

1.- Definitions

1. "Conditions" will refer to the contractual conditions for the acquisition of products and / or services included in a purchase order and of which they are part. "General conditions" will be those specified in this document. "Particular conditions" will be those that must be included on the face of the purchase order to complement the general conditions.
2. "Purchase order" or "Order" will refer to the purchase order (generally, with the usual standard format of OMNIAELECTRONICS SL) and the documents (if any) added, together with the "Conditions" and the "Ethical Code and Legal Compliance OMNIAELECTRONICS SL ».
3. "Supplier" will be the natural or legal person, indicated on the face of the Purchase Order, with whom the contract is entered into. The obligations and responsibilities imposed on the "Supplier" shall extend to its subcontractors.
4. "Products" will refer to the goods or deliverable items that are the object of the Purchase Order, which may comprise, include or be related (without limitation) to the software, hardware, documents ... etc.
5. "Services" will refer to the provision of works or other services that are the object of the Purchase Order, which may comprise, include or be related (without limitation) to the software.
6. "Software" shall refer to the elements of software and firmware included in, or related to, the Products and / or Services.
7. "Issued material" shall mean, by way of example, the samples, designs, standard sheets, printing copies, theories, models, profiles, tools, models or other tools, materials, equipment, merchandise or articles or any good supplied or issued by OMNIAELECTRONICS SL to the Supplier for its use in the fulfilment of its obligations according to the Purchase Order.
8. "Counterfeits" will refer to copies or substitute products, manufactured, sold or distributed, without the right or legal authority to do so, or those whose materials, behaviour, identity or characteristics are consciously falsified by the Supplier or by any other participant in the Supplier's supply chain. In this sense, "Identity" shall mean any information related to, including but not limited to, original manufacturer, registered trademark or other intellectual property, part number, date code, batch number, test method applied together with its results, inspection carried out, documentation, guarantee, origin, alterations, handling, recovery, recycling, history of ownership, packaging, physical condition and previous use or rejection.
9. "Customer" will be any customer, end user or third party, to whom OMNIAELECTRONICS SL may resell or transmit any right in relation to any of the Products or Services indicated in the Purchase Order (or part of them).
10. These General Conditions will be applicable unless otherwise provided in the Particular Conditions of the Purchase Order. In the event of a discrepancy or contradiction between the general and particular conditions, the latter shall prevail. Products or Services delivered or possible payments made will not constitute a tacit approval or acceptance of said divergent conditions indicated by the Supplier.

2.- Price, taxes and payments

1. The prices are fixed, firm and non-reviewable and include delivery costs and any other expenses, including, but not limited to, transport, insurance and packaging costs, unless otherwise provided.
2. The Supplier guarantees OMNIAELECTRONICS SL that the price invoiced for the Products or Services required is the lowest price that it invoices to buyers of similar Products or Services for quantities and in circumstances similar to those specified in the Purchase Order.
3. The Supplier will add the value added tax (or equivalent) to the price with the type and in the manner prescribed by the applicable legislation.

4. OMNIAELECTRONICS SL will not assume any responsibility towards the Supplier with respect to any other tax, rate, contribution or tribute as a consequence of the Products and / or Services required.
5. In the event that OMNIAELECTRONICS SL is obliged to withhold a tax or charge by virtue of the applicable laws or regulations, it may withhold and deduct said tax or charge from the price before making the payment to the Supplier.
6. In the case of a Purchase Order for an international supply that may be subject to a withholding-at-source treaty, the Supplier must present a certificate of residence in accordance with the applicable Tax Agreement to avoid Double Taxation, which will be subsequently renewed, if necessary.
7. Upon delivery of the Products and / or Services, the Supplier will send OMNIAELECTRONICS SL a detailed invoice that includes the reference number of the Purchase Order, as well as any other code or reference included by OMNIAELECTRONICS SL in said Order to identify supply.
8. The mode of payment will be the one that has been provided in the particular Conditions of the Purchase Order. The payment term will begin to run from the moment OMNIAELECTRONICS SL receives the Supplier's invoice, provided that it is correct and the Product delivered or the Service completed in accordance.
9. To the extent that the Supplier must provide documentation on material tests, test records, quality control or other types of documents, this will be one of the requirements for the delivery or provision to be considered completed. OMNIAELECTRONICS SL will have the right to deduct or withhold any payment, to a reasonable degree, for defects, in which case the payment period will begin to run after the complete rectification of possible defects.
10. The making of a payment by OMNIAELECTRONICS SL will not imply the tacit acceptance on its part that the supply of the Product or the provision of the Service is in accordance with the Purchase Order.
11. Payments that may be made before acceptance has been completed shall be considered conditional on acceptance and on account of the price.
12. OMNIAELECTRONICS SL will be empowered to deduct from the price any other amount owed by the Supplier.

3.- Variation of purchase orders

1. The modifications, additions or variations to the Purchase Order proposed by the Supplier will only take effect if OMNIAELECTRONICS SL accepts them in writing.
2. If at any given time OMNIAELECTRONICS SL needs to vary the Products and / or Services requested, it must notify the Supplier and the latter will send, within a period not exceeding two (2) business days, a written statement about the way in which that said variation would increase or decrease the dates, deadlines or milestones, billing and any other information that OMNIAELECTRONICS SL may request, within reason. Failure to comply with this obligation will give OMNIAELECTRONICS SL the right to resolve the Purchase Order without penalty or compensation.
3. The application of any variation in the Products and / or Services will be subject to a prior written agreement between the parties. The Provider will not carry out any variation, unless OMNIAELECTRONICS SL expressly indicates it in writing. The acceptance of the delivery of the Products or Services or the possible payments made will not constitute a tacit approval or acceptance of said variations.
4. When a change directly affects the prices or delivery schedules of the Products or Services, the parties must agree to an equitable adjustment. If, despite trying reasonably and in good faith, the parties fail to agree on the amount of the adjustment, OMNIAELECTRONICS SL may resolve the Purchase Order at any time without charge, or any liability with regard to the Products and Services affected. .

4. - Import and export requirements, certificates of origin, proof of payment of special taxes, export restrictions

1. The Supplier must comply with all import and export controls, customs duties, regulations on foreign trade and other requirements and will provide

- OMNIAELECTRONICS SL, when it requests it, the pertinent information or documentation on its compliance.
2. The Supplier will keep OMNIAELECTRONICS SL duly informed of possible changes in the state of the materials supplied and / or the Services provided after said delivery or provision obligation has been fulfilled.
 3. The Supplier must communicate to OMNIAELECTRONICS SL, in writing without undue delay, any information or data that OMNIAELECTRONICS SL may require to comply with the regulations on foreign trade, in the event of temporary or permanent export, import or re-export.
 4. Without limiting the general nature of the foregoing, the Supplier must make available, as soon as possible, duly completed and signed, any documents that may be requested by the administrations or customs authorities of the receiving country or other applicable regulations on export licenses and / or import. This will also apply to relevant excise documents.

5. - Delivery, delays, product marking, property title and risk

5.1 Delivery

1. The Products and / or Services will be delivered on the dates (the "delivery date"), at the rates and at the locations specified in the Purchase Order. Delivery may be made directly to a customer of OMNIAELECTRONICS SL, if so specified in the Purchase Order. OMNIAELECTRONICS SL may reject or alter dates, rates and destinations by notifying it in writing with reasonable notice.
2. Any budgeted shipping conditions in relation to the delivery of the Products must be in accordance with the latest version of the Incoterms of the International Chamber of Commerce. If the particular Conditions of the Purchase Order do not define any conditions for delivery, it will be understood that this will be DDP (delivered, all rights paid at the agreed destination).

5.2 Delays

1. The time of delivery is an essential contractual obligation, so failure to comply with the delivery date specified in the Purchase Order will constitute a material breach of the Purchase Order. The Supplier must inform OMNIAELECTRONICS SL at the moment in which it foresees that there is going to be a delay, on the date of delivery of the Products or Services. If only part of the Products or Services could be delivered on the delivery date, the Supplier must deliver the Available Products or Services, unless OMNIAELECTRONICS SL provides otherwise. Partial deliveries will be considered late deliveries and can only be considered completed when all Products or Services have been delivered.
2. Notwithstanding the foregoing, if the Supplier does not carry out the delivery in accordance with the Purchase Order or if it notifies OMNIAELECTRONICS SL that it anticipates that the delivery date will not be met, OMNIAELECTRONICS SL reserves the right to cancel the Purchase Order or part of it without any cost or responsibility and reserves all rights to claim the costs and damages caused, including, by way of example, the right to buy substitute Products or Services from another supplier and hold the Supplier responsible for the costs in which it may incur for this reason.

5.3 Marking, packing and delivery documentation

1. The Supplier must ensure that all Products bear the corresponding marking in accordance with the applicable legislation, the provisions of the Purchase Order and the instructions of OMNIAELECTRONICS SL. Unless otherwise provided, the CE marking will be mandatory.
2. The Products will be conveniently packed so that they arrive at the places of delivery undamaged and in good condition.

3. For each consignment of products, the Supplier will provide a packing list and / or a delivery note detailing the purchase order number, description, code (if any) and the quantity of products shipped. The information included in the packing list and the delivery note must be in accordance with the Purchase Order.
4. For the delivery of components, assemblies or products sensitive to electrostatic discharge (ESD), the packaging must be properly marked.

5.4 Property title and risk

1. The Supplier guarantees that it has a sufficient title of ownership with respect to the Products that it sells to OMNIAELECTRONICS SL. Notwithstanding, the right of rejection that OMNIAELECTRONICS SL assists and the application of the applicable Incoterm, the transfer of risk and ownership of the Products will be produced to OMNIAELECTRONICS SL at the time it receives them at the destination specified in the Purchase Order and, according to the agreed Incoterm. Said transfer of risk and ownership will be conditioned on the full acceptance of the goods, after quality checks by OMNIAELECTRONICS SL, in the case of deliveries with installation and / or start-up and, for Services, the transfer of risk to OMNIAELECTRONICS SL will take place at the time it issues its acceptance.
2. The Supplier is informed that the Products supplied may be sold by OMNIAELECTRONICS SL to a Client and guarantees that OMNIAELECTRONICS SL will be able to supply them with a sufficient title of ownership.

6.- Quality, compliance and guarantees

1. The Supplier guarantees that all Products and Services supplied, if applicable: (i) will conform to the quantities, qualities, specifications, descriptions and other particularities included in the Purchase Order; (ii) they will conform to the samples, design criteria, plans, descriptions, requirements and specifications that OMNIAELECTRONICS SL may provide; (iii) will be suitable for the intended use, which has been expressly or implicitly communicated to the Supplier and which will be free from any defect, encumbrance, affectation or property claim; (iv) they will have been carried out in an adequate manner and trained by qualified and experienced personnel and that they will conform to the highest standards in the sector.
2. The Provider guarantees that it has all the necessary permits and licenses to sell the Products and / or provide the Services to OMNIAELECTRONICS SL and that it complies with all relevant laws, rules, regulations and codes of practice that affect its obligations and the execution of the Purchase order. The Supplier will obtain these permits and licenses, at its own expense, and will provide OMNIAELECTRONICS SL, when requested, information or documentation related to this compliance, as well as any other information or documentation required to allow OMNIAELECTRONICS SL to comply with all laws, standard regulation and requirements applicable to the reception and its use of the Products or Services.
3. The Supplier guarantees that all the Products are new and original and that they do not contain any used or reconditioned parts, or any counterfeit items.
Without prejudice to the rights of OMNIAELECTRONICS SL, in accordance with the Purchase Order and the legislation, the Supplier offers a guarantee for defects, with respect to the Products delivered, during the longest period between (i) the guarantee period Provider's standard or (ii) a term of two (2) years (or the duration indicated in the Purchase Order) counted from the date of receipt or acceptance by OMNIAELECTRONICS SL (whichever is applicable). Regarding the Services, the guarantee will be extended for the longest period between: (i) the normal guarantee period of the Supplier or (ii) a period of one (1) year (or the duration indicated in the Order purchase) counted from the date of receipt or acceptance by OMNIAELECTRONICS SL (whichever is applicable).
This clause will include and will apply to possible spare parts, repaired, replaced or sanitation products or sanitation services provided by the Supplier.

4. Failure to comply with any of the guarantees in this clause will grant OMNIAELECTRONICS SL, without prejudice to other rights that assist it, the right to terminate the Purchase Order and demand damages, losses, costs and expenses (including, but not limited to, the costs legal), in the form of compensation

7. - Inspection, acceptance and rejection

1. The Supplier guarantees that it has inspected and tested the Products supplied and / or the Services provided to conform to the provisions of the Purchase Order before delivery and that it will provide OMNIAELECTRONICS SL with the certificates of origin and / or proof.
2. If the Products and / or Services do not conform to the Purchase Order, OMNIAELECTRONICS SL may communicate in writing to the Supplier within a reasonable period of time, that it rejects them and, without prejudice to the rest of the rights that assist it, it may at its sole discretion demand to the Supplier the fulfilment of the Purchase Order by means of a rapid replacement or repair, as appropriate, of the rejected Products or a correction or correction of the rejected Services. If after one (1) year from the delivery date OMNIAELECTRONICS SL has not raised any objection, the Products or Services will be considered accepted.
3. The rejected Products may be returned to the Supplier, who must bear the impact and cost of the return.
4. All Services considered defective or that do not comply with any of the aspects guaranteed by the Provider will be re-executed in full at the Provider's expense and expense. In urgent cases, or if the Supplier fails to comply with its obligation to repair the defects, OMNIAELECTRONICS SL will have the right to adopt the necessary measures, at the Supplier's expense, to repair said defects by itself or by delegating the repair to a third party. OMNIAELECTRONICS SL will also be empowered to adopt all necessary or advisable measures to avoid or reduce damages. In both cases, OMNIAELECTRONICS SL will inform the Supplier as soon as reasonably possible. The Supplier's warranty obligations will not be affected by it.
5. OMNIAELECTRONICS SL reserves the right (without implying the obligation), prior notice, to inspect or test (by itself, by a third party designated by him or by the Client) the Products or Services, at any stage, before the delivery (included during the manufacturing or testing process). The Supplier must grant access to the premises and facilities that OMNIAELECTRONICS SL may reasonably require for said inspection.
6. The Supplier, in compliance with the provisions of the ISO 9001 standard, grants the right of access to OMNIAELECTRONICS SL, to the clients of OMNIAELECTRONICS SL and to the regulatory authorities to the applicable facilities areas and to the applicable documented information, at any level of the chain of supply.
7. The performance of tests or inspections, by OMNIAELECTRONICS SL, does not imply an acceptance of the Products and / or Services.
8. The performance of tests or inspections and the acceptance, by OMNIAELECTRONICS SL or the end user, will not be considered a waiver of demanding compliance with the legal or contractual obligations of the Supplier.

8. - Exclusion of liability

1. The Supplier will fully exempt OMNIAELECTRONICS SL and its assignees, subcontractors and Clients (the "beneficiaries") from all claims, responsibilities, legal actions, lawsuits, damages, losses, costs and expenses (including, but not limited to, legal costs in the form compensation) (i) that are formulated against the beneficiaries as a consequence of the breach or lack of execution by the Supplier of its obligations under the Purchase Order; (ii) and that result from death, injury, harm or damage to persons or caused properties to which has been contributed by negligence, action, default or omission on the part of the Supplier or its employees, subcontractors or agents.

2. The Provider accepts responsibility for any other claim, liability, legal action, demand, damage, loss, cost and expense (including, but not limited to, legal costs in the form of compensation) incurred by OMNIAELECTRONICS SL or the beneficiaries and that may be attributed to an action or omission on the part of the Supplier or its employees, subcontractors or agents or that derive from or are associated with the supply of the Products or the provision of the Services by the Supplier or arise in any other way due to a breach of the Purchase order.
3. OMNIAELECTRONICS SL will have the right to deduct the aforementioned items (to a reasonable degree) from any amount owed to the Supplier.

9. - Supply of counterfeit items

1. For the activities of OMNIAELECTRONICS SL it is essential to guarantee the supply of original and non-falsified goods, so the Supplier will guarantee OMNIAELECTRONICS SL the supply of new, authentic and unused goods (unless the supply of used goods is agreed in writing).
2. If within the scope of supply of an Order any part is described by a supplier part number or a product description, or specified by an industry standard, the Supplier will guarantee and ensure that the replacement parts that you supply meet all the requirements of the Order.
3. The Supplier may only purchase items directly from original component manufacturers or Dealers authorized by these (that is, franchisees). OMNIAELECTRONICS SL does not authorize the supply of articles with another origin, unless it has been previously agreed in writing with express reference to this clause. In this case, the Supplier must present convincing evidence that justifies the traceability of the supply (for example, documentation that authenticates the traceability in the supply chain of the parts to the original manufacturer) and includes all the measures taken to guarantee that the items purchased thus they are new, unused and authentic.
4. If Counterfeits or goods suspected of being Counterfeits are supplied by virtue of the Order or these are found in any of the goods delivered in accordance with this document, OMNIAELECTRONICS SL may, at its sole discretion, return the items, postage due, to the Supplier and the latter must replace them, postage paid, with items acceptable to OMNIAELECTRONICS SL in accordance with this clause, in the shortest possible time. On the other hand, in addition to the requirement of substitution, OMNIAELECTRONICS SL may hand them over to the authorities for investigation. The Supplier will be responsible for all costs related to the seizure, withdrawal, replacement and any other additional cost incurred to OMNIAELECTRONICS SL
5. OMNIAELECTRONICS SL reserves the right to withhold payment for any Order in which Counterfeits or goods that are suspected of being Counterfeits have been included and these have been returned to the Supplier or are under investigation, until the investigation is completed, takes carry out the replacement of the articles or the Supplier has paid the costs incurred to OMNIAELECTRONICS SL
6. The Supplier shall maintain a traceability method that guarantees the traceability of the supply chain to the manufacturer of all the items included in the Order. Such method will clearly identify the name and location of all intermediaries in the supply chain, from the manufacturer to the direct source of each item for the Supplier, and will include identification of the manufacturer's item consignment, such as date codes, lot numbers, serial numbers or other batch identifications.
In any case, the Supplier will keep at the disposal of OMNIAELECTRONICS SL during the validity period of the Purchase Order, or during the period in which OMNIAELECTRONICS SL may demand responsibility from the Supplier for the items delivered, all the documentation related to the certificates of compliance, Purchase Orders or agreements, as well as test and inspection data and / or supplier certificates from the original manufacturer or those authorized by it (that is, the franchisees). The Supplier will transfer these requirements to its own supply chain for all articles destined for OMNIAELECTRONICS SL

7. The Supplier is reminded that any conscious and deliberate act intended to falsify, hide or alter a material fact or any false, fraudulent or fictitious statement or affirmation, in relation to the execution of the work in accordance with the Order, may be punishable in accordance with the applicable laws and regulations.

10.- Force majeure or fortuitous event

1. Neither party will be liable to the other for possible delays or breaches of obligations as a result of an event of "force majeure" or "fortuitous event". For greater clarity, an event of this nature will be considered when it cannot have been foreseen by the affected party, is unavoidable and beyond its reasonable control and prevents the affected party from fulfilling its obligations, despite doing everything reasonably possible. Such events will include acts of terrorism, war or threat of war, natural phenomena, fires, explosions, epidemics, or government actions. Strikes (including general strikes) will not be considered force majeure events or acts of God.
2. The affected party must immediately notify the other party as soon as it becomes aware of the event and will do everything possible, to a reasonable degree, to resolve or minimize the effects of said event.
3. The suspension of contractual obligations will be maintained as long as the event of force majeure or fortuitous event remains.
4. If the said event continues for a period of time such that the Purchase Order is no longer useful for OMNIAELECTRONICS SL, OMNIAELECTRONICS SL will be empowered to resolve the Purchase Order, immediately, notifying it in writing, and neither party will have any right to claim against the other in relation to said force majeure event or fortuitous event.

11.- Resolution

1. OMNIAELECTRONICS SL will have the right to suspend or cancel the Purchase Order with respect to all or part of the Products or Services, at any time, by written notification to the Supplier. In this case, OMNIAELECTRONICS SL will pay the price of the Products or Services delivered, but not already paid, as well as a fair amount for the proven direct costs that have been reasonably incurred for the Products or Services finished and not delivered. However, this amount will not exceed in any case half the purchase price of the Products or Services finished and not delivered.
2. Notwithstanding the foregoing, before OMNIAELECTRONICS SL receives the Supplier's acceptance, OMNIAELECTRONICS SL may suspend, modify or cancel the Purchase Order without any cost or liability.
3. OMNIAELECTRONICS SL will have the right to resolve the Purchase Order, immediately and without liability to the Supplier, at any time, by notifying the Supplier: (i) if OMNIAELECTRONICS SL determines, in good faith, that the Supplier has breached the Purchase Order and, in case of a breach that can be corrected, if the Supplier does not correct it within the reasonable period of time granted by OMNIAELECTRONICS SL for it; or (ii) when, in the reasonable opinion of OMNIAELECTRONICS SL, an adverse event has occurred that may substantially affect the Supplier's ability to carry out its contractual obligations. In these cases, the Supplier will indemnify OMNIAELECTRONICS SL for all damages suffered as a result of the resolution of the Purchase Order.
4. The resolution of the Purchase Order will not exempt any of the parties from the existing obligations, accrued on the resolution date or prior to it.
5. For the avoidance of doubt, any resolution or cancellation of the Purchase Order will not affect the software licenses granted to OMNIAELECTRONICS SL or its Clients that remain in force.

12. - Guarantees

1. OMNIAELECTRONICS SL will not grant any advance without the Supplier previously presenting a guarantee for the advance with the format defined by OMNIAELECTRONICS SL
2. OMNIAELECTRONICS SL may request the Supplier to present guarantees to ensure the correct execution of the Purchase Order.

13. - Insurance

1. Notwithstanding its responsibilities, in accordance with the Order and without limitation in this regard, the Supplier must subscribe at its own expense and remain in force at all times during the validity of the Order (including the warranty period), with companies of recognized financial strength the corresponding insurance policies for an amount sufficient to cover the risks associated with the execution of the Purchase Order.
2. Liability release obligations will not be affected by the above-mentioned insurance obligations.

14. - Ethical code

1. OMNIAELECTRONICS SL considers compliance with its ethical code of utmost importance and, consequently, has developed a specific section applicable to all its suppliers and which is published on the OMNIAELECTRONICS SL website.
2. The Supplier is informed and agrees to abide by said Ethical Code for suppliers in all its terms.
3. The Supplier also accepts that OMNIAELECTRONICS SL may modify the said Ethical Code and it will be considered that it has been duly notified of the changes with the mere publication on the OMNIAELECTRONICS SL website of the new version of the Ethical Code.

15.- Health and safety at work

1. The Supplier will comply with all the regulations on health and safety at work applicable to the Purchase Order according to the current legislation of each territory.
2. The Supplier agrees to send, together with the equipment, materials or goods supplied the instructions in Spanish regarding the use, storage and other elements necessary for the adequate prevention of occupational risks derived from the use and handling of said equipment or materials.

16. - Environmental protection

1. The Supplier will comply with all applicable environmental regulations, adopt the best preventive measures and practices and, if necessary, correct actions that adversely affect the conservation of the environment.
2. Particular Conditions of the Purchase Order may reflect specific requirements of environmental regulation.

17. - Confidentiality and protection of personal data

1. The Purchase Order and any other information provided by OMNIAELECTRONICS SL are confidential. The Supplier must maintain in the strictest confidentiality the mere existence of the Purchase Order, as well as all the information (of whatever

- nature) disclosed in relation to OMNIAELECTRONICS SL, its Clients and partners or its commercial activities.
2. The use of such information will only be allowed for the execution of the Purchase Order. The Supplier will apply all reasonable safeguards measures (according to the highest standards) to protect confidential information.
 3. The Supplier will limit access to said confidential information, only to employees, agents or subcontractors who participate in the execution of the Purchase Order and must be aware of it.
 4. The Supplier may disclose the confidential information to other recipients who are not directly related to the execution of the Purchase Order, but must be aware of it (for example, auditors, consultants), provided that said parties are bound by confidentiality rules substantially similar to those of the Present.
 5. The Supplier will ensure that said employees, agents or subcontractors comply with the aforementioned obligations and will be responsible for any unauthorized disclosure.
 6. Except in the aforementioned cases, the Provider will not copy, or reveal any confidential information, without the prior written consent of OMNIAELECTRONICS SL
 7. The confidentiality obligations will continue to be applicable and will remain in force indefinitely, despite the resolution or expiration of the Purchase Order.
 8. If the Supplier had access to personal data owned by OMNIAELECTRONICS SL, as a consequence of the execution of the Purchase Order or by chance, the Supplier will guarantee that it will maintain the confidentiality of the said information (even after the resolution) and that it will not reveal it to third parties without the corresponding consent and, in addition, that they will abide by the applicable data protection laws and regulations.

18.- Various provisions

1. The Purchase Order (and its annexes, if any) constitutes the entire agreement between the parties and will replace, without effect, any prior communication, statement or agreement, both oral and written, in relation to the purpose of said Purchase Order.
2. The General Conditions and, where appropriate, the Particular Conditions prevail and replace any general contracting conditions and / or general clauses of the Provider presented in its Offer.
3. Applicable Legislation: the Purchase Order will be governed and interpreted in accordance with Spanish legislation.

19. - Special provisions only applicable to purchase orders related to certain products or services or to cross-border transactions with certain countries.

19.1 Purchase orders related to dual-use materials

1. The Supplier declares that it complies with all applicable export laws and regulations, among others, (a) the local legislation applicable to the Supplier; (b) the Spanish import license that may be required and issued in accordance with Law 53/2007 and Royal Decree 679/2014 for the control of foreign trade in military material and dual-use data and information (or any other law applicable or substitute); (c) applicable European export and / or import regulations (d) all applicable United States regulations governing exportation (including the International Arms Trafficking Regulations, Title 22, Code of Federal Regulations (CFR) parts 120 -130, Export Regulations, Title 15, CFR