

## GENERAL TERMS OF PURCHASE

Elastictek - Indústria de Plásticos, SA - defines in these General Terms Of Purchase (GTP), the rules that regulate the buying process of any item and/or service that Elastictek purchases and/or orders to any supplier.

By accepting and processing a purchase order from Elastictek (PO), the supplier will automatically be agreeing with all points present in this GTP declaration. These terms override any conditions previously defined by the supplier, with the exception of any other terms that have been expressly agreed by both parties, or agreed previously to the issuing of this document. It is standard procedure at Elastictek to evaluate the performance of its suppliers. You are welcome to consult our criteria at [www.elastictek.com](http://www.elastictek.com)

1. **General Conditions** All of Elastictek's purchasing processes must always be supported by the existence of a purchase order or of a preliminary contract.
2. **Confidentiality and Subcontracting** The supplier undertakes to maintain confidentiality regarding all facts that may have been disclosed to him in order to fulfil the contract or to satisfy the conditions expressed on the purchase order (PO). This commitment extends to all of the supplier's employees, as well as to their own suppliers, being of its own responsibility to ensure this guarantee. The supplier is only allowed to subcontract services related to our operation, and/or to alter the origin of the supplies, after making this fact known and having Elastictek's prior authorization.
3. **Prices and Terms of Payment** Set prices will be defined by the contract or by previous negotiation. Once accepted through the PO, and if not claimed within a window of 3 working days alongside the confirmation of the purchase order, the prices cannot be altered in billing. The same conditions are applied to the payment terms.
4. **Billing** Invoices must always specify the PO number, or the contract reference. All terms mentioned on point 3 must be respected, and when referring to already delivered units, the confirmed quantities at the reception of the goods are the ones that the Invoice must replicate. Failure in respecting any of the situations described in this section will result in the return of the Invoice. All Invoices must be sent to [invoice@elastictek.com](mailto:invoice@elastictek.com)
5. **Delivery/Documentation** Deliveries must be made on the requested dates and at the agreed time window. The supplier must also make sure that all products are properly packed and clean. If the agreement imposes the need for a certificate of analysis, or for any kind of technical declarations, all documents must be hand over prior to the delivery. The supplier is in charge of providing all support documentation that Elastictek may need to ask for, and that falls within the scope of its supply – technical data sheets; Material Safety Data Sheet, certificates; waybills; packing lists; etc... Regarding services, suppliers must always leave a guide/work sheet, in which they describe in detail the work/service that has been developed/provided, highlighting relevant situations. These documents will only be considered "valid", if signed by someone who has the authority to validate them from the Elastictek team.
6. **Quality Policy, Food Safety, Environment, Health and Safety at Work** Suppliers that provide services at Elastictek's premises are obliged to comply with the defined rules (to which they will be presented to prior to their entering). Whenever it is necessary to subcontract a new member to our teams, we require that the subcontracted company provides us with their employee's medical aptitude sheet and insurance.
7. **Deadlines – Penalties for Delays** Delivery dates for the POs are binding, and they allow a 3-day margin regarding materials shipped by sea – This can be overruled if the supplier alongside Elastictek agrees in writing, 3 days after receiving the PO, a new delivery date. Elastictek is allowed to demand payment of damages and losses attributable and / or resulting from the supplier's delay. In case of an earlier delivery than expected, Elastictek holds the right not to accept the goods, incurring all devolution costs to the supplier, and also obliging him to comply with the defined delivery date expressed in the PO.
8. **Force Majeure** Situations of force majeure exempt the supplier from meeting the requested deadlines, but also rid Elastictek from any purchasing responsibilities.
9. **Quality** The supplier undertakes to provide the level of quality that has been agreed and to respect all parameters described on the product's technical sheet, certificate of analysis, reference images, or any characteristics that have been previously communicated and/or approved by Elastictek. In no scenario will the supplier's delivery documents, signed by our staff at the moment of the good's reception at Elastictek, disclaim his responsibility regarding the products' and the provided services' quality. If Elastictek identifies any non-conformities after the reception of the goods, during quality control, or even in the course of its usage in production, it can always complain to the supplier, requesting the product's replacement, its devolution or even just demanding the fulfilment of what was in the contract / was agreed. Elastictek may carry out audits to its supplier whenever necessary, as long as both parties have previously agreed. Elastictek may even charge the supplier the cost borne due to the lack of quality of the supplied product and/or provided service. The use of an article that does not comply with the agreed properties must be approved by Elastictek's Quality Director and by the person in charge of the technical department - Nevertheless, the supplier must always assume this responsibility.
10. **Social Principals** The supplier guarantees to respect the following social principles:
  - Child labour;
  - Forced labour and discrimination – The supplier does not use any form of forced labour; neither does it exercise discriminatory practices against its employees.
  - Safety at work – The supplier assures that the best practices, which respect the health and integrity of employees, are duly implemented.
  - Social Security and Wages – The supplier assures compliance with all of its social security obligations, as well as paying its employees' wages on time.
  - Environment – The supplier guarantees compliance with legislation that regards the preservation and care for the environment.

The finding of non-compliance with any of the social principles mentioned above, warrants Elastictek the right to replace the supplier.