

The present General Terms of Purchase (GTP) will apply to all the purchases and services agreed between the purchaser and which the supplier is obliged to apply from the time when it accepts the order. Acceptance of the order entails the perfect knowledge and full unreserved acceptance of these GTP. Any exception to these General Terms by the supplier will only be valid if it has been drawn up in writing prior to acceptance of the order and it has been specifically approved by the procurement department of GALOPIN PLAYGROUNDS S.L.

1.-ORDERS: Orders will only be valid when they are in writing on computer printouts. The supplier also undertakes to accept and confirm in writing all the buyer's orders. The assignment or total or partial outsourcing of the order by the supplier will require, for its validity, the prior authorisation in writing of the purchaser.

2.-DELIVERY OF THE GOODS: Any posting and packaging costs to the place of delivery will be the liability of the supplier unless the order states otherwise. Each delivery of material is required to be accompanied by the corresponding delivery slip, indicating the content, the price, the order number and the number of packages. The supplier will be liable for any risks inherent in the operation until delivery at its destination.

3.-DELIVERY AND ACCEPTANCE: The delivery of the goods, products or performance of the services must be carried out on the date, at the place and under the terms agreed with the purchaser. The supplier is obliged to meet the final delivery date and the partial delivery dates stated in the order. Solely the quantity of material controlled upon delivery will be regarded as valid. In the event of any surplus material upon delivery any expenses defrayed on the return will be borne by the supplier. Delivery to the staff responsible for the goods does not entail acceptance thereof which will always be received but "subject to subsequent verification". The buyer's personnel will proceed to review the product or service at the moment of its reception, at which time a defect may be detected. In such cases, the claim will be communicated to the supplier, and the corresponding expenses will be paid by the supplier. Thus, the buyer will value the development of its suppliers based on the service provided in accordance with the quality standards of the Company and the non-conformities opened in each year, which may be discontinued in the event that the requirements issued by the buyer are not complied with repeatedly.

The packaging of the products will be that which is appropriate for their transport, upkeep and storage. Any damages arising owing to packaging defects will be the responsibility of the supplier.

4.- DELIVERY DEADLINES OWING TO A PENALTY BECAUSE OF A BREACH. The delivery dates contained in the order are assumed to be mandatory and constitute an essential condition of the operation. They will start from the order date. Delivery is taken to mean the time when the supplier physically delivers the materials to the purchaser at the place stated on the order or placing at its disposal the installation which is the object thereof received and up and running accompanied by the user manual and all the documentation required for a proper use or usage of the goods or services acquired.

Owing to its essential character, the supplier is obliged to strictly meet the delivery dates stipulated in the order. Any breach of said dates enables the purchaser, at any time and at its own discretion:

- a)-To rescind the contract, cancel the order and reject the materials or services which are the object hereof.
- b)- To contract, at the responsibility of the supplier, a third party to render the service and/or supply the goods which are the object of the contract.

Regardless of the above, the purchaser reserves the possibility of exercising the opportune legal actions conducive to repairing the damages and losses that any breach by the supplier could entail.

Any breach of the delivery dates by the supplier will also automatically oblige the latter to pay a penalty of 1% of the value of the order for each week or fraction of delay up to a maximum of 10 %.

5.-PRICES: The offers submitted at the request of the purchasing department of GALOPIN PLAYGROUNDS S.L. must have a minimum validity period of 90 calendar days. The prices agreed for the products, services and works which are the object of the order will be regarded as fixed and not liable to modifications by the supplier. The unit prices set in the order must not include the VAT in force.

6.-TERMS OF PAYMENT: The invoices will be sent no later than one week after delivery of the material, the installation or service. Invoices may only be issued for those items received in line with the deadline delivery conditions. Said invoices must refer to the order Lumber and the supplier delivery slip number.

The 60 days invoice date on the 10th and the 25th or the following working day. Any negotiation in the form of payment other than that mentioned in the previous paragraph will be reflected in the order.

7.- WARRANTY AND LIABILITY: The supplier ensures the products, services and/or works against any defect and for the period established in accordance with the prevailing legislation as from its commissioning.

During said warranty period the supplier undertakes to replace, repair the defective products and carry out the additional works and/or services to obtain the result in line with that agreed upon including the materials necessary at no extra cost.

The Supplier must ensure that it has ownership of the goods and services that it undertakes to supply, that it has them at its disposal and that they are free of any charges and encumbrances, there being nothing preventing the transfer to the Purchaser of the free, calm use and commercialisation by the latter.

The supplier also ensures the quality of said goods and services and compliance with the technical and other terms contained in the

order with regard to its operation and services, as well as the absence of any kind of materials used and in their design, manufacture and development.

Unless legally stated otherwise, the warranty will last for 2 years as from the receipt of the order or the commissioning of the installation involved. During this period the Supplier, at the request of the Buyer, is obliged to replace and/or repair at its responsibility any defective materials or installations at the place where they are located. Having carried out the repairs and/or replacements to the specifications of the Buyer, a new warranty period will be opened for the same duration as the initial one with regard to the goods replaced and/or repaired.

Any repairs and/or replacements must be carried out within the timeframe and indicated by the purchaser in such by way as it is least hampered. Otherwise the buyer may carry out the works required by itself or by third parties

8.- GOODS OWNED BY THE PURCHASER

The models, moulds, tools, samples manufacturing devices, means and instruments for measuring and testing, drawings, plans, designs, manufacturing standards sheets, forms and other similar elements as well as any materials, products or services owned by the Buyer which have been made available by the latter to the Supplier for compliance with the order, must be understood as a deposit and will continue to be wholly owned by the Buyer. Under no circumstances may goods be reproduced or granted to third parties without the prior acceptance in writing of the Purchaser and their use will remain reserved for the Supplier for the exclusive purposes of the performance of the order and they may not be known nor used by people not authorised by the buyer.

The Supplier must safeguard all the prior information and goods with the necessary due care and precaution, indicating that it is owned by the Buyer and must be returned to the latter immediately upon compliance with that supplied according to the order object.

9.-DATA NON-DISCLOSURE AND PROTECTION

In compliance with the provisions of the Data Protection Legislation in force, any personal data provided by the Vendor will form part of the Buyer supplier file whose purposes are the maintenance of the contractual relationship, control and management of purchases and their corresponding payments. The Buyer will treat said data with total confidentiality and it undertakes not to use it for any purpose other than that obtained as well as storing it taking the due measures which ensure their security and avoid their alteration, loss, processing or unauthorised access.

The Buyer undertakes to maintain professional confidentiality with regard to said personal data, including since the contractual relationship has been completed.

The Supplier has the possibility of exercising the Rights of access, rectification, cancellation and objection, addressing a communication in writing to GALOPIN PLAYGROUNDS S.L., Polígono do Acevedo, Parcela A, 15174 Cerceda (A Coruña)

10.-JURISDICTION: As regards any actions deriving from this contract related with their compliance, breach, interpretation or termination, the parties are subject to the Courts of A Coruña.