

## ORDERS ACCEPTATION

We consider accepted our orders in all conditions (including our general conditions of purchase and specifications indicated in the order) if we do not receive written communication against it within 48 hours of its reception.  
If there is any difference between what is indicated in the order and in these general conditions of purchase the conditions specified in the order itself will prevail.

## SAFETY AND ENVIRONMENTAL REGULATIONS OR OTHERS

It will be the responsibility of the supplier to comply with the REACH-CLP regulation for the requested items taking into account their intended use (incorporation into machine tools). Those substances / mixtures or products that require it will attach the SDS (Safety Data Sheet); in addition, article suppliers must transmit information on the substances contained in the articles provided they contain "highly worrying" substances (SVHC: arts. 57 and 59) in a concentration greater than 0.1% by weight / weight, facilitating written enough information that allows a safe use of the article, including, at a minimum, the name of the substance (art. 33).

The products supplied must not have any component containing asbestos. Take into account all restrictions on the manufacture, marketing and use of certain hazardous substances, mixtures and articles of Annex XVII of REACH.

The supplier will be responsible for ensuring that their merchandise complies with the regulations indicated here and all applicable safety, environment or other legal regulations.

Collaborate in improving the eco-design of products, implementing actions to improve the environmental performance of products throughout their life cycle.

## RECEPTION

The goods are subject to the indications described in the order and will be received under the conditions stipulated in the order.

The Supplier is responsible for the quality of the products it supplies. The initial acceptance of the merchandise does not imply that it cannot be rejected and subsequently returned if quality defects are discovered in subsequent processes (in machine assembly, commissioning at the customer's home, ...).  
We reserve the right to verify merchandise at the provider's home.

## DELIVERY

It is essential that the merchandise is accompanied by its corresponding delivery note and that it contains our order number and our codes assigned to the merchandise (drawing or reference number), prices and discounts applied plus the certificates or additional documentation detailed in the orders (instruction manual, EC declaration, ...).

If the quality of the merchandise is not agreed at some point, you must take immediate action to correct it, with the technical support of GEMINIS. The expenses generated by the non-quality of the supplies will be borne by the deceased. In case of rejection the pieces will be delivered with a return delivery note so that the supplier takes improvement actions to avoid the problem being repeated.

In the event that, prior agreement by GEMINIS, any part that does not comply with all the required specifications is sent, it will always be indicated on the delivery note or documentation attached to the piece, indicating what the anomaly consists of and the person of GEMINIS that has it authorized.

All cast materials must be delivered without sands, burrs, pores, cracks, deformations or other foundry defects, otherwise, they may involve the return of the material and / or the impact of the model costs, if applicable. If holes are made due to the needs of the production process (casting cores...), they should not be covered, otherwise it must be communicated in advance in writing. If parts with primer are requested, they must be delivered correctly degreased and primed (lead-free paints) of red oxide RAL 8012 (head, slide, steady, ...) or gray RAL 7035 (bed, ...) as requested and with minimum thicknesses of 40 / 50µm

All boiler parts must be properly delivered degreased, primed and painted (primers and lead-free paints) with minimum thicknesses of 70 / 90µm. In the case of coolant tanks they must be tested for possible leaks (they must be completely waterproof).

In general, all the pieces must have a good visual appearance, without bumps, without burrs or sharp edges (the corners will always be beveled unless expressly indicated on the drawing or order) and painted with lead-free paint.

The parts will be delivered completely finished including all types of machining, unless expressly indicated on the drawing or order.

In the rectified pieces, a layer of antioxidant will be cast.

Electrical equipment must comply with the safety regulations for electrical equipment 60204-1 and applicable low voltage regulations. The components of the electrical equipment must be correctly identified and all the ground points within the electrical equipment must be identified with the corresponding symbol. All multipolar and shielded cables must be protected at their ends by thermo-retractable sheath. Inside the electrical cabinet, any set of unipolar cables with a length greater than 100 mm outside the gutters, must be wrapped by a black protective element (mesh, spiral, tube, etc.).

Those machines, quasi-machines, equipment or facilities that require it must be provided with the corresponding instruction manuals, EC declaration,... in the language specified in the order.

## PACKING, HANDLING AND TRANSPORTATION

The supplier must ensure that the goods are properly packed to prevent damage during transport and storage. In addition, the materials will be provided with the appropriate housings, accessories or elements for proper handling.

## INVOICE RECEIPT

Invoices must be received in paper or electronic format, stating your delivery note (s) and our invoice order number (s).

In case of return of material no invoice will be generated; if it has been generated, a credit note will be generated. When the correct material is re-supplied, the new invoice will be received, starting to count the payment term from the date of the latter.

## PAYMENTS

The expiration dates must coincide with the 10th or 25th of each month. The expirations that coincide in August will be transferred to the same date of September. Invoices from December 25 will be passed to January 10.

Payment method: Direct payment.

## RESPONSIBILITIES

In the resolution of any commercial dispute that may arise, it will preferably use the friendly way with the objective of solving the general conflicts in the most viable way for both parties.

The company will carry out regular control and monitoring of its suppliers; it will be the responsibility of the supplier to deliver the material with the conditions and quality requested. The non-compliance with these conditions of quality assurance, service and / or order requirements may lead you to become a non-suitable supplier temporarily within the list of COMPANY suppliers and if does not adopt clear corrective improvement measures, you will be immediately declassified from the list of COMPANY suppliers.

The omission of any of the requirements indicated in the general conditions of purchase or in the order will be sufficient cause to proceed with the return of the merchandise or its invoice.

## CONFIDENTIALITY / INTELLECTUAL PROPERTY

Bearing in mind that the COMPANY and the provider will exchange information that may be confidential and / or subject to industrial or intellectual property rights and it is of maximum interest for both parties to keep that information confidential and secret, agree that:

Any information will be confidential, and therefore cannot be transmitted to third parties, nor be used beyond the scope of the negotiations held by the parties, or the development of the collaboration, where appropriate. The parties will exchange only that information they deem appropriate to transmit for the indicated purposes.

Confidential information shall be understood as all technical, economic or any other type of information, which may be disclosed by word, in writing or by any other means or support, tangible or intangible, currently known or that enables the state of the art in the future, exchanged on the occasion of the previous negotiations that they maintain on the occasion of the analysis of the possible collaboration, and where appropriate, of the subsequent development of the collaboration.

## DATA PROTECTION ACT

In compliance with Organic Law 15/1999, of December 13, on the Protection of Personal Data, we inform the supplier that your personal data and information provided by him will be processed and incorporated into a file, whose responsible and recipient is GEMINIS LATHES, S.A., with address in C/ Lerún 1, 20870 Elgoibar, in order to have their data updated in our suppliers file.

Additionally, we want to inform you that, unless we receive an indication from you in the opposite direction, the person in charge of the file may transfer your personal data, to any of the companies with which COMPANY GEMINIS LATHES, S.A., currently forms the corporate Group in the terms provided in the Commercial Code, always respecting the purpose for which they were collected.

Finally, you are informed that you can exercise the rights of access, rectification and cancellation or opposition in writing, by letter to the address indicated in the orders or e-mail to [rhh@geminislathes.com](mailto:rhh@geminislathes.com).