



Título: CONDICIONES GENERALES DE COMPRAS Y SUBCONTRATACIÓN

1. OBJECT.

The purpose of this procedure is to define the general conditions for purchases and contracts made by BST RODS, S.A.

2. SCOPE.

This procedure applies to all purchases, contracting and subcontracting issued with BST RODS, S.A.

3. REFERENCES.

Quality management system of BST RODS, S.A. (according to international standard IATF 16949).
Procedures associated with purchasing processes - supplier / subcontractor management.

4. REALIZATION.

PREAMBLE:

These General Conditions will apply to any purchase, contracting or subcontracting made with BST RODS, S.A.

The object(s), service or work to be supplied or carried out under these General Conditions will be referred to below as the Product, Service or Work.

ORDER INFORMATION:

All the information contained in the general documentation of the orders and in the price lists, in electronic format or any other type, is binding. The information and characteristics of the product / service / work will be specified in the purchase order (reference, drawing number, special characteristics, requirements to be met, etc.)

BST RODS, S.A. will establish the delivery terms required in all purchase, contracting and subcontracting orders. By receiving the order, the supplier-contractor and/or subcontractor accepts all its conditions, including the shipment date.

BST RODS, S.A., will in no case accept price increases that have not been previously agreed.

CONFIDENTIALITY:

All the drawings and technical documentation that refer to the product, service or work and its manufacture, presented by one party to the other, before or after the formalization of the contract (purchase order), will remain the property of the party that presents them.

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Drawings, technical documentation or any other technical information received by one party may not, without the consent of the other party, be used for any other purpose than for which they were delivered. Similarly, they may not be used or copied, reproduced, transmitted or communicated to a third party without the consent of the party presenting them.

The supplier/subcontractor must have procedures and control protocols that ensure and guarantee the confidentiality of the information and data related to the contracted product, service or work.

BST RODS, S.A. may require the signing of additional confidentiality contracts when the specific circumstances of the product, the service to the work require it, the supplier / subcontractor being obliged to sign them.

ACCEPTANCE TESTS:

The acceptance tests that are stipulated in the contract will be developed, unless otherwise agreed, at the manufacturing site during normal working hours.

If the contract does not specify the technical requirements, the tests will be carried out in accordance with the general practice of the industrial sector concerned in the country of manufacture.

The supplier must notify BST RODS, S.A. in writing, sufficiently in advance to allow it to be represented, the holding of the acceptance tests. If BST RODS, S.A is not represented, the test report must be sent to it for its acceptance or conformity.

If acceptance tests show that the product does not conform to the contract, the supplier shall promptly correct the failures to ensure that the product meets the contract specifications, including the delivery time.

The supplier has the option to request a derogation from BST Rods, if it is confirmed that the deviation has no functional impact on the product or service. BST Rods reserves the right to accept or reject this request.

LIABILITY FOR DEFECTS. MANAGEMENT AND TREATMENT OF NON-CONFORMITIES:

The supplier must correct, as soon as possible, any defect or non-conformity (referred to below N.C.) resulting from deviations from the specifications contractually required by BST RODS, S.A.

All defects and N.C. committed by the supplier/subcontractor will count for the purposes of the continuous evaluation of suppliers and subcontractors in the commercial relationship that supplier/subcontractor maintains with BST RODS, S.A.

If the supplier fails to fulfill its obligations regarding the quality, quantity or other specifications, BST RODS, S.A. may either require the supplier to rectify it, or carry out the necessary repair work on its own at the supplier's expense and risk, or contract the services of a third party to carry them out, charging the cost to the supplier.

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In the event that the service, installation, work or product delivered presents a defect that does not comply with the agreed and/or required specifications for the nature and uses of the service, work or product, the supplier must correct it within the period reasonably stipulated by BST RODS, S.A.

If the defect has not been properly corrected:

- a) BST RODS, S.A. will be entitled to a reduction in the purchase price, proportional to the reduction in value experienced by the product, or
- b) In the event that the defect is so considerable as to significantly deprive BST RODS, S.A. of the benefit of the contract, BST RODS, S.A. may terminate the contract. BST RODS, S.A. will also be entitled to compensation for damages suffered under the terms detailed in the "contractual breaches" section of this general clause.

RAW MATERIAL OWNED BY BST RODS IN SUBCONTRACTORS:

The supplier/subcontractor must ensure that the product ordered by BST RODS, S.A., as well as the rest of the elements of all kinds owned or delivered by BST RODS, S.A. for the realization of the product, the work or the service commissioned, it is taken care of and kept in optimal conditions while it is in their custody.

En caso de que el material propiedad o entregado por BST RODS se deteriore o pierda, el proveedor, además de informar inmediatamente de tal circunstancia a los Dptos. de Compras y Calidad de BST RODS, deberá asumir el coste del material perdido o achatarrado.

In the event that the material owned or delivered by BST RODS deteriorates or gets lost, the supplier, in addition to immediately informing the Dept. Purchasing and Quality of BST RODS, must assume the cost of lost or scrapped material.

ATTRIBUTION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT:

If a third party filed a claim against BST RODS, S.A. for the deficient state of the product and/or for damages caused by it, BST RODS, S.A. must immediately notify the supplier/subcontractor, who, assuming direct responsibility towards the third party claimant, must repair the damage caused and/or replace the non-compliant product with a compliant one.

BREACHES OF CONTRACT.

a) FORECAST OF NON-COMPLIANCE.

When the supplier becomes aware of the improbability of complying with any of the conditions stipulated in the contract, including the delivery period, he must immediately inform BST RODS, S.A. in writing. and take the necessary measures to minimize the damage that this could cause.

Notwithstanding the foregoing, BST RODS, S.A. reserves the right to withdraw from the contract if it considers that such non-compliance, under the prevailing circumstances, is going to be evident and is burdensome and/or harmful or, in any case, distorts the object of the order. In such case, BST RODS, S.A. must immediately notify the supplier or subcontractor of such decision in writing.

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b) BREACH.

In the event of non-compliance with any specification, condition or contractual obligation, including the delivery period (especially if this could affect the deliveries agreed with the clients of BST RODS, S.A.), the latter may well demand compliance with the contract in the agreed terms, or solve the contract.

In orders for successive and/or continuous deliveries, failure to comply with the delivery term of one of them will be sufficient to authorize BST RODS, S.A. for the withdrawal or termination of the entire contract (order).

Notwithstanding this and in any case, BST RODS, S.A. may demand a penalty for damages that will be studied in each case and collected in a CIPS (Communication of Incident in Product / Service).

The penalty will include all damages caused to BST RODS, S.A. both direct, emerging and loss of profit, and therefore, both those suffered in the field of production (unplanned series changes, performance losses, machine stops, handling, transport, revisions, etc.) and those suffered by repercussions and/or charges from your client (urgent transport, client charges, client revisions or imposed on third-party companies, etc.), including, where appropriate, the client's own loss.

BST RODS, S.A. may compensate and discount the amounts corresponding to these CIPS from the Price to be paid to the supplier.

DISPUTES AND APPLICABLE LAW:

Any dispute arising in relation to the interpretation or execution of this contract will be submitted to the jurisdiction of the Spanish Courts of the domicile of BST RODS, S.A.

The contract will be governed by the substantive law of the country of the buyer or contractor, BST RODS, S.A.

ACCEPTANCE OF THE GENERAL CONDITIONS.

The supplier and/or subcontractor declares to know and accept the general clauses contained in this document.

Signed:

Company:

Date:

5.- ASSOCIATED MATERIAL

- E 149: Request for Deviation.
- I-MNC-001: Treatment of non-compliant parts.
- E 18: Communication of Product / Service Incident (CIPS)

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6.- REVISION HISTORY

Rev. Nº	Fecha	Documento	Conceptos Modificados
0	25-02-2015	P-GCS-001	Initial review
1	18-02-2023	P-GCS-001	Simplification and redefinition of conditions

Preparado:
Teresa Barrena

Aprobado:
Andoni López de
Sabando

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