



FundiciónNodular

PURCHASING GENERAL TERMS

Transparency and Confidentiality:

Fundicion Nodular, S.A. suppliers shall behave with the utmost transparency in any business relationship with the company, with regards to their supply conditions, characteristics of their products /services and any potential contractual incompatibilities. In turn, Fundicion Nodular, S.A. will provide all the required information regarding its managing system, and will treat all documents received from the supplier with the utmost confidentiality, complying with the current laws on data processing.

Management:

Procurement processes and Fundicion Nodular, S.A. suppliers' qualification will follow the procedures gathered in the Company Procedure's manual with the aim to comply with the quality, environment and qualification requirements established by the ISO9001 and ISO14001standards.

Economy & Long Term Relationship:

As far as possible in each case, Fundicion Nodular, S.A. will try to establish with its suppliers long term framework agreements and commitments for the supply of materials or services that, by their nature, should provide better quality and more favorable economic conditions for both parties than those obtained with a short term.

Guaranties:

Fundicion Nodular, S.A. will seek in its business relationship a contractual guarantee against possible failures, demerits of quality, hidden defects or supply failures by its suppliers. These guarantees will be defined prior to starting a business relationship and shall refer both to relief obligations as to possible penalties.

After-sale:

Following the principle of responsibility, suppliers shall prove their ability to provide adequate after-sales service, assigning the adequate people or means of contact, facilitating the acquisition of spare parts, etc

Sale expenses:

Once the contract has been established, as a general rule the supplier will be responsible for all the expenses incurred in for the proper provision of service or delivery of goods as well as for those related to running risks, financial and legal charges, allowances, transport, etc..

Arbitration:

Any discrepancy or conflict between buyer and seller concerning the interpretation, meaning or effect of these terms or the respective rights and obligations of each party to any contract to which these terms apply shall be subject to a single arbitrator agreed by both parties. In case of disagreement, the arbitrator shall be nominated by the Court of Arbitration of the Chamber of Commerce of Oviedo, complying with the Spanish Arbitration Act in force at that date.

Applicable Law y Court Jurisdiction:

Any contract where these general terms are applicable shall be governed by the Spanish Law. Should the submission to arbitration, under the above condition, fail the Spanish courts are competent with express waiver by both parties of other jurisdictions.

Protection of Personal Data:

In compliance with the provisions of the Law for Protection of Personal Data 15/1999, of December 13TH, FUNDICION NODULAR, SA reports that personal details provided by the supplier's company will be incorporated into a file of their ownership, whose purpose is the management of suppliers, and guarantees that the holder can exercise his right of access, rectification, cancellation and opposition by sending a written notification to FUNDICION NODULAR, S.A - C / La Fundicion, 4 - 33420 Lugones (Asturias).

If the SUPPLIER'S COMPANY, for the adequate provision of the services to be procured under contract, needs to have access to the personal data contained in the files owned by FUNDICION NODULAR, S.A, this company will become in charge of the process and shall meet the following obligations related to that personal data:

- a) Treat them only as directed by FUNDICION NODULAR, S.A. responsible for the process.
- b) Do not apply or use them for purposes other than the provision of contracted services
- c) Do not communicate them, not even for their preservation, to other people, except to agencies or private entities to which it is addressed in strict compliance with the Law or of the duties entrusted by FUNDICIÓN NODULAR, S.A.
- d) Ensure the adoption and implementation of security measures that, under the provisions of the data protection rules, are required on the basis of the data accessed.
- e) Keep absolute secrecy and confidentiality of such data, transferring to the personnel involved in their use such obligation of secrecy.
- f) Upon completion of contract, the file shall be destroyed or returned, as well as any support or document evidencing any personal data that was processed, unless there is legal obligation of custody.

Should the supplier's company fail to fulfill any of these obligations it would be regarded as responsible of the process, responding to the infringements incurred personally.