract the supplies without a prior written express authorisation from INTEPLAST.

#### **10. INSURANCE**

The SUPPLIER will keep in force at all times an adequate third party liability insurance policy, contracted with an insurance company of known solvency, to cover any possible liabilities arising from the supply of PRODUCTS to INTEPLAST. The SUPPLIER must insist and require that its subcontractors, as applicable, also have and maintain equivalent insurance policies.

INTEPLAST can at any time require comprehensive information of such policies, including certificates and/or copies of them.



**11. RESCISSION AND TERMINATION**

The contractual relationship can be terminated:

- a) By mutual accord between the parties, in which case neither of the parties will claim from the other the payment of any sum for any reason.
- b) By the unilateral wish of one of the parties based on the other party's non-compliance with any of the obligations that it accepted. The party calling for the termination must communicate its intention to the other party in writing, indicating in this communication the non-compliance considered to have occurred and requiring it to be corrected within a period of fifteen (15) working days from receipt of the notice. If this period passes without the requirement having been settled satisfactorily, the contractual relationship will be automatically terminated in full right.

The above notwithstanding, the injured party can choose to demand that the other party complies with its obligations in full.

Whether the injured party decides on termination or on full compliance, it can, in both cases, claim against the other party for compensation for the loss and damages caused by the non-compliance, provided that this is allowed for in the clauses of these General Conditions.

**12. FINAL PROVISIONS**

**12.1 Addresses of the parties**

The addresses of the parties for the purposes of notifications and communications will be those that each of them indicates for the purpose.

Any change of address must be notified to the other party in writing and sent for the purpose by registered fax. If this notification does not take place, the change of address will not be effective.

**12.2 Applicable law and forum**

For any question or dispute that may arise from the interpretation, execution and development of these General Conditions where it cannot be solved between the SUPPLIER and INTEPLAST, the parties submit themselves expressly to the jurisdiction and competence of the Courts and Tribunals of the locality of Olot, with express waiver of any other forum that may correspond to them.

Revision	Date	Reason
0	1/2019	Document creation
3	24/10/2024	Update with lawyer validation