

1. The Supplier shall acknowledge receipt of the order and send its acceptance back by mail. This shall imply the full acceptance of the General Standard Terms and Conditions for this order. In any case, the materialization of the order implies, on the Supplier's side, the acceptance of the given conditions for such order except for any modifications previously accepted in writing by SAINSEL.
  2. Unless otherwise agreed in each particular order, in case of conflict, the terms and conditions stated in this order shall prevail over any other conditions included in the Supplier's tender. The Supplier agrees to deliver SAINSEL all the materials described in the order within the periods, prices and conditions stated herein.
  3. **Delivery Time Period**

Unless otherwise agreed upon between the Parties, the Supplier shall send all the equipment to the address stated in the order and within the time specified thereon. If the conditions stated in the order are not satisfied in schedule, SAINSEL will be entitled to terminate the current order by written notification. The Supplier, also, shall assume and pay all the costs that this situation might have caused SAINSEL or any other third party.
  4. **Deliveries**

Unless otherwise agreed upon between the Parties, all deliveries shall take place DDU-SAINSEL according INCOTERMS 2000 and SAINSEL office schedule, at the place, station, and deposit stated in the order. Should any delivery do not enclose order note with the Supplier details, above-mentioned delivery will be reject. This order note also shall indicate date and number of the order as well as thorough description about packing and its content, and gross or net weight of the goods. In case of breach, SAINSEL should get five per cent (5%) discount off on processing cost. All goods must be delivered appropriately packed, protected and accompanied by the corresponding technical documentation.
  5. **Price**

Unless otherwise established, the price includes the goods delivered in the address specified herein, packing, freight; trials, if applicable; as well as all taxes and finance expenses. In case of agreement not to include any of the above specified concepts in the prices, the price increase shall be clearly stated in the invoice. Prices for the goods are understood to be final and not subject to reviews under no circumstances, unless previously accepted by SAINSEL. If accepted, the Supplier will not be allowed to apply the prices review in those deliveries carried out behind schedule providing that SAINSEL was not responsible for such delay.
  6. **Acceptance**

Goods shall not be considered accepted, and therefore no property transmission over to SAINSEL shall take place, until SAINSEL' Quality Control Dept has previously performed the trials specified in the contract and verified the supply. If after thirty (30) days since delivery, the Supplier has not been notified otherwise, the goods shall be considered accepted by SAINSEL.
  7. **Warranty**

Acceptance of the goods object of each order implies a one (1) year warranty of the goods delivered, against any hidden defects, carrying out defects, design, manufacturing, setting of work, materials or workmanship of the product. This warranty starts at the Acceptance of the delivery by SAINSEL' Quality Control Dept or without notifying any failure or objection after thirty (30) days since delivery, as stated in Article 6. This warranty also covers any damage or harm that may be caused to SAINSEL or to any third party, and the Supplier will assume all the costs related to the repairs of the defective part, freights, travel expenses, for such damage.
  8. **Invoices**

Invoices must be delivered in duplicate, providing the order no., designation of quantity and quality of the goods, dates and references of the order note as well as the total cost of the goods fully detailed.
  9. **Payments**

Payment shall be done sixty (60) days after invoice (or the established time limits at the time of acquisition). The method of payment shall be by bank transfer or "confirming". Under any circumstance SAINSEL shall accept an invoice date prior to the delivery date. No financial charges shall be admitted.
  10. **Returns**

SAINSEL reserves the right to demand total or partial replacement or money-back for any goods that not comply with the clauses and specifications of the order, regardless of the warranty covering the delivered goods. In case of rejections, the returned goods shall decrease the invoice in proportion. The costs caused by these returns shall be covered by the Supplier and any damage or harm that may be caused to SAINSEL or to any third party.
  11. **Cancellation and enforcement**

In case of Supplier total or partial default, SAINSEL will be entitled to demand the total perform by the Supplier of its obligations and the Supplier shall have to indemnify for all damages that might have caused SAINSEL as a consequence of that non-compliance or to terminate the Contract. In the event SAINSEL terminate the Contract, the Supplier must return the down payment, if any, made by SAINSEL plus three per cent (3%) of the total price of the order. If the damages caused by the Supplier to SAINSEL exceed that quantity, SAINSEL will be entitled to claim the corresponding indemnity. SAINSEL shall carry out the termination of the order by sending writing notification to the Supplier.

In any case, SAINSEL reserves the right to terminate the contract or the order in progress by giving writing notice to the Supplier, who will cease forthwith in activity without falling in further costs. SAINSEL shall indemnify damages caused to the Supplier. Those damages must be proven by the Supplier. Both parties shall enter in negotiations to estimate the costs of such cessation of activity.
  12. **Penalty**

Unless otherwise particular conditions of each order, if the Supplier fails to perform the deliveries within the delivery schedule of the contract, the Supplier shall pay to SAINSEL 0.5% per day of the price of the Item under delay up to a maximum of 10% of the value of the delayed item. After a thirty (30) days period without being the obligation performed by the Supplier, SAINSEL shall terminate the contract according Article 13.
  13. **Jurisdiction**

All dispute arising out or in connection with this order or with application or interpretation of the this General Terms and Conditions, shall be finally settled in accordance with the laws of Spain and shall be governed by the Court of Madrid. This terms and conditions shall be interpreted according to the laws of Spain.
  14. SAINSEL and the Quality Assurance Representative (QAR) for the official organisms, reserves the right to perform origin-quality audits.
  15. If applicable, all the requirements of this contract / order are subject to Official Quality Assurance to satisfy the National Authority of Quality Insurance (ANAC) or an authorized representative who will notify the activities of Official Quality Assurance to carry out.
  16. SAINSEL inform you that the information and data of personal nature provided by this document will be incorporated into an automated file and will be treated, through your unequivocal consent by the acceptance of this document, according to the provisions of the Ley Orgánica 15/1999 December 13, of Protection of Personal Data and its development regulations, with the purpose, case by case basis and when appropriate, of the management of new costumers and other administrative activities derived from your relation with us, as well as the commercial and marketing actions of our services. SAINSEL, having its registered office at Avda. Castilla. 2 (P. E. San Fernando, Edif. Canadá), 28830 San Fernando de Henares - Madrid (Spain), is legally responsible for the file to which the information and data of personal nature and of the treatment of this information. Likewise, we inform you that you will be able to contact with the company by any means that guarantees your identification, in order to exercise your rights of access, rectification, opposition or cancellation of the concerned information or data to the above mentioned address
  17. **Export Restrictions**

Each delivery is understood that no export restrictions. If there is any limitation, Supplier shall be specified on the delivery documentation.
  18. **Industrial Offsets**

The Supply will be subject to the rights to industrial offset in favour of SAINSEL. The Supplier shall provide SAINSEL with the applicable procedures for this purpose
  19. **Health, Safety and Environment**

Supplier shall guarantee the compliance with Health, Safety and Environment Labour Risks Legislation, legally binding and applicable to Supplier, being Navantia able at any time to request or verify the evidence of its compliance.
  20. **Anti-Bribery Clause**

The Supplier declares to know the Spanish and international law applicable to international commercial transactions and the SAINSEL's business code of conduct (published in [www.sainsel.es](http://www.sainsel.es)) and agrees to comply with it and enforces its employees and collaborators to do so. The Supplier declares not to have been convicted by judgment in any cause or research for corruption - in the broadest sense-. If, during the course of the contractual relationship, any procedure or investigation against the Supplier related to corruption is initiated - in the broad sense - it shall be reported to SAINSEL. The Supplier shall be responsible for the breach of the obligations contained in this clause and shall hold harmless and indemnify SAINSEL of all the possible consequences of non-compliance. All this without prejudice to any legal action SAINSEL shall deem necessary to file.
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