

## General Conditions of Purchase

**Between**

**FRAPE BEHR S.A.**  
**Ctra. Nac. 240 Km 38,100**  
**E-43400 Montblanc (Tarragona)**  
**Spain**

(“BEHR”)

**and**

(Company)  
(Address)

(“the Supplier”)

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## **ARTICLE 0 – INTRODUCTORY STATEMENT AND DEFINITIONS**

In this document:

“Open Order” or “Order” means any purchase order made by BEHR to the Supplier, as well as any other associated purchase documents issued to the Supplier.

“Delivery Request” means the request for products made by BEHR to the Supplier in the framework of an Open Order.

“Buyer” means the company shown as Buyer in the Open Order.

“Supplier” means the company supplying products or services in the framework of an Open Order.

“Products” mean all products and/or services provided by the Supplier that are the object of the contract, as well as any raw materials, components, tooling, equipment and supplies to be delivered by the Supplier.

“Master Agreement” or “Project” means the agreement between BEHR and its customer.

## **ARTICLE 1 – BASIC CONDITIONS**

The relationship between BEHR and its Supplier will be governed by these general conditions of purchase, unless otherwise agreed in writing by BEHR.

These general terms and conditions of purchase will be incorporated into any Open Order, Delivery Request or purchase agreement, in general, subscribed by BEHR. However, the particular conditions agreed between BEHR and its Supplier will prevail over the following general terms and conditions whenever there is a contradiction between them.

These general conditions of purchase will prevail over all of the Supplier's general conditions of sale and over any other conditions incorporated into a document issued by the Supplier, unless otherwise agreed in writing by BEHR.

Acceptance of an Open Order, Delivery Request or a purchase agreement implies that the Supplier accepts these general terms and conditions without any reservation. With the acceptance of the Open Order, Delivery Request or purchase agreement, the Supplier declares that it received a copy of the following general terms and conditions of purchase in advance, has read them and understands all of their provisions, and signs it expressly accepting that they are incorporated into the contract.

The supplier acknowledges that an Open Order, Delivery Request or any other purchase agreement is stipulated by the Buyer in the context of an agreement to be performed under the care of the Buyer for a final customer (the "Customer"), and that the Products supplied by the Supplier are required for the correct and full performance of this agreement.

The "BEHR Supplier Management Agreement" applies (found at [www.behrgroup.com](http://www.behrgroup.com), chapter suppliers, chapter download center). By signing the General Conditions of Purchase, the Supplier declares that it has received a copy of the Supplier Management Agreement, has read it and understands all of its provisions, and signs it expressly accepting that it is incorporated into the contract.

## **ARTICLE 2 - OFFERS**

Within the scope of an ongoing agreement between BEHR and a Customer, based on the information provided by BEHR, the Supplier will make an offer to supply Products to BEHR.

Offers can be made either by fax, email, letter, using a web site and all other accepted systems by BEHR.

Offers must detail the characteristics of the Product, its price, and the supply term.

BEHR will have the possibility to accept or reject an offer. Behr's acceptance of the offer will be proved by the signature of a framework agreement. A framework agreement must be countersigned by the Supplier and returned to BEHR by fax, email or letter within 15 days of receiving it. A framework agreement will be binding on the parties as soon as BEHR receives the countersigned copy.

### **ARTICLE 3 – OPEN ORDERS**

An Open Order will include the item's reference details, its price, and the term for which the parties are bound by this document. An Open Order obliges the Supplier to supply the quantities ordered on time within the scope of Delivery Requests.

An Open Order must be countersigned by the Supplier and returned to BEHR by fax, email or letter within 15 days of receiving it. An Open Order will be binding on the parties as soon as BEHR receives the countersigned copy.

### **ARTICLE 4 – DELIVERY REQUESTS**

BEHR will make Delivery Requests within the framework of an Open Order. These requests will be made by EDI or WebEDI or, alternatively, through purchase orders sent by fax or by email.

BEHR will regularly inform the Supplier about estimated amounts of Products that will be the subject of Delivery Requests. These estimates will be specified for information purposes only. BEHR may change the quantities ordered from day to day, in accordance with its requirements.

The Supplier will have three business days, from receiving the Delivery Request, to acknowledge receipt. If the Supplier does not expressly acknowledge receipt, the Delivery Request will be considered to have been received by the Supplier at the expiration of the three-day term.

### **ARTICLE 5 – SAMPLES**

BEHR may ask the Supplier to provide samples of the products at any time, particularly before starting mass production and when the product has been modified. The Supplier must provide the samples free of charge. The Supplier must also provide BEHR with a written report, presenting initial samples, based on a form drawn up by BEHR. This report must comply with the standards in force in the automobile industry.

The Supplier will provide BEHR with all information related to raw materials used to manufacture the Products in the International Material Data System (“IMDS”).

### **ARTICLE 6 – MODIFYING THE CREATION OR MANUFACTURING PROCESS**

BEHR may ask the Supplier to modify the creation or manufacture of the Product by fax, email or letter. The Supplier must inform BEHR of the consequences of any modifications, in terms of cost and delivery terms, within eight days from receiving the request.

The Supplier may not change the Product without BEHR’s previous written consent. If BEHR agrees to modifying the Product, the price would remain the same, unless otherwise agreed in writing by BEHR. Where applicable, BEHR will send a new Open Order to the Supplier, which the Supplier must countersign and return to BEHR within 15 days.

**ARTICLE 7 – PRICE AND MODIFICATION OF THE PRICE**

The prices applicable will be those agreed in the Open Order, Delivery Request, or purchase agreement, or any supplemental agreement to these documents. The prices will automatically continue to apply for the same term as the initial Open Order, unless the Supplier informs BEHR's purchasing manager that it wishes to modify the price, three months before the expiration date. If the parties fail to agree on the anniversary date of the Open Order, the initial price will remain applicable. If a revised price is negotiated between the parties at a later date, the Supplier must draw up a credit note to take into account the new price, which will be retroactive to the anniversary date of the Open Order.

Any difference in the amount of the invoice as compared to the Open Order, Delivery Request or purchase agreement will be the subject of a debit note.

The Supplier will work to introduce productivity improvements. The rate of these improvements to be applied on prices will be decided annually by the mutual agreement of BEHR and the Supplier.

The Supplier will promote the Products by presenting suggested technical ratios. These measures will guarantee the technical development of the Products and their overall competitive strength on the market.

**ARTICLE 8 – DISPATCH**

The terms and conditions for dispatching and unloading the Products are set out in the "Logistics Specifications" document; the Supplier confirms that has been provided with a copy of the "Logistics Specifications" (which is also available at [www.behrgroup.com](http://www.behrgroup.com), chapter suppliers, chapter download), has read it, understands all of its provisions and is familiar with the terms of these specifications. By signing the General Conditions of Purchase, the Supplier expressly accepts that the "Logistics Specifications" document is incorporated into the contract.

The Products will be transported at the Supplier's risk, unless otherwise agreed by the parties in writing.

A single copy of the Delivery Request must be attached to the delivery.

## **ARTICLE 9 – DELIVERY**

### *(1) Terms of delivery*

The terms of delivery, the transportation, and the transfer of the risk of loss and/or damage of the Products and the documents will be governed by the Incoterm 2010 DAP, unless otherwise agreed by the parties in writing.

### *(2) Place of delivery*

The place of delivery will be BEHR's premises in Montblanc, unless otherwise stated in the Delivery Request.

### *(3) Time of delivery*

Delivery time is to be agreed by the parties. If there is no agreement between the parties on delivery time, the delivery is to be made at the time specified in the Delivery Request.

### *(4) Late delivery*

Delivery dates and periods are binding on the Supplier, unless otherwise agreed in writing. Any delivery made after the date and time specified will be rendered a breach of contract and will automatically imply the Supplier's liability.

In the case of late delivery, BEHR may, at its sole discretion and without prejudice to any other remedy, terminate the agreement or ask for a price reduction, amounting to 1% of the value of the Products excluding tax, for each day of delay. Delay automatically starts the day

after the delivery date agreed by the parties or specified in the order, without the need to provide any prior formal notice.

Additionally, and notwithstanding the previous provision, BEHR would be in any case entitled to compensation for damages arising from the Supplier's failure to perform its obligations, including, but not limited to, additional transport costs and costs relating to the sorting, returning and dismantling of Products, returning the Products to their original condition, and costs for any stoppage in the production chain, resulting for both BEHR and its Customers.

BEHR will be allowed to obtain replacement supplies from third parties at the expense of the Supplier that has failed to deliver the supplies on time.

Notwithstanding any previous provision, the Supplier must notify the Buyer in writing of a delay or any other circumstance of which it is aware and which is relevant to fulfilling its obligations, indicating: a) the expected delay; b) the reason/s for the delay; and c) the actions that have been taken to remedy the delay.

*(5) Delivery before the scheduled date; unrequested delivery*

The Buyer will be entitled not to accept any deliveries and/or services performed without a Delivery Request or before the scheduled date. BEHR reserves the possibility to refuse the Products, to store the Products at the Supplier's expense and risk, to return them to the Supplier at the Supplier's expense, or to accept the Products as advance stock. The Supplier will be responsible for any additional costs.

In the event of a delivery before the scheduled date, the goods will be deemed to have been delivered in accordance with the next Delivery Request.

### **ARTICLE 10 - BILLING**

For each delivery of Products **intended for mass production**, one copy of an invoice must be sent to BEHR's postal address. This invoice will not be attached to the Delivery Request. Regarding other Products, the invoice will be sent in duplicate.

It is mandatory to specify BEHR's **order number** and the purchase reference of the component/service (when available) in the invoice.

If information required by law, or the above-mentioned information, is not in the invoice, BEHR will return the invoice to the Supplier.

### **ARTICLE 11 - PAYMENT**

Unless otherwise agreed by the parties in writing, BEHR will make all payments within 60 days from the date the Products are received or the services rendered, with a fixed payment date.

If an invoice is rejected due to the absence or inaccuracy of mandatory information (required by law or pursuant to these general conditions of purchase), the term for paying the invoices starts on the date the complete and correct documentation is received.

If deliveries are received before the scheduled date, the term for paying the invoice starts on either the agreed delivery date or the date of receipt of the invoice, whichever occurs last.

Late-payment interest will be the Spanish legal interest rate published in the Boletín Oficial del Estado (BOE).

**ARTICLE 12 – PRODUCTS RECEIVED AND ACCEPTED**

Receipt of the Products at the place of delivery does not imply that BEHR has accepted the products until it is in a position to check the conformity of the Products.

Products may be provisionally received by BEHR. The parties agree that any provisional receipt of the Products will have no legal validity. Only the definitive receipt of the Products in BEHR's premises will have any legal consequence.

Any test on or inspection of the Products, as well as the consent to the relevant shipping, where given by the Buyer's inspectors and testers, and the positive results of tests or inspections, or the waiver of these, or the issue of any certificates by the Purchaser, will not be considered exemptions, or acceptance, and will not release the Supplier from the liabilities deriving from the guarantee provided according to these terms and conditions.

Unless otherwise agreed by the parties in writing, the products will be considered accepted by the Buyer only when they have passed all performance tests (however named) at the Buyer's premises.

The Buyer's acceptance of the Products does not release the Supplier from its obligation to supply products that conform to the specifications agreed. Thus, acceptance of the products will not limit the Buyer's right to any compensation or legal remedy if it is later discovered that the Product did not conform to the specifications agreed.

**ARTICLE 13 - INFORMATION**

The Supplier will ask BEHR for any transfer of manufacturing, the use of any new equipment, new procedures or new material. BEHR's written confirmation is required for this.

The Supplier will inform BEHR of any possibility of improving the quality or reducing the price of the products to be supplied.

## **ARTICLE 14 – SUPPLIER’S WARRANTIES**

### *(1) Scope of the warranties*

The conformity of the Products delivered by the Supplier with the specifications agreed between parties and with the law is an essential obligation of the Supplier. The Supplier must warrant that the products delivered comply with the specifications set out in the Open Order, the Delivery Request or any other purchase agreement between the parties and that they are in good operating condition, free from any inherent structural defects or manufacturing defects and are fit for the intended use.

The “BEHR Warranty Agreement” applies (found at [www.behrgroup.com](http://www.behrgroup.com), chapter suppliers, chapter download center). By signing the General Conditions of Purchase, the supplier declares that it has received a copy of the BEHR Warranty Agreement, has read it and understands all of its provisions, and signs it expressly accepting that they are incorporated into the contract.

The Supplier warrants that each Product delivered will be of impeccable quality and the presentation of the Products will be true to the original design; it will be adapted to the purpose for which it is sold, have no defect and fully comply with Spanish and EC regulations and standards in force. Each Product must offer the security that may be legitimately expected.

If a Product has poor quality, is non-compliant, from a safety standpoint, or fails to comply with the specifications that may have been agreed by the parties or with the regulations and standards in force, the Supplier must take back the Products at its own cost, even after they have been accepted.

The Supplier agrees to compensate BEHR for any direct or indirect damages that BEHR may suffer as a result of the Supplier’s failure to fulfill its obligations, particularly in the event of the Products’ non-conformity, and to hold BEHR harmless from any third party claim, including those arising from BEHR’s Clients. Damages include (but are not limited to) loss of profit, loss of revenue, loss of margin, harm to BEHR’s brand image and/or the reputation,

stoppages in the production chain of BEHR or its Customer, logistics costs, costs for sorting, returning, recalling, repairing or dismantling the Products.

The Supplier must control the quality of the Products delivered and organize its quality control system, so that this system is always in line with the most recent technical standards applicable in the automobile industry.

The Supplier and its sub-contractors must keep the documents relating to tests and trials for a period of 15 years and present these documents to BEHR at its request.

The Supplier authorizes BEHR, or any person authorized by BEHR, to carry out any inspection at the Supplier's premises and to consult any document related to production. The Supplier agrees to act as guarantor with respect to the possibility of carrying out any inspection in the premises of its own suppliers.

Any objections that the Supplier may have relating to the specifications provided by BEHR must be brought to BEHR's attention before mass production starts, and, if this is not the case, objections cannot be raised at a later date for any reason.

Regarding raw materials, which, pursuant to the law, requirements and other regulations, or due to their composition or impact on the environment, require special treatment in terms of packaging, transport, storage and waste disposal, the Supplier must provide a safety record with its offer, completed with a view to the possibility of the materials being sold abroad, as well as the corresponding accident (transport) report.

If there is a change in the materials used, or in the law, the Supplier must provide the related records and reports.

The Supplier agrees to act as guarantor of its suppliers' compliance with all of these warranties.

The previous contractual warranties do not supersede any other legal or contractual right or remedy available to BEHR.

*(2) Warranty period*

Regarding Products incorporated into personal vehicles or transport vehicles weighing up to 6 tons, the Supplier warrants the Product's conformity for 36 months from the date each vehicle is first authorized to be put into circulation.

Regarding Products incorporated into personal vehicles or transport vehicles sold in North America (USA, Canada, Puerto Rico), the warranty period is 60 months from the date each vehicle is first authorized to be put into circulation.

Regarding Products incorporated into trucks, the warranty period is 60 months from the date each vehicle is first authorized to be put into circulation.

**ARTICLE 15 – IMPLEMENTING THE SUPPLIER'S WARRANTIES**

BEHR will send a written claim to the Supplier, which must not use any forfeiture of rights or time bar against BEHR with respect to the quality, quantity or compliance of the goods supplied as compared to the Open Order, the Delivery Request or any other purchase agreement between the parties.

The Supplier will not use against BEHR the fact that BEHR has paid the purchase price, or transformed or integrated the products provided before making its claim.

If the Products are rejected, BEHR, without prejudice to any other damages, compensation or remedies, reserves the right to:

- perform or cause the performance of corrective measures and the return of the Products, and charge the costs of these measures to the Supplier in the event that the Supplier is formally notified that such action must be taken but is unable to perform such action within the required time limits in accordance with BEHR's requirements;

- cancel the remainder of the Open Order, Delivery Request or purchase agreement that has been partially rejected;
- call for the replacement of rejected Products.

## **ARTICLE 16 – ACTION IN THE EVENT OF A PROBLEM WITH PRODUCTION**

### *(1) Declaring non-compliance*

BEHR must inform the Supplier, even verbally, of any non-compliance situation, particularly when:

1. A vehicle is recalled by a manufacturer,
2. The quality or quantity of the Products does not comply with the objectives established by BEHR,
3. An incident occurs that affects BEHR or its Customer,
4. There is a supply outage.

Without prejudice to any other damages, compensation or remedies according to the previous provisions, a notification of non-compliance will result in the Supplier being obliged to implement an action plan to resolve the incidents as quickly as possible, through a specific procedure decided jointly with BEHR's quality control department.

In all cases, the Supplier must implement all ways to avoid a stoppage of BEHR's or its Customer's manufacturing chain. The Supplier agrees to inform BEHR of the non-compliance situation, in writing, on the day it occurs, as well as the measures taken to resolve the non-compliance.

### *(2) Regularizing the non-compliance situation*

There will cease to be a non-compliance situation as soon as the objectives set for the Supplier have been reached and validated during a trial period.

## **ARTICLE 17 – LIABILITY DUE TO DEFECTIVE PRODUCTS**

### *(1) Use of the products*

The products delivered to BEHR are intended to be used to manufacture vehicles, unless otherwise stated. These Products are sold throughout the world.

### *(2) Controls*

The Supplier must provide all controls for the Products it manufactures and/or delivers and will be liable for any damage arising from a defect in any Products delivered. BEHR's receipt of the products does not release the Supplier from its liability with respect to defective or non-conforming products.

### *(3) Scope of the Supplier's liability*

As a manufacturer, the Supplier will be solely liable for any direct or indirect damage, that may be caused by its Products, regardless of the nature and cause of such harm (material, physical or pecuniary, including pain and suffering).

Accordingly, the Supplier will be obliged to compensate and hold BEHR harmless for the direct or indirect consequences of any claims and legal actions, of any nature, whether pursuant to civil, administrative, labor or criminal law, which may be brought against it or filed by a third party relating to the quality, safety or non-conformity of its products.

### *(4) Components*

If BEHR's capacity as manufacturer of a component is questioned, or if BEHR is jointly and severally liable in its capacity as supplier of a component, the Supplier must compensate and hold BEHR harmless for any damage suffered as a consequence of this, particularly procedural costs and costs related to recalling vehicles, insofar as the Supplier had already

delivered part of the defective product, even if it is acknowledged that the Supplier is not responsible.

*(5) Insurance*

The Supplier agrees to buy civil liability insurance to cover cases where its liability may be implicated due to defective products, including payment of the costs for recalling vehicles.

At BEHR's request, the Supplier must immediately provide proof that it has contracted insurance coverage.

**ARTICLE 18 – TERMINATION**

*(1) Termination by the Supplier*

The Supplier may terminate an Open Order subject to a six-month notice period, by fax, e-mail or letter. BEHR will determine the quantities that must be delivered during the notice period, within 30 days after the date of receipt of the notice of termination.

The Supplier will bear all costs relating to the termination.

In any case, the Supplier will be obliged, even after the termination of an Open Order, to deliver products that are no longer the subject of mass production, for a period of 20 years from the date it terminates the order. The price of these products will be calculated based on the last Open Order or by mutual agreement between the parties.

*(2) Termination by BEHR*

BEHR may terminate an Open Order immediately if its Customer terminates its agreement with BEHR or amends such agreement so that the product is no longer suitable for its original use.

In this case, BEHR agrees to take responsibility for the Supplier's stock for one month of deliveries, as well as the costs relating to the purchase of materials corresponding to one month of manufacturing.

Also, if the Supplier fails to perform any of its obligations, BEHR may terminate an Open Order. In this case, the Supplier would be liable for any damage that BEHR suffers.

BEHR may terminate an Open Order subject to a three-month notice period. In this case, the Supplier would not be entitled to any compensation or payment.

In all cases of termination, to facilitate the transfer of manufacturing, the Supplier must make the manufacturing process, tools and accessories available to BEHR, and authorize BEHR to visit its production site in the new Supplier's company.

If deliveries are divided, BEHR is only obliged to accept the firm and final quantities established pursuant to this arrangement.

In any case, the Supplier will be obliged, even after the termination by BEHR, to deliver products that are no longer the subject of mass production, for a period of 20 years from the date it terminates the order. The price of these products will be calculated based on the last Open Order or by mutual agreement between the parties.

## **ARTICLE 19 – PRODUCTION MEANS**

### *(1) Means provided by BEHR*

BEHR may provide the Supplier with materials, tools, molds, utilities, models, designs, documents, plans, parts and samples intended to be used by the Supplier within the scope of the manufacturing performed for BEHR.

All of BEHR's production means will remain BEHR's property and must bear the words "BEHR." They may only be used by the Supplier within the scope of the use agreed with BEHR.

The Supplier will provide BEHR regularly and, in any case, at BEHR's request, with a list of the production means in its possession, owned exclusively or jointly with BEHR

BEHR's production means -owned exclusively by BEHR or jointly with the Supplier- must not be transferred, loaned, leased, destroyed or disposed of in any way without BEHR's prior written consent.

The "BEHR Tooling Contract for ownership protection" applies (found at [www.behrgroup.com](http://www.behrgroup.com), chapter suppliers, chapter download center). By signing the General Conditions of Purchase, the Supplier declares that it has received a copy of the BEHR Tooling Contract for ownership protection, has read it and understands all of its provisions, and signs it expressly accepting that they are incorporated into the contract.

*(2) Return of the production means*

At BEHR's request, the Supplier must immediately return the production means made available to it by BEHR, free of charge, at the latest within one day from the request being made.

The Supplier will assert any right of retention to the production means provided by BEHR.

The Supplier must, at its own cost, buy insurance that fully covers the materials and parts made available to it against all risks, particularly fire and theft. The Supplier must provide BEHR with proof of such insurance at BEHR's first request.

## **ARTICLE 20 – JOINT OWNERSHIP OF PRODUCTS MANUFACTURED USING BEHR MATERIALS**

BEHR will become the joint owner of Products manufactured using BEHR materials in proportion to the value of the materials made available as compared to the total value of the Product.

The Products will remain in the Supplier's possession until the delivery time agreed, and must be stored specifically for the attention of BEHR.

In the event of the joint ownership of Products, the Supplier must return BEHR's products to BEHR in return for the repayment of its share of them, pursuant to the joint ownership.

If there is any dispute regarding the value of the products that are jointly owned, BEHR may eliminate the Supplier's right of retention by paying a guarantee for the amount challenged.

## **ARTICLE 21 – COMPLIANCE WITH REGULATIONS**

The Supplier represents, guarantees and certifies that it will observe and comply with all laws and regulations in force during the performance of the agreements between the parties, including provisions of the European Union (such as directives, regulations and orders), as well as with all national and local laws issued in the country where the intermediate or final delivery is to be made, or where the Products are to be used or the services are to be provided, to the extent that they are applicable to the Products and services ordered by the Buyer. The Supplier will comply with the above provisions at its own cost and under its direct responsibility.

The Supplier agrees to fully comply with all provisions of the applicable laws and regulations in force, particularly those that relate to the quality, composition, presentation, and labeling of goods, labor and employment law, the provisions of the United Nations International

Convention on Children's Rights dated November 20, 1989, prohibiting children under the age of 15 from working, and environmental law.

### **ARTICLE 22 – INDUSTRIAL AND INTELLECTUAL PROPERTY**

The Supplier guarantees that the Products supplied, the services performed, and the confidential information, however disclosed to the Buyer during the performance of the contract, do not breach any intellectual property rights, patents, licenses, trademarks, design registrations or any other third party rights. The Supplier agrees to indemnify and hold the Buyer harmless from the consequences of any claims by third parties in that regard.

The Supplier will immediately substitute itself for BEHR and will ensure BEHR's defense in the place and stead of BEHR in any proceedings that may be initiated: it is agreed that all amounts that may be disbursed by BEHR for fees and costs, or even for damages paid following the application of a penalty or compensation, will be fully borne by the Supplier.

### **ARTICLE 23 - CONFIDENTIALITY**

The working methods that fall within the scope of BEHR's company policy will undoubtedly give rise to an exchange and pooling of know-how held by those who place and take orders.

Accordingly, the Supplier is obliged to keep confidential the information provided to it by BEHR, and agrees to take all measures to prevent the disclosure of information received relating to the completion of an order.

No document of any type belonging to BEHR may be disclosed to a third party, except with BEHR's prior written consent.

The "BEHR Confidentiality and Non-Utilization Agreement" applies (found at [www.behrgroup.com](http://www.behrgroup.com), chapter suppliers, chapter download center). By signing the General Conditions of Purchase, the Supplier declares that it has received a copy of the BEHR

Confidentiality and Non-Utilization Agreement, has read it and understands all of its provisions, and signs it expressly accepting that they are incorporated into the contract.

#### **ARTICLE 24 – FORCE MAJEURE**

Natural disasters, riots, legislative or regulatory measures, transport strikes, labor disputes, lock-outs or any other disruption to the operations of BEHR, its sub-contractors or its customers, which cause production to decrease or stop, will release BEHR from its obligation to accept the Products for the entire term of such disruption.

#### **ARTICLE 25 – ENTIRE AGREEMENT**

These general conditions of purchase constitute the full agreement between the parties.

The provisions of these conditions cancel and supersede all agreements, commitments and negotiations between the parties that may have been drawn up before these general conditions of purchase.

If one of the clauses of these general conditions of purchase were to become null and void or deemed inapplicable, fully or partly, or were to become null and void or inapplicable in the future, the validity of the other clauses will not be affected. The parties will replace the clause that becomes null and void or inapplicable, agreeing terms that are as close as possible to the objective sought by the cancelled or inapplicable provision.

#### **ARTICLE 26 – PLACE OF EXECUTION AND JURISDICTION**

The place of execution of these general conditions of purchase is Montblanc.

The parties waive any right they may have to submit conflicts to any court of justice or jurisdiction, agreeing to submit to the courts of BEHR's registered domicile all conflicts and disputes arising between them in relation to (i) the validity, interpretation, performance or execution of the agreements they reach; (ii) these General Sales Conditions; and (iii) the acts

or transactions regulated in the agreements and these General Sales Conditions, including those acts and transactions related to the Products, services, prices and payments, and including execution of the warranty.

Accepting a settlement or payment outside the scope of this jurisdiction will not give rise to any novation or exception with respect to this clause.

### **ARTICLE 27 – GOVERNING LAW**

These general conditions of purchase, as well as any contract, agreement, order and/or relationship between the parties is subject to Spanish law, to the exclusion of the United Nations Convention on the International Sales of Goods (CISG), dated April 11, 1980.

(Place), (date)

(Place of Company), (date)

Behr

(Company)

\_\_\_\_\_  
(Signature, name, title)

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