

GENERAL TERMS AND CONDITIONS OF PURCHASE



1. General Provisions

The legal relationship between the Customer and the Supplier shall be governed by the following terms and conditions, notwithstanding any specific agreements that may be reached between the parties. For the purposes hereof, "Supplier" shall mean the entity to which the purchase order is issued and which is identified thereon, and "Customer" shall mean INECFI, S.L., the company issuing the purchase order.

Any modification or termination of any of these General Terms and Conditions of Purchase shall be set forth in the specific terms of the contract or purchase order, by written agreement signed by both parties.

In the event of any conflict or inconsistency between these General Terms and Conditions of Purchase and the specific terms set forth in the Contract/Purchase Order, the individually agreed terms shall prevail over these General Terms and Conditions.

Likewise, any specification inserted by the Supplier in its delivery notes, invoice or any similar document exchanged between the parties shall not apply in the event of a conflict unless expressly accepted in writing by the Customer.

A declaration of nullity of any of these clauses, including this one, shall not affect the validity of the remaining General Terms and Conditions, but shall simply result in the substitution of the annulled provision by the applicable legal provision.

All materials used in the manufacture of parts shall comply with government and safety restrictions on restricted, toxic, or hazardous materials, as well as with the electrical and electromagnetic standards applicable in the country of manufacture and sale. The Supplier shall be obligated to supply the products in compliance with all legal obligations imposed on it by any applicable regulations and shall be liable for any breach thereof.

2. Order Acceptance

The purchase order shall automatically become a contract upon receipt by the Customer of the duplicate copy of the purchase order accepted and signed by the Supplier and shall come into force once the corresponding quality tests have been passed.

The document may be issued electronically or by any means that allows proof of its receipt.

The Supplier shall return the accepted and signed copy within 5 days of the date thereof. The commencement of

the execution of a purchase order or the acceptance of any payment relating thereto without complying with this requirement shall imply unconditional acceptance of all the stipulations thereof, excluding any contrary indication not accepted in writing by the Customer.

Additionally, the Customer reserves the right to reject late acceptance and to consider the contract as not formalized.

All terms, conditions and specifications included in or attached to the Supplier's offer, to which no express reference is made in the purchase order, shall be null and void. The mere mention of the offer in the purchase order shall not annul this clause. Likewise, the Supplier's terms and conditions of sale shall be null and void. The contractor acknowledges and accepts the Customer's general terms and conditions and undertakes to comply fully therewith.

3. Delivery of Goods

Delivery of the goods shall be made 100% on time on the date and at the place specified by the Customer. The goods shall conform to the agreed technical specifications (including the corresponding documentation) and shall meet the quality requirements contained in the SUPPLIER QUALITY SYSTEM REQUIREMENTS MANUAL, which the Supplier acknowledges and accepts. The Supplier undertakes to bear the cost of any additional tests, analyses or procedures necessary to comply with the delivery conditions.

Failure to meet the agreed delivery deadlines shall entitle the Customer to either cancel or reduce the order and, in both cases, to claim the appropriate damages for breach of contract. The Customer shall not be liable for any compensation for losses, damages or other harm caused to the goods prior to their receipt.

All material shall be adequately packaged and shall be shipped in accordance with the terms agreed in the purchase order, guaranteeing the lowest transportation cost and without incurring any additional costs for the Customer, except as expressly stipulated in the contract.

Each delivery shall be accompanied by all legally required documentation relating to the products and any documentation requested by the Customer based on the established requirements. The documentation must be up-to-date and accurately reflect the product, with the Supplier being responsible for the aforementioned correspondence and updating.

The labels of all packaging units shall comply with the Odette-galia standard and correctly identify the goods supplied, reference, quantity, and traceability.

In the event of an excess quantity, differences in characteristics or any other error in the product supplied by the Supplier, the Customer may return such material, deducting the costs from the respective invoice. Furthermore, the Customer is not obliged to pay for products or services that do not correspond to those expressly requested in the purchase order.

The Customer is not obliged to accept partial delivery of the order and, if it does so, the order shall be deemed to be perfected only when full compliance with the agreement has been achieved.

In the event of force majeure or extraordinary circumstances beyond the Customer's control, such as strikes, lockouts, measures taken by the Authorities, etc., which affect the Customer or its buyers and prevent the receipt of the product supplied by the Supplier, the Customer's obligation to receive the order shall cease for the duration of the situation, without the Supplier being entitled to claim any damages.

In the event of failure to meet the delivery deadline set forth in the Purchase Order, INECFI may (i) request an urgent delivery at the Supplier's expense; (ii) apply a penalty for delay equivalent to a maximum of 5% of the value of the product or service in question (unless otherwise expressly agreed), and (iii) terminate or cancel outright, in whole or in part, by written notice, any order that is not delivered on time, without prejudice to any other rights and remedies.

4. Safety Stock

In cases where INECFI requires it, the agreed-upon safety stock shall be maintained. The existence of this safety stock may be verified by the Customer at any time. In case of any discrepancy, the Customer may charge an amount equivalent to the value of the uncovered stock.

5. Mercancías Defectuosas y Modificación de Mercancías

El Proveedor garantiza de manera absoluta los productos que suministra. Cualquier control que realice INECFI, S.L. sobre los productos no anula esta garantía del Proveedor. Si se detecta un defecto en una mercancía, se comunicará esta circunstancia por escrito al Proveedor, quien deberá responder en un plazo máximo de 24 horas. El Proveedor indicará en un plazo máximo de 7 días si el Cliente debe devolver la mercancía al Proveedor o destruirla. En ambos casos, todos los gastos correrán por cuenta del Proveedor, sin perjuicio de las indemnizaciones a las que haya lugar.

El Proveedor se compromete a corregir los defectos observados o cualquier incumplimiento de las especificaciones indicadas en los puntos anteriores lo antes posible, asignando prioridad a estas tareas. Si el Cliente debe subsanar el defecto, los costes correrán a cargo del Proveedor.

El Proveedor no podrá modificar el producto o servicio objeto del Contrato (incluyendo cambios en sus especificaciones, diseño o materiales), los procesos de producción ni el lugar de fabricación sin el previo consentimiento por escrito del Cliente y de acuerdo con lo establecido en el MANUAL DE REQUISITOS DEL SISTEMA DE CALIDAD PARA PROVEEDORES.

El Proveedor se compromete a mantener vigente un seguro que cubra daños, lesiones y responsabilidad civil por productos defectuosos y su retirada, a su propio costo y sin ningún gasto para el Cliente. El Cliente podrá solicitar al Proveedor información sobre la cobertura de la póliza.

En caso de que la responsabilidad del Proveedor no esté asegurada, este será personalmente responsable de todos los daños que puedan causarse a INECFI.

6. Tools and Fixtures

Tools and fixtures paid for by the Customer shall be exclusively used for the manufacture of the products supplied to INECFI, S.L. Such tools and fixtures shall remain the property of the Customer and shall be made available to the Customer immediately upon request. The Customer may, when deemed appropriate, visit the Supplier's facilities to inspect the condition of the tools and fixtures, or to conduct process or plant audits.

The Customer shall deduct 1% of the price of the tool or fixture for each week of delay beyond the agreed completion date attributable to the Supplier.

Additionally, the Supplier shall be liable for any damages claimed by any of the Customer's customers due to the Supplier's breach.

The Supplier shall, at its own expense, repair, maintain, and if necessary, replace the tools and fixtures to ensure supply throughout the life of the part.

Acceptance of the tools and fixtures shall be based on the acceptance of the first samples (see subsequent section), and subsequent payment shall be subject to the signing of the loan agreement.

7. First Samples

For newly manufactured parts, the Supplier shall submit first samples to the Customer's Quality Department at no cost to the Customer, clearly identified. These samples must be accompanied by the initial sample report, according to the format agreed with INECFI, S.L. (which the Supplier declares to know), along with certificates of quality of the raw material and sheet metal samples in the case of steel parts, dimensional tests, functional tests, etc., as agreed in the Initial Sample Submission document, which the Supplier declares to know and accept.

For production parts, the Supplier shall send the Customer, along with the first samples, a control plan and a manufacturing synopsis (according to the Initial Sample Submission document) which must be accepted by the Customer.

Once the Customer has verified, through the procedures and tests it deems appropriate, that the parts/materials meet all requirements, and after its acceptance, serial supply may begin according to the schedule/orders sent by INECFI, S.L.

8. Payment Terms

Unless otherwise stipulated in the specific order conditions indicated on the front side:

- Payment shall be made by check/bank transfer sixty days after receipt of the material in the case of series material.
- The payment date is the 25th of each month.
- The price includes all expenses, such as transportation and packaging. Any reservation of title clause by the Supplier shall be null and void.
- Payment shall be made in the currency determined in the contract and, failing that, in euros.

9. Confidentiality

All studies, plans, projects, drawings, documents, and parts provided by the Customer to the Supplier shall be the exclusive property of the Customer, shall be considered confidential, and consequently the Supplier undertakes not to lend, use, or make copies of the same without the prior written consent of the Customer. The Supplier shall also not provide to any third party, under

any circumstances, parts constructed in accordance with the aforementioned plans or specific instructions.

The Customer reserves all copyrights in relation to the technical material described in the preceding paragraph. Any assignment of exploitation rights that does not have written form shall be null and void. The Customer reserves the right to request the return of the technical documentation whenever it deems convenient and to claim damages for breach of this provision, being able to terminate the commercial relationship with the Supplier.

The Supplier shall provide the Customer with the "Safety Data Sheet" according to Directive 91/155/EEC - ISO 11014 1 for products that require it. Likewise, the Supplier undertakes not to use the Customer's commercial, mercantile, or any other data without the Customer's permission, nor to disclose any kind of information about the product supplied. Nor shall it advertise or disclose directly or indirectly any relevant information without the Customer's consent.

The Supplier shall comply with the provisions of the applicable laws and regulations governing the Protection of Personal Data.

The personal data provided as a result of the Contract between the Supplier and the Customer shall be subject to strictly confidential treatment by the Supplier for the purpose of maintaining the business relationship.

The Supplier shall take appropriate technical and organizational measures to protect the data and systems of INECFI S.L., and shall prevent their accidental or unlawful destruction, loss, alteration, and unauthorized access.

10. Civil Liability

The Supplier shall be liable for supplying products in accordance with the drawings, technical specifications, or other conditions required by the Customer, and shall indemnify the Customer for all costs incurred due to defects or deficiencies attributable to the supplied parts. This indemnity shall be without prejudice to any further damages that may be claimed.

The Supplier represents and warrants that it maintains adequate civil liability insurance. In the event that the Supplier's liability is not fully covered by insurance, the Supplier shall be personally liable for all damages caused to INECFI.

The Customer shall have a right of recourse against the Supplier in the event that the Customer is required to pay any sum of money or replace any part, if such obligation is attributable to a breach by the Supplier.



The Supplier warrants that it does not infringe any Intellectual Property Rights and shall indemnify the Customer against any claims arising from such infringement.

11. Governing Law and Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Barcelona, Spain. The parties expressly waive any other jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Spain, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12. Prohibition of Assignment and Subcontracting

The Supplier shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Customer. The Customer shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Supplier. Consequently, the Customer shall not make any payment to any third party to whom the Supplier has assigned its rights under this Agreement without the Customer's prior written consent.

13. Order Cancellation

Orders may be canceled in whole or in part, without cause, but with prior notice to the Supplier through the usual communication channel in the relationship with the Customer, whether by email, telephone or similar. Prior notice shall be deemed to have been given upon receipt of the Supplier's response to the notification or upon the expiration of 24 hours from the sending of the communication. Once communicated and within the same 24-hour period, the Supplier shall cease any work destined for the fulfillment of the Order, in order to avoid incurring costs. The Customer shall not reimburse for work in progress or raw materials that exceed what is established in the canceled Order, nor for undelivered goods that are normally held as inventory by the Supplier or that can be easily reintroduced into the market.

14. Warranty

The applicable product warranty law shall apply unless expressly agreed otherwise. In any case, the Supplier warrants to the Customer that (i) the goods, services or facilities supplied comply with the technical specifications,

quality standards, quantities, studies and labels provided by the Customer pursuant to the Order; (ii) that the goods have no manufacturing defects and the material is suitable, new and of the highest quality, the Supplier being aware of the use to which the Customer will put it **and guaranteeing that it will be sufficient to achieve the objective**, without affecting the applications or uses; and (iii) that the goods do not infringe any intellectual property rights. It is guaranteed that the Supplier will carry out the appropriate functions for the verification of the goods and it is established that the signature or discharge stamp of the goods does not imply final acceptance, nor the fulfillment of the delivery obligation by the Supplier, since after delivery the Customer's quality department will verify the goods, without prejudice to the Supplier's liability for any defects and/or damages that may be observed in the products.

15. Severability

If any provision of these General Terms and Conditions or of the Order is held to be invalid or unenforceable for any reason, such provision shall be reformed or eliminated to the minimum extent necessary so that the remaining provisions of the Order shall continue in full force and effect. The Parties agree to replace such provision with a valid provision that comes as close as possible to the intent of the original provision.

ORDER ACCEPTANCE

The Supplier hereby accepts this order and agrees to the terms and conditions set forth herein.

(For signature by Authorized Representative and return to Customer)

Signature and company seal:

City, State, and Date:

Order number: