



Save where the Purchase Order expressly stipulates otherwise, said order is limited to these terms and general conditions of John Deere Iberica, S.A. (hereinafter referred to as "The Buyer"). The Buyer hereby objects to any additional or different terms proposed by the Seller in any quotation, receipt or other document. Any terms thus proposed shall be null, and the terms of this document shall constitute the full, exclusive account of the terms and conditions of the contract between the parties.

1. **ACCEPTANCE AND MODIFICATIONS.** This Purchase Order issued with or without reference to a quotation or proposal from the Seller, shall constitute a bid. The Seller's acceptance binds the Seller under all terms and conditions hereof and shall take place when the Seller returns the signed form acknowledging receipt hereof or at the supply of the ordered goods. No change or modification of the present Purchase Order shall be valid unless confirmed in writing by the Buyer.

Purchase Orders shall be confirmed by Seller. If no confirmation of the issued Purchase Order has been done within a timeframe of ten (10) days after receipt by Seller, then the Purchase Order, including the ordered quantity as well as the requested delivery date indicated therein, shall be deemed as accepted by the Seller.

2. **PACKING AND PACKAGING.** No charge whatsoever shall be accepted for packing or packaging except those charges stated herein.

The Buyer shall in no case be responsible for damage to goods caused by the Sellers having used deficient or inappropriate packing, and the Seller shall be obliged to replace without delay any damaged goods and without any extra costs for the Buyer.

The number of this Purchase Order shall appear on the invoice or papers referring to this Purchase Order, likewise on the outer packing of the goods, where the quantity and description of the goods shall also be stated.

No later than the goods shipping date, the Seller shall send the Buyer, by regular mail, in duplicate, the bill of lading or similar goods shipping document. A copy of the bill of lading shall be posted at a visible location in each shipment.

3. **GOODS SHIPMENT AND DELIVERY.** If the goods are not shipped or delivered according to the Buyers instructions and the instructions contained herein, the Seller shall pay the Buyer any additional cost thereby occasioned.

4. **RIGHTS TO THE REMOVAL OF CUSTOMS DUTIES.** This Purchase Order includes any and all corresponding rights to the removal of customs and import duties (including rights developing under substitution and rights acquired from the Sellers suppliers) that the Seller may transfer to the Buyer. The Seller consents to inform the Buyer of the existence of any such rights and, on request, shall facilitate such documents as required for obtaining said exemption.

5. **PAYMENT.** Unless other payment terms are indicated at the start of the present Purchase Order, any invoices of the price of the goods shall be paid within sixty (60) calendar days after the goods reception day. Discounts the Seller offers to the Buyer may be eventually accepted if payment is made before the scheduled payment date.

The price of the goods is as expressly established herein. Unless stipulated otherwise in writing, the price is fixed and includes all packing costs, shipping, insurance, etc. necessary for placing the goods at the Buyers disposal at the stipulated destination.

6. **SURPLUS GOODS.** Except for customary quantity variations recognized in commercial practice, goods shall not be accepted in more than the specified quantities, and any such surplus goods shall be kept at the Sellers risk. The Buyer may return such goods, and shall do so according to the Sellers instructions, at the Sellers risk, and all preservation and shipping expenses, both to and from the original destination shall be paid by the Seller.

7. **MANUFACTURING AND MATERIALS COMMITMENT.** Unless the Buyer authorizes otherwise in writing, the Seller shall not make any materials purchasing commitments or start its manufacturing process earlier than necessary to meet the delivery dates arranged with the Buyer.

8. **ANNULMENT.** The Buyer may annul all or part of this Purchase Order at its convenience, by written notice or telegraph message at any time. If annulment hereof comes prior to the Sellers effective acceptance of the Purchase Order in any of the fashions provided for herein, even when the goods are ready for delivery, the Buyer shall have no obligation to pay any price or expense of any sort. On the contrary, if the Purchase Order is annulled after acceptance for the Buyers convenience, any claim by the Seller shall be paid on the basis of reasonable costs incurred in filling this Purchase Order, as regards labor and materials the Seller cannot use to make other products of its manufacture. The materials for which the Seller is reimbursed shall become the property of the Buyer.

9. **DELAYS.** If the Seller fails or refuses to fill this Purchase Order or if the Seller fails to make delivery or the Buyer, to accept delivery, in accordance with the delivery terms, the other party may cancel the balance of this Purchase Order remaining unfilled at that time, save where the delay is an excusable delay as defined herein below. An excusable delay does not constitute breach of these terms and conditions. For the purpose of clarification, the term "excusable delay," as used in this paragraph, will mean any delay in making or accepting deliveries that is not the result of failure or negligence by the party involved and is due to causes beyond the party's control, including but not limited to fortuitous acts or acts of a public enemy, any preference, priority or order

of distribution pronounced by the Government or any other act of Government, acts of the other party to this contract, fire, flood, epidemic, quarantine restrictions, freight embargo, exceptionally harsh weather conditions and supplier delays due to such causes. Each party shall quickly notify the other of any such delay and its cause.

10. **INSPECTION AND ACCEPTANCE.** The Buyers inspection and testing of the goods may be done, at the Buyers choice, at the Sellers plant and/or at destination. At the Buyers choice, the Buyer may see the Sellers inspection, quality and reliability procedures and the data supporting said procedures. The Buyers acceptance of the products shall not exempt the Seller of any of its obligations and warranties hereunder. In no case shall the fact of making payment be considered to constitute acceptance of the goods.

11. **QUALITY AND WARRANTY.** The Seller expressly guarantees that all products, articles, materials and work covered by this Purchase Order shall meet the specifications, plans, samples or other descriptions facilitated or adopted expressly by the Buyer and shall be of appropriate materials and manufacture, free of defects, including any design defects (if the design is the Sellers), and shall be comparable in quality to other similar customary products sold for similar applications, and, if the articles are not ordered in accordance with the Buyers specifications, the Seller furthermore guarantees that the articles are sellable and shall be adequate and sufficient for their intended purpose. Seller further warrants that all goods covered by this Purchase Order, including but not limited to components and material furnished for or incorporated into the goods, including goods intended for distribution as service parts, will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Buyer's specifications that restrict or prohibit certain chemical compounds as constituents of goods as specified in the John Deere Banned Chemical List. The John Deere Banned Chemical List is found at:

<http://dsupply.deere.com/bannedchemicals/>

Seller also warrants that its processes shall comply with the John Deere Quality Manual and that the goods will comply with all current industry safety standards, including labeling requirements and adequate warnings as required. The John Deere Quality Manual is found at:

<http://dsupply.deere.com/qualitymanual/>

12. **DEFECTIVE GOODS.** If any of the goods fail to meet the guarantees in Clause 11, the Seller shall, at the Buyers choice, either correct the defective goods or replace them quickly at the Sellers own cost. Furthermore, the Buyer may choose to annul this Purchase Order with regard to all defective goods and in addition cancel the remaining balance of this Purchase Order that remains unfilled. After the Seller is notified that defective goods have been detected, those goods shall be maintained at the Sellers risk. The Buyer may return such goods to the Seller, following any instructions given by the Seller, but always at the Seller's risk, and all shipping expenses to/from the original destination point shall be borne by the Seller. Any payment for such goods shall be reimbursed by the Seller, save where the Seller corrects the defective goods or replaces them quickly at its own expense. Should any practical problem occur as a result of non-conformance in the goods supplied hereunder that is serious and frequent enough to endanger the Buyers marketing of the final product or the Buyers reputation, or poses a previously unforeseen safety risk, or makes any public body, including but not limited to the Consumer Product Safety Commission, demand a change in the Buyers final product, such as a recall or a Product Improvement Program (a PIP) as a reasonable corrective action, the Buyer shall be entitled to recoup from the Seller all costs and expenses reasonably incurred by the Buyer in taking said corrective measures. If the corrective measure is necessary in part due to the non-conformance of the supplied goods and in part due to some action or omission by the Buyer, said costs and expenses shall be distributed proportionally among the parties in accordance with their respective percentage of non-conformance. Save where expressly agreed otherwise, and regardless of any terms of law, the Seller guarantees its goods for one (1) year after delivery. This warranty shall be for five (5) years for defects stemming from hidden flaws in the supplied goods.

13. **MANUFACTURING CHANGES.** The Seller shall give the Buyer written advance notice of all changes in specifications, designs, part numbers and other items of identification, likewise major changes in the process procedure or changes in the location of the manufacturing plant or place of execution, made by the Seller and applicable to products covered by this Purchase Order, nevertheless all the suggested changes shall always be subject to the written prior consent of Buyer.

14. **CONSUMER PRODUCT SAFETY.**

The Seller shall comply with legal provisions on general product safety. The Seller consents to furnish the Buyer with copies of all correspondence with the administrative bodies overlooking product safety. In the event that a corrective action plan with regard to the products is required, if one of the parties determines, in its reasonable opinion, that a plan of corrective measures in accordance with the law is required, without taking into account any procedure or decision of the corresponding administrative body, the Seller shall implement said plan of corrective measures at its own expense, in the reasonable fashion determined by the Seller (but subject to approval by the Buyer, which approval shall not be refused without sufficient reason) and meeting the requirements of law. Nothing in this paragraph shall prevent the Buyer from taking any measures required of it in accordance with Law or communicating directly with the administrative body in regard to the goods.



15. **INDEMNITY.** The Seller shall protect, defend, maintain exempt and indemnify the Buyer and its executives, directors, employees, agents, successors and customers from each and every complaint, lawsuit, allegation, sentence, judicial procedure, liability, loss, damage, cost and expense (the "LOSS") due to injury, loss or damage of any type claimed by a third party and due, resulting from or presumed to be due or resulting from: 1) any patent or copyright violation, or 2) unlawful use of a third party's trade secret or private information, or 3) the Seller's negligence or substantial non-fulfillment of this Order (including but not limited to Non-conformance of a Product supplied hereunder) by or because of the manufacture, sale, offer for sale, or use of any products supplied hereunder, except where the Seller's compliance with the specifications prescribed and sent by the Buyer constitutes the sole basis of said violation or unlawful use. The Buyer shall quickly notify the Seller in writing of the LOSS and shall hand control of the defense of the LOSS over to the Seller, provided that the Buyer is authorized to do so. The Buyer shall cooperate in its investigation and defense but shall not be responsible for paying for the LOSS. The Seller shall reimburse the Buyer for any reasonable expenses the Buyer incurs in regard to the investigation and defense of the LOSS. The Buyer and the sued party may be represented by their own attorney in any such lawsuits. The Buyer shall defend, at its expense, any lawsuit brought against the Seller for the demonstrated or presumed violation of any patent or copyright by or because of the manufacture or sale of any products supplied hereunder and shall pay all damages and costs pronounced in said lawsuit against the Seller in any case where the Seller's compliance with the specifications prescribed and issued by the Buyer constitutes the sole basis of the real or presumed violation, if written notice is given and the necessary authorization, information and assistance are facilitated, at the Buyer's expense, for its defense. Except where expressly agreed otherwise in writing by the Buyer and the Seller, the Buyer shall not indemnify the Seller nor hold the Seller exempt in any case against any claim for bodily injuries, property damage, accidental, consequential or special damage (or attorneys' fees in relationship with such damage) stemming or resulting from an improper or defective design, material or manufacture of products purchased from the Seller hereunder. The fact that the Seller holds insurance as required herein shall in no fashion be interpreted as exempting the Seller from any liability stemming from this Section. This Section shall survive the annulment, cancellation or termination of this Purchase Order.

16. **INSURANCE.** The Seller shall take and provide proof of the insurance coverage the Buyer demands.

17. **BOND.** The machinery, equipment, tools, apparatuses, dies, models, plans, specifications and samples the Buyer facilitates to the Seller at no charge shall be held by the Seller in bond, and at the conclusion of this Order they shall be returned to the Buyer or satisfactorily entered in the books in some other fashion. The Seller, at its expense, shall insure all the aforesaid articles for a reasonable value against all manner of accidents and damage.

18. **DATA PROTECTION:** " All personal data that could be facilitated to the Buyer by the Seller, will be treated with the due protection in conformity with the current applicable legislation. The Buyer reserves the right to transfer such personal data to any of its affiliates companies inside or outside the EU territory. In turn, The Seller can exercise the right of access, rectification, cancellation and objection by sending a written request to John Deere Ibérica, S.A."

19. APPLICABLE LAWS AND JURISDICTION.

These General Terms and Conditions of Purchasing are subject to and shall be construed in accordance with the Laws of Spain to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the execution of this Purchase Order, the Seller shall comply with all current laws applicable to work contracts, labor regulations and social security. The Seller moreover consents, on request, to furnish the Buyer with a certificate so stating, in the fashion and form required by the Buyer, at any time.

20. **PACKING AND LABELING LAWS.** The Seller shall pack and label the goods and any recipients containing such goods, in accordance with all applicable local, state and federal laws and regulations on packing and labeling in force at the place to which the goods are shipped or otherwise specified by the Buyer. The Seller must comply with legal provisions on the packing and labeling of hazardous substances.

21. **SPECIAL TOOLS.** Save where otherwise indicated, all special tools, dies, apparatuses, models, machinery and equipment the Seller needs to execute this Purchase Order shall be obtained by the Seller at its own expense and shall remain the property of the Seller.

22. **ASSIGNMENT.** Neither of the parties may assign or transfer this Purchase Order or any interest herein or in the sums payable hereunder without the prior written consent of the other party, and any assignment made without said consent shall be null and void, except that the Buyer may assign this Purchase Order and its interest herein to any subsidiary or any company succeeding the Buyer in its business without need for the Seller's consent.

23. **TAXES.** Unless otherwise indicated, prices do not include tax on sales, use, consumption and other similar taxes applicable to the products supplied hereunder or the materials used in their manufacture. All the aforesaid taxes and charges shall be listed separately on the Seller's invoices. The Buyer shall not be responsible for any modification made after the invoice is drawn up as a consequence of the mistaken application of any taxes on the goods listed in the invoice.

24. **ACTION.** None of the action recognized to the Buyer herein shall override the Buyer's right to exercise any other action to which it is legally entitled.

25. **CONFIDENTIALITY.** These terms and conditions and any materials conveyed with it may contain private information belonging to the Buyer, its subsidiaries or affiliates, and said information may not be used by its recipient for any purpose other than that for which it was furnished. The information shall be held confidential and shall not be revealed to third parties without the prior written consent of its issuer. The Seller shall perform any Non-Disclosure Agreement, which the Buyer requires.

26. **PROPERTY OF THE CLIENT.** The Buyer shall have sole, exclusive ownership of all rights, title and interest in any authored articles, materials or works produced by the Supplier as a result of the services rendered by the Seller to the Buyer under this Purchase Order. The Seller hereby irrevocably assigns all copyrights to such authored articles, materials or works to the Buyer.

27. **SAFETY.** Any person or persons performing any work at the Buyer's plant must meet current occupational risk prevention legislation.

28. **CLAUSE ON THE RIGHT TO AUDIT.** The Seller, subject to reasonable request and during reasonable working hours, shall make available to the Buyer or its duly authorized agents, for examination and reproduction, such of its books, records and invoices as necessary to conduct an audit of the costs and other items under the terms of this order. Such audits may be conducted while the Order is in force or within one year of the termination of the Order.

29. **INDEPENDENT CONTRACTORS.** The Seller is an independent contractor. All persons the Seller engages to render services are employees of the Seller. Nothing contained in this Order and no conduct, communication, commercial practice or course of transactions shall be interpreted or considered to create any partnership, joint venture or agency or trustee relationship between the parties or their subsidiaries or affiliates.

30. **SUPPLIER CODE OF CONDUCT.** Seller shall comply with the John Deere Supplier Code of Conduct, which is found at: <http://www.Johndeere.com/suppliercode/>

31. **SEVERANCE.** If any part or provision of the present terms and conditions is not executable, or come into conflict with the existing legislation, the validity of the rest of the parts or provisions shall not be affected.