

## **1.- DEFINITIONS**

1. In these General Terms and Conditions of Business (hereinafter T&CBusiness), the following terms shall have the meanings indicated:
2. "Buyer": Burdinola S. Coop.
3. "Supplier": Any physical person or legal entity with whom the Buyer makes an agreement or who sells them "products and/or services".
4. "Products and/or services": means products, or part of them, and/or services covered by the agreement, as described in these T&CBusiness and, where applicable, in the written order confirmation made by the Buyer (hereinafter P and/or S).
5. "Delivery": completing the supply and making the P and/or S available to the Buyer in Buyer DDP conditions (Incoterms 2010).

## **2.- GENERAL**

1. All P and/or S purchases made by the Buyer are subject to these T&CBusiness, unless otherwise specified. Any other conditions or agreements that have not been expressly accepted in writing by the Buyer shall have no legal value or standing.
2. The signing of any order, agreement, contract, etc. means the Supplier waiving their own general terms of sale and/or any other stipulation, and accepting these T&CBusiness.
3. These T&CBusiness shall be considered to have been communicated to the Supplier from the moment that the Supplier receives a request from the Buyer, accompanied by these T&CBusiness or their forwarding to the web page on which the T&CBusiness are located. Alternatively, the Supplier shall be considered to have been notified, if they have previously received them in the course of their business relationship with the Buyer, considered to have been accepted by the Supplier in this case for all purposes on accepting the order.
4. In the event that the competent Courts declare any provision of these T&CBusiness void, this shall not affect the other provisions in the T&CBusiness, which shall remain in force. In this event, the parties shall negotiate and try to reach agreement on the text of an alternative article to replace the invalid provision, the aim and content of which should be as similar as possible to the previous one.

5. In the event of non-compliance by the Supplier with any of the general or specific conditions of purchase, the Buyer can always opt, at their discretion, between enforcing compliance and terminating the agreement.
6. Any type of change, modification or addition to the order that the Supplier seeks to introduce after the initial order shall require written confirmation from the Buyer.
7. P and/or S orders are considered binding once requested by the Buyer and accepted by the Supplier.

## **3.- DELIVERY TERM. PENALTIES**

1. The Supplier shall deliver the P and/or S within the term established, ensuring their fulfilment.
2. The expiry of the delivery term shall entitle the Buyer to demand damages, refuse the supply of the P and/or S, suspend the fulfilment of any obligation, including payment, or even request its termination.
3. The delivery term shall start to be calculated from the day following the confirmation date of the order made by the Buyer.
4. If the P and/or S are not delivered within the deadline, the Supplier shall be obliged to pay the Buyer compensation equivalent to 5% of the amount of the order for each week of delay, without prejudice to the fact, at the same time, the Supplier additionally needs to compensate the Buyer for any other damages that a delay may entail.
5. Deliveries and/or partial provision shall only be allowed when the parties have expressly agreed this. However, the payment shall only be payable from the date on which a supply or delivery is fully completed in accordance with the request made.

## **4.- WORK AND PROVISION OF SERVICES**

1. When an order includes the carrying out of work or provision of services, the Supplier, at their expense, is required to insure against civil liability for any damages and losses that may be caused by them or their staff to people or property owned by the Buyer or third parties during the time taken to fulfil the agreement. The same applies if an order includes the supervision of work or assembly.
2. The Supplier must document the contracting and validity of the aforementioned insurance, with a minimum limit per claim of 300,000 Euros (covering operation, management,

finished work and liability for defective P and/or S) and a minimum limit per victim of 300,000 Euros for work accidents, incurring a breach of contract otherwise.

3. The Supplier also undertakes to give full and timely observance to all obligations of an administrative, fiscal or employment nature that may be applicable in the fulfilment of an order, whether this is carried out at their own facilities and works or at the facilities of the Buyer.
4. The Supplier must document the obligations outlined above for the Buyer, when the Buyer requires it, incurring a breach of contract otherwise. The Supplier exempts the Buyer from any liability for the breach of the above obligations and, consequently, undertakes when necessary to leave the Buyer alone and protected against any potential claims or demands.

#### **5.- TRANSFER OF OWNERSHIP AND RISKS**

1. The Buyer shall acquire the ownership, as soon as the Supplier has delivered the P and/or S to the Buyer
2. Except where the agreement provides otherwise, the delivery conditions shall be DDP (Incoterms 2010), at the Buyer's place of business, or wherever the Buyer specifies in the order.

#### **6.- PRICE**

1. The price in euros shall be that specified in the order and be in Buyer DDP conditions (Incoterms 2010), with the Supplier being obliged to carry out the delivery for the said amount, with VAT, duties and other taxes included. The price shall be fixed and may not be altered for any concept, with the Supplier not having the right to receive any supplementary payment or amount of any kind for its execution.

#### **7.- PAYMENT CONDITIONS**

1. Unless there is a written agreement to the contrary, the price shall be paid by the Buyer to the Supplier within 30 days following the delivery of the entire product and/or service, technical documentation or any other type that should accompany it, in accordance with these terms or conditions or imposed by the legislation in force, all of which should be checked and provided that BURDINOLA has

received the invoice that meets all related requirements.

#### **8.- TERMINATION**

1. In cases where the Supplier fails to fulfil any of their obligations or there is reasonable doubt about whether they will carry out their obligations under the terms agreed upon, the Buyer shall be authorised to terminate the agreement. All of the above is without prejudice to any of the Buyer's other rights, in particular the right of recovery of all damages suffered, including all court and out-of-court expenses.
2. If the termination was attributable to the Buyer, the Buyer shall pay the Supplier the amount for the work carried out and receivable, in addition to the damages caused and duly accredited, with a maximum limit of 4% of the price of the work pending execution.
3. The Buyer may at any time suspend all or part of the order by written communication to the Supplier. If the Buyer suspends or cancels an order for reasons not attributable to the Supplier, the Buyer shall pay them the amount for work carried out and received and, in addition, any damages that may have been caused, with a maximum limit of 4% of the outstanding price to pay.

#### **9.- WARRANTIES**

1. The Supplier guarantees all P and/or S supplied for a period of 24 months from delivery to the Buyer, their incorporation into the production process or their use by the Buyer's customers, whichever occurs last.
2. The warranty consists either of the repair or replacement (at the option of the Buyer) of defective P and/or S or material or manufacturing defects. Costs from disassembly, packing, loading, transport, customs, fees, etc., originating up to the delivery of the P and/or S to the Buyer under the conditions agreed in these T&C Business, shall be at the expense of the Supplier.
3. The Supplier shall be liable to the Buyer and/or third parties for any loss, direct or indirect damages or consequential damages arising from or related to the order, including accidents to persons, damages to goods other than those covered by the order or loss of profits.
4. Any P and/or S repaired or replaced shall have a warranty of 24 months from their

repair or replacement, under the terms stipulated in these T&C Business.

5. If the Supplier does not initiate their replacement or repair within five (5) days following the day on which this was requested by the Buyer, or has not completed this action within the period allowed for this purpose, the Buyer shall be able to remedy them directly, with their own personnel or by means of third parties, charging this to the Supplier, who undertakes to pay this within thirty (30) days following the request for it, or by deducting the amount from any amounts outstanding.
6. The Supplier guarantees that the P and/or S provided are in accordance with the contractual documentation and other rules and regulations applicable, even when not expressly described in the order.
7. The Buyer shall be able to offset any amount that is owed to them by the Supplier against invoices pending payment to the Supplier.

#### **10.-LIABILITIES**

1. The Supplier shall be responsible for all direct or indirect damages caused to the staff and/or goods of third parties, including the Buyer, which may be caused as a result of the supply, including for merely informative but not restrictive reasons, loss of production, lost of profit, downtime costs, breakdowns in P and/or S, others, or equipment other than P and/or S by the Buyer or third parties, etc.
2. Additionally, the Supplier exempts the Buyer from all claims by third parties in regard to personal and material damage, provided that the cause is due to the product and/or service provided.
3. The Supplier shall have liability insurance for products and services, with a minimum coverage of 3,500,000 EUROS for personal/material damage, with the potential claim from the Buyer not being limited by this minimum coverage.
4. The Buyer may require documentary proof of the existence of this insurance at any time and confirmation of the payment of the corresponding premium.

#### **11.-CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

1. The intellectual and/or industrial property of the Buyer's brand, the order, the information attached to it, the P and/or S and the elements, plans, drawings, "software", etc.,

incorporated into or relating to them, belong to the Buyer, as a result of which their use, total or partial copying or transfer of use to third parties is expressly prohibited by the Supplier for purposes other than the completion of the order, without the express prior consent of the Buyer.

2. All of the intellectual and industrial property rights arising from or related to the information provided or prepared by the Buyer shall continue to be held by them, unless agreed otherwise, with the Supplier not being granted any type of right or licence with respect to the information or material transmitted.
3. The content and obligations of this section shall remain in force indefinitely, even after the termination of the contractual relationship.
4. The Supplier transfers all of its intellectual and industrial property rights to the Buyer, particularly copyright and patent rights corresponding to the creations, plans, drawings, specifications and documents, procedures, methods, products, inventions, etc. prepared or developed for the execution of the work. The transfer of the aforementioned rights shall not have any time limit or be affected in any way by the termination or expiry of the contractual relationship and shall be understood to have been included in the price charged by the Supplier.

#### **12.-TECHNICAL INFORMATION**

1. The scope of supply and characteristics of the P and/or S shall be those defined in the order confirmation.
2. Any measure or dimension set by the Buyer must be considered as fixed and unable to be changed by the Supplier
3. Whenever the Buyer specifies the P and/or S with precise specifications or a certain way of manufacturing, the Supplier shall execute the P and/or S in accordance with these specifications, with it being the obligation of the Supplier, given their special expertise, to monitor and/or validate this information, and to draw the attention of the Buyer in the event that the information provided is wrong, inaccurate or incomplete.
4. The Supplier shall indemnify the buyer in respect of all costs and damages of any kind that are generated as a result of the manufacture of P and/or S not in accordance with the technical characteristics and information provided by the Buyer, or when

incurred as a result of infringement of patents, trademarks or designs, of industrial and intellectual property, or even when the Supplier fails to fulfil the obligation to draw the attention of the buyer to possible errors or inaccuracies in the information provided

### **13.-TRANSFER OR SUBROGATION**

1. The Buyer shall be authorised to subcontract the full or partial execution of the P and/or S to third parties and may transfer all or part of their rights and obligations, including appointing a third party substitute to fulfil their obligations.
2. The Supplier may not assign, transfer or pass on any rights and obligations arising from the legal relationship between the parties to third parties, including credit rights, unless there is prior, written authorisation from the Buyer. This authorisation does not exempt the Supplier from any of their obligations, and the Supplier shall be jointly and severally liable to the Buyer and any third party for any obligations assumed by the subcontractor.

### **14.-INSOLVENCY**

1. In the event that the Supplier is declared to be in a situation of bankruptcy, suspension of activities, insolvency, administrative receivership or similar, dissolution, liquidation, or transfer of all or part of its assets, the Buyer may terminate any agreements by giving written notice, without prejudice to any other rights of the Buyer, such as the recovery of all damages and losses suffered.

### **15.-FORCE MAJEURE**

1. The parties shall not be responsible for the defective execution or non-execution of any agreement due to force majeure.
2. Force majeure shall be understood to be any circumstance which is beyond the control of the parties, which prevents them from carrying out their obligations.

### **16.-NOTIFICATIONS**

1. Any communication made between the parties shall be made in writing, by mail, or electronically, to the registered address of the parties, taking effect within 24 hours after it has been sent

### **17.-APPLICABLE LAW AND LEGAL JURISDICTION**

1. All of the agreements covered by these T&C Business and any dispute or difference arising between the parties shall be subject to the jurisdiction and exclusive competence of the courts and tribunals of the Buyer, all without prejudice to the right of the Buyer to commence judicial proceedings in any other competent jurisdiction.
2. The applicable law shall be that of the court having the jurisdiction to hear the dispute between the parties.