

VALSTAR SPAIN GENERAL TERMS AND CONDITIONS FOR PROCUREMENT

Article 1. Applicability

1. The provisions of this section of the Valstar Spain S.L. General Terms and Conditions apply to all legal relationships existing between any Spanish branch, subsidiary or group associated with Valstar Spain S.L. (hereafter called 'We') and third parties (hereafter called 'Supplier'), including: offers, quotes, agreements such as for the delivery of items intended for sale (hereafter called: 'Products'), unless expressly agreed otherwise in writing.
2. Insofar as any provision of these General Terms and Conditions is in conflict with a provision of a written agreement, between Us and the Supplier, the infringing provision will not apply except when the provision of the General Terms and Conditions is more beneficial to the acceding party than the provision of the written agreement. In such case, said provision from the General Terms and Conditions will apply. Notwithstanding the aforementioned, the other provisions of these General Terms and Conditions will remain applicable in full.
3. The applicability of the General Terms and Conditions of the Supplier is expressly excluded.

Article 2. Offers, quotes, conclusion of agreements and prices

1. All requests, orders and offers by us, in any form whatsoever, are always free of obligation, unless expressly stated otherwise.
2. An agreement is concluded when confirmed by us within 48 hours after the Supplier has sent its acceptance or, in case an offer is made by the Supplier, by accepting the Supplier's offer.
3. The Supplier is not entitled to raise the agreed price, which will include the costs of packaging, transport, insurance and unloading, unless expressly agreed otherwise in writing.

Article 3. Quality

1. The Supplier guarantees:
 - a. That the Delivery complies with the quality requirements and specifications stated in the agreement and that the Delivery is free of defects.
 - b. That the composition and quality of the Delivery comply in full with all applicable requirements made by law and/or other government regulations, which are in force at the time of conclusion of the agreement.
 - c. That the Delivery complies at least with all provisions set forth in the BFG Statement, which shall be separately filled out and signed by the Supplier. It is understood that the Supplier is familiar with the content of our BFG Statement. If the Supplier is not familiar with this statement, it shall bring this to our attention, and we will submit a copy said BFG Statement to them for review.

Article 4. Delivery and transfer of ownership

1. Delivery will take place within the stated delivery times, unless the parties agree otherwise in writing. The Supplier will in case of late delivery be in default, without requiring further notice.
2. The Supplier will immediately notify Us in writing as soon as it knows or expects that timely delivery of the Products is not possible, stating the circumstances that caused the delay, the measures (to be) taken and the expected duration of the delay. The Supplier will remain obliged to make the delivery. If the Supplier fails to provide adequate notification, a later appeal to late delivery will not be accepted, even in the case of force majeure.
3. The Supplier is liable for all losses incurred by us and our clients as a result of late or non-delivery by the Supplier.
4. Delivery will be made to one of our locations (DDP Incoterms version 2010), unless expressly agreed otherwise in writing.
5. Ownership and risk of the Delivery will first pass at the time of delivery as referred to in this article.

Article 5. Inspection

1. We are entitled to inspect the Products before acceptance. Inspection and acceptance of the Products will take place at one of our locations, or at another location designated by us in case that deviates from that established in Article 4.4.
2. Inspection, control and/or testing by us and/or a third party designated by us can take place before, during and after delivery. The Supplier will provide its cooperation, granting access to the storage site of the Products and by giving access to documents required for the inspection.
3. If an inspection conducted before, during or after delivery finds that products do not comply with the agreement, we will inform the Supplier and products will be rejected. The Supplier will in that case take all necessary measures to fulfil the agreement.
4. We will inform the Supplier as soon as possible if the delivered Products are rejected after delivery. The Supplier is liable for all costs incurred by us as a result of the rejection of the delivered Products, such as the costs of inspection, and transport and disposal for example.
5. We can in case of rejection of the delivered Products choose between:
 - a. A price reduction, subject to agreement between the parties.
 - b. Returning the delivered Products at the expense of the Supplier and fulfilment, whether or not in combination with compensation.
 - c. Full or partial rescission of the agreement in accordance with Article 18, whether or not in combination with compensation.

Article 6. Payment

1. Payment will be made within 30 days of receipt of the invoice and after the Products have been received in full and approved.
2. We are at all times entitled to set off any claims by Us and/or companies directly or indirectly affiliated to us on the Supplier against outstanding invoices from the Supplier to us and/or companies directly or indirectly affiliated to us.
3. Payment by Us does not entail acknowledgement that the Supplier has (adequately and/or fully) fulfilled all its obligations to us.

Article 7. Liability

1. The Supplier is liable for and indemnifies us against all losses, of any nature whatsoever, that we and/or third parties may incur as a result of the delivery by the Supplier.
2. The Supplier indemnifies us against third-party claims for compensation as referred to in the previous paragraph.
3. The Supplier will take out adequate insurance against liability referred to in this article, with the exclusion of recourse against us or our clients. The Supplier will allow us to inspect the policy sheet at our request.

Article 8. Suspension and rescission

1. The Supplier will be in default, without requiring any notice, if it fails to adequately fulfil any obligation under the agreement or other agreements derived from the same and/or in case the Supplier is subject to attachment, suspension of business, withdrawal of the environmental permit, liquidation or any other comparable circumstance regarding the business of the Supplier.
2. In case of the circumstances referred to above, we are entitled to rescind the agreement in full or part and/or to suspend our payment obligations and/or assign performance of the agreement in full or part to third parties, without being obliged to pay any compensation and without prejudice to all our other rights, including the right to full compensation and refund of the purchase price.

Article 9. Transfer

1. The Supplier will not assign the obligations under the agreement in full or part to a third party without our prior written permission.

Article 10. Intellectual property

1. We reserve all intellectual property rights to items that we use or that may rest upon items that we deliver to a Supplier.
2. We have and retain ownership of all intellectual property rights directly and indirectly related with all graphic designs, tools, packaging, etc., produced on our instruction and these may not be used by third parties without our written permission.
3. The Supplier guarantees that the Delivery or use of Products or the tools purchased or produced by the Supplier on our behalf does not infringe upon any patent rights, brand rights, model rights, copyrights or other intellectual property rights held by third parties.
4. The Supplier indemnifies us against all claims ensuring from any infringement of the rights referred to in the previous paragraph and will compensate us for any losses resulting from any infringement.

Article 11. Delivery in Pooling Fust/other packaging

1. We make use of various Pooling Partners. If the parties agree that delivery will take place via a Pooling system, the provisions of paragraphs 2 up to and including 6 of this article will apply. The Supplier acknowledges that the General Terms and Conditions of the relevant Pooling Partner may apply to the use of the provided Pooling Fust and will observe these conditions.
2. We grant no guarantee with respect to delivery of the ordered Pooling Fust.
3. The Pooling Fust will remain the inalienable property of the relevant Pooling Partner. The Supplier may not give third parties the use of an empty Pooling Fust provided by us, unless a contract for (re)use has been concluded with the Pooling Partner. The Supplier will exclusively use the Pooling Fust for the performance of the agreement.
4. A deposit will be charged for the Pooling Fust provided by us to the Supplier. We will bindingly determine and separately communicate the amount of the deposit. The deposit is claimable and payable on acceptance of the Pooling Fust. The deposit will be refunded to the Supplier on return of the Pooling Fust in good condition, as described in the paragraph below.
5. The Supplier will properly maintain and transport the Pooling Fust. The Supplier will return the Pooling Fust in an empty, clean and undamaged condition (damage includes staples or irremovable stickers), sorted according to type and placed on permitted pallets, to the depot of the Pooling Partner. A foldable Pooling Fust will be returned in a folded condition.
6. We are in case of non-compliance entitled to deduct the costs of emptying, discharging, repairing, removing stickers and staples and suchlike from the deposit.
7. All other packing materials are subject to the Fust Protocol as applied by us.

Article 12. Confidentiality

1. The Supplier will respect the confidentiality of all company information that it acquires within the context of the agreement from us or any other source, such as information about products and know-how in the broadest sense of the word, except in case of a statutory or professional duty of disclosure or if We have waived the duty of confidentiality in writing.
2. The Supplier will impose the obligations stated in this article on its personnel and/or on third parties engaged by the Supplier in the performance of the agreement.

Article 13. Final provisions

1. Changes to the agreement and deviations from these General Terms and Conditions will apply only if agreed in writing (including email).
2. The invalidity or annulment of any provision of these General Terms and Conditions in no way affects the validity of the remaining provisions of these conditions.
3. We reserve the right to adopt new General Terms and Conditions. Said new General Terms and Conditions will come into force when the Supplier has had reasonable opportunity to take note thereof.
4. Obligations of the Supplier that by their very nature are intended to continue after termination of the agreement will subsequently remain in force. Termination of the agreement expressly does not dismiss the Supplier from the provisions regarding, inter alia: intellectual property rights, confidentiality, applicable law and competent court.
5. In case of any deviation between the various translations of this agreement and the original Spanish text, the latter will prevail.

Article 14. Applicable law and disputes

1. All agreements concluded in the national territory and issuing agreements between us and the Supplier shall be governed exclusively by Spanish law. When concluding international agreements between us and the Supplier, the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) will apply in all cases that apply within the framework of said Convention. When not applicable, Spanish law will apply.
2. Any disputes arising from this agreement and issuing agreements between the parties will exclusively be submitted to our company's competent Courts and Legal system.