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## 1. GENERAL

These terms and conditions of purchase exclude all other terms and conditions; any other general conditions of contract of the Supplier shall only be deemed to be accepted when BRALO S.A. has confirmed this in writing. Acceptance of the Supplier's supplies and services - and even payment therefor - does not imply approval of the Supplier's terms and conditions of sale.

## 2. INTERPRETATION

In these terms and conditions, the following words shall have the following meanings:

**"Company"**: BRALO S.A., with its registered address at C/ Milanos 12, Poligono Industrial La Estación, 28320 Pinto (Madrid), with TIN A-781058822, registered in the Companies Register of Madrid, in Volume 2290, Folio 170 and Page M-40375.

**"Goods / Products"**: Any product, including but not limited to goods, equipment and raw materials (including any part or parts thereof).

**"Order"**: The Company's written instructions to supply Goods or provide Services.

**"Services"**: The services (if any) that the Company has agreed to acquire from the Supplier.

**"Supplier"**: The person, company or business with whom the Order is placed.

## 3. CONCLUSION OF AND AMENDMENTS TO THE CONTRACT

1. Orders, contracts and schedules, and any amendment and extension thereto, must be put in writing.
2. Any form of verbal agreement following conclusion of the contract, in particular subsequent amendments and addenda to these terms and conditions of purchase, require written confirmation from the Company to be deemed valid. The terms and conditions of purchase of an agreement or Order remain in force until their renewal.
3. The written form requirement shall also be deemed to be met if an electronic document or fax is sent.
4. Price quotes are binding and must be provided free of charge, unless expressly agreed otherwise.
5. The Company may cancel the Order if the Supplier does not accept it within 2 weeks of receiving it.
6. Orders for delivery placed as part of a broader schedule or Order shall be binding if the Supplier does not reject them within 5 business days of receiving them.

## 4. SUPPLIER ACCEPTANCE OF THESE TERMS AND CONDITIONS

The shipment of materials or provision of Services by the Supplier after receiving the respective Order containing these terms and conditions of purchase shall be deemed to be proof of approval and acceptance hereof for all intents and purposes.

## 5. SUPPLY

1. Any deviations from the contracts and Orders issued by BRALO S.A. are only permitted if the Company has given its prior, written authorisation.
2. The dates and deadlines agreed upon shall be binding. The date used to determine whether the order has been fulfilled or the delivery date has been met is the date on which the Company receives the goods.
3. If the Supplier is responsible for installation or assembly, unless otherwise agreed, the Supplier shall bear all necessary additional costs, e.g. travel costs, the provision of tools and subsistence, without prejudice to other provisions.
4. If the agreed deadlines are not met, the legal regulations shall apply. If the Supplier anticipates any problems with manufacturing or obtaining any stock of materials, or if circumstances arise that may impede timely delivery with the agreed quality, the Supplier must inform the Company immediately.
5. The unreserved acceptance of goods or a Service outside the agreed time, shall not imply a waiver of the right to file a claim for compensation for any losses and damages arising from the delay; this provision shall apply until the full amount owed by the Company for the goods or service in question has been paid.
6. In principle, partial deliveries are not permitted, unless the Company has given its express authorisation or they are reasonable.
7. With regard to quantities, weights and measures, notwithstanding any other tests, the values obtained in the incoming goods inspection shall prevail.



## 6. INSPECTIONS, TESTS AND AUDITS

1. The Supplier must perform its own inspections and tests before delivering the goods or Products, to ensure that they meet all of the requirements specified in the Order. The Company reserves the right to inspect the goods or Products included in the Order and to request any necessary tests, which shall be paid for by the Supplier. For this purpose, it shall be freely able to access the Supplier's facilities. Performing these inspections and tests shall not affect, in any way, the Supplier's responsibility to fulfil its obligations related to the Order.
2. The Company shall have the right to conduct audits, with in-house or external staff, in relation to the fulfilment of the terms of the Order. The Company shall give prior written notice that it is conducting an audit at least 10 calendar days before the work commences. The Supplier shall allow the audit team to access its facilities and offices and all documents related to the Order and any associated activities.
3. For the supply of certain types of goods, the applicable purchase specifications shall require a test certificate, normally in accordance with section 3.1 of the latest version of standard EN 10204. This report contains the results of the property testing requested by the Company to the Supplier. These certificates are considered an important part of the shipment. For this reason, if they are not included with the goods or service, acceptance of the shipment may be delayed, with the material remaining in quarantine until those certificates are received.

## 7. SUBSTANCES IN PRODUCTS

The Supplier warrants that it shall meet the requirements of the prevailing version of the EU's REACH Regulation on chemicals (Regulation (EC) No 1907/2006 of 30/12/2006) — hereinafter referred to as the REACH Regulation — and, in particular, that the substances have been registered. Under the terms of the REACH Regulation, we are not obliged to obtain official approval for any item supplied by the Supplier.

Moreover, the Supplier warrants that it shall refrain from supplying any items that contain substances that are listed in:

- Annexes 1 to 9 of the prevailing version of the REACH Regulation;
- the prevailing version of Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants); 5/9
- the prevailing version of Regulation (EC) 1005/2009 on substances that deplete the ozone layer;
- the prevailing version of the Global Automotive Declarable Substance List (GADSL) (available at [www.gadsl.org](http://www.gadsl.org));
- RoHS Restriction of Hazardous Substances Directive (2002/95/EC) for products, according to its scope.
- The provisions of EU Regulation 765/2008/EC must be complied with.

If items being supplied contain substances included in the "Candidate List of Substances of Very High Concern" ("SVHC List") under REACH, the Supplier must report this without delay. This shall also apply if, during ongoing deliveries, substances that were not previously included are added to this list. The current list can be found at <http://echa.europa.eu>.

Furthermore, the items being supplied must not contain asbestos, biocides or radioactive material.

If the items being supplied contain these substances, you must inform us in writing prior to the delivery, stating the substance and its ID number (e.g. CAS) and attaching the current safety data sheet of the item being supplied. The delivery of these supplies shall require the Company's approval.

The Supplier must hold us harmless from any liability arising from a breach of the aforesaid regulations by the Supplier and it must compensate us for any damages that we suffer as a result of/in relation to that breach of the regulations by the Supplier.

## 8. SHIPPING NOTIFICATION AND INVOICE

The instructions included in the Orders and delivery schedules sent by the Company shall be valid. The invoice must always be sent to the address printed on the contract, stating the invoice number and all other specifics; the invoice must not be included with the shipment.

The following must be recorded in the invoices: The correct BRALO S.A. product code for the materials supplied, the delivery note number and date, the recipient company, the supplier number, the order number, account and code (information that appears in BRALO S.A.'s Orders/Delivery Schedules).

## 9. PRICES. DISCOUNTS. PAYMENT TERMS

1. Unless expressly agreed otherwise, the agreed prices shall be deemed to be fixed prices, including packaging and delivery. The Supplier is not authorised to unilaterally increase the prices, not even in the case of long-term supplies or ongoing business relations. Invoices shall be issued in the currency in which the Company places the Orders.
2. Payments shall be made within 60 days of delivery. If the Company receives the invoice before the delivery, payment shall also be made within 60 days of delivery.
3. The Company reserves the right to offset the sums that it is owed against the sums it owes to the Supplier at any time.

## 10. QUALITY. WARRANTY

1. The Supplier shall ensure that its supplies and Services meet the legal and contractual requirements, in particular with regards to the environment, quality and the absence of defects.
2. In the event of any defective supplies or Services, or any other breach of contract or the obligations, the Company may avail itself of the rights granted to it by law, including the right to receive compensation, including compensation in lieu of performance, without any limitation and with no restrictions arising from liability ceilings or minimum damages (de minimis clauses, accumulation clauses, etc.).
3. Remediation also includes the removal of the defective Goods and the installation of repaired/new Goods that are free of defects, if the Goods - according to their nature and intended use - were installed, attached or connected differently to other goods.
4. The Company reserves the right to file a claim for defects, even if we are not aware of the defect due to gross negligence. Furthermore, the

Company reserves the right to file a claim for defects if, in the case of ongoing deliveries, it has given its approval for mass production on the basis of an original sample or a sample with any changes.

5. If, as a result of repeated defective deliveries, in particular those within the scope of ongoing supply contracts, it becomes necessary to carry out a more thorough inspection than normal of the incoming Goods, at the Company's request, the Supplier shall inspect all outgoing Goods, at its own cost, or it shall bear the costs of all incoming Goods being inspected on the Company's premises. In the event of special circumstances (such as, for example, an especially high percentage of defects), from the moment a defective delivery occurs for the first time, the Supplier shall inspect all outgoing Goods, at its own cost, or it shall bear the costs of all incoming Goods being inspected on the Company's premises, at the Company's request. If all Goods are to be inspected (inspection of incoming and outgoing goods), the Company and the Supplier must reach an agreement about the duration of this measure.
6. A complaint regarding defective quality or incorrect quantities shall be deemed to be made in a timely manner when notification has been given within a time frame that is appropriate for the circumstances of a well-run business. Any complaint made regarding a defect within ten business days of the Goods being received or, in the case of hidden defects, within ten business days of it being discovered, shall be deemed to be made in a timely manner.
7. The Company's obligation to inspect the Goods is limited to defects that are detected in an external examination, which also includes the delivery documents (for example, damage during transport, incorrect delivery or with too few items), during an inspection of incoming Goods or in the event of a quality control inspection.
8. The Company shall check functionality within a short period of receiving notification of readiness for operation. In the case of systems and devices with complex programs, we reserve 30 days to check their functionality. If, for technical or organisational reasons, the Company is unable to verify functionality itself, we reserve all rights in the event of the checks performed by another company giving cause for complaint. Otherwise, the provisions of the law shall apply.
9. If the results of the functionality checks are not positive, the Company shall have the rights set forth in subsection d).
10. Notwithstanding any functionality tests, other checks performed or the approval or authorisation of models, samples, etc., the Supplier shall continue to be subject to all contractual obligations, without limitation. In particular, the Company does not waive its warranty rights.
11. The limitation period shall be 48 months following the transfer of risk; in the case of construction work and the provision of other works, it shall be 60 months after the works have been accepted. The limitation period shall be suspended when the Supplier receives a complaint from the Company about the defect, in writing or by fax.

## 11. POINT OF DELIVERY

Point of Delivery shall mean the place where the Goods must be delivered or the service must be performed according to the Order.

## 12. TERMINATION AND WITHDRAWAL

In addition to the general reasons for terminating a contract due to a serious breach of the obligations arising from the contract and, where applicable, due to latent faults or defects in the item being sold or supplied, the Company may withdraw from or terminate the contract with immediate effect if:

- a substantial decline in the Supplier's financial ratios occurs or there is a risk of it occurring and, consequently, there is a risk of the Supplier failing to fulfil its supply obligations to the Company;
- all or part of the item(s) being sold or supplied is lost prior to delivery, even if due to an accident that was not foreseen by the Supplier or was not its fault, although in the case of a partial loss, the Company may choose to claim the existing part by paying the proportional part of the total agreed price;
- when the Supplier is in breach of the essential contractual obligations;
- when the Supplier's economic or financial position declines to such an extent that it jeopardises the Supplier's ability to fulfil its contractual obligations;
- when enforcement measures are imposed on the Supplier's assets, or when bills of exchange or cheques are noted or protested, or when similar proceedings occur; or
- upon the termination of the ongoing supply contract with our client for whom we are acquiring the Goods, irrespective of the legal reason;
- when we are able to purchase equivalent Goods from another company under more favourable conditions and the Supplier fails to restore the competitiveness of the Goods within a reasonable period of time; or
- when the Supplier suspends its business activities or such a suspension is imminent.

If the contract is terminated (whatever the reason), the Supplier must return all materials provided or delivered to it to the Company, at its own expense, provided that they have some value, and all items owned by the Company.

If the Supplier has agreed to deliver a specific quantity of Products or provide a specific service, the Company shall not be obliged to accept part thereof. If the Company accepts the partial delivery, it may terminate the contract for the remaining part or request fulfilment of the contract in relation thereto.

If the Supplier fails to deliver the item being purchased or supplied or it fails to perform the Service within the specified time, the Company may request the fulfilment thereof or the termination of the contract, with compensation for any damages caused by the delay in both cases.

## 13. CONFIDENTIALITY

1. The Supplier must maintain the confidentiality of the conditions of the Order, and any information and documents provided to it for this purpose (excluding those already in the public domain), using them solely for the purpose of fulfilling the Order. In particular, the Supplier shall refrain from using any specifications and technical documents that it receives from the Company for the manufacture of the item being supplied, for purposes other than the respective contract. It shall

also refrain from reproducing them or allowing third parties to access them.

2. This obligation shall remain in force for ten years after the contract is terminated.
3. At the Company's request, or after the Order has been fulfilled, the Supplier must immediately return any documents provided to it, destroy any copies and irreversibly erase any electronic media, sending written confirmation of this to the Company.
4. The Supplier shall refrain from referring to its business relationship with the Company in its advertising material, on the internet, in presentations, etc., unless it has prior, written authorisation to do so from the Company.

## 14. COMPLIANCE

1. The Supplier agrees to comply with the applicable legal provisions regarding the treatment of workers, protecting the environment and occupational health and safety, and to adopt any measures necessary to reduce the harmful effects of its activities on people and the environment. For that purpose, to the extent possible, the Supplier shall implement and develop a management system that complies with standard ISO 14001. Furthermore, the Supplier shall abide by the principles of the United Nations Global Compact Initiative. Those principles essentially concern the protection of international human rights, the right to maintain collective bargaining, the elimination of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, environmental responsibility and preventing corruption. Further information about the United Nations Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).
2. If the Supplier repeatedly breaks the law despite receiving the corresponding warning, and it fails to demonstrate that it has remedied the violation of the law to the extent possible and taken the appropriate measures to prevent it in the future, we reserve the right to terminate any existing contracts without prior warning.

## 15. SAFEGUARD CLAUSE. CONTRACT LOOPHOLES

1. If any of these provisions were to be or become void, this would not affect the validity of the remaining conditions or the validity of the contract.
2. If (i) the contract or these general terms and conditions of purchase were to contain any legal loopholes, or if (ii) the invalidation of a provision were to create a legal loophole that could not be filled through operative legal provisions, said loopholes shall be filled by deeming the parties to have accepted the legally valid clause that the

parties to the contract would have agreed upon pursuant to the purpose of the contract and these general terms and conditions of purchase if they had been aware of the legal loophole.

## 16. FORCE MAJEURE

1. The existence of force majeure, industrial disputes, business interruptions where no party is at fault, riots, administrative measures, epidemic outbreaks, pandemics, epidemics, endemics or anything else of a similar nature declared by the competent authorities, any intervention or act ordered by a government or competent authority that results in the restriction of individual rights such as confinements, quarantines, declarations of a State of Alert, Emergency or Siege or any other similar or equivalent measures and all other unavoidable events, release the Company from its obligation to accept deliveries on the agreed date, while those circumstances persist. Furthermore, while those circumstances persist and for two weeks after they end, the Company shall have the right to cancel all or part of the contract, notwithstanding its other rights, provided that the duration of those circumstances is not insignificant and its supply needs are substantially reduced due to any sourcing from other suppliers made necessary by those circumstances.
2. The provisions of section 15.1. above also apply to any industrial disputes.

## 17. JURISDICTION; APPLICABLE LEGISLATION

The whole text of the present document has been written in Spanish and English, both versions being deemed authentic, but for legal purposes the text in Spanish is to be given priority of interpretation.

Any dispute regarding the interpretation and performance of these Agreements shall be submitted solely to the courts of the city of Madrid. This contract is subject to Spanish law to the exclusion of conflicting laws. The Uniform Laws on International Sales of the Hague, the United Nations Convention on Sales and all other existing Conventions related to sales are also not applicable.