

1.Scope

- 1.1 These General Conditions of Purchase apply to all submitted offers, confirmed orders, sales, supplies, provisions, deliveries of goods and provision of services made by the SUPPLIER to PASEK ESPAÑA S.A.U and to any operation or service related to the main transactions in which PASEK ESPAÑA S.A.U is the customer, the purchaser or the acquirer.
- 1.2 Where the SUPPLIER submits an offer to PASEK ESPAÑA S.A.U or PASEK ESPAÑA S.A.U places an order or contracts with the SUPPLIER in any other way, it will be considered that the latter has fully accepted the conditions herein without reservations and in their entirety, without the possibility to refer to its own contractual conditions of sale.
- 1.3 The acceptance of deliveries, supplies or provisions of services, where appropriate, from the SUPPLIER, and even their payment, will not involve approval of the SUPPLIER's conditions of sale in any case.
- 1.4 PASEK ESPAÑA S.A.U's General Conditions of Purchase are acknowledged and accepted by the SUPPLIER and are part of the contract or order requested by PASEK ESPAÑA S.A.U, and they will be available on the website of the company for the knowledge and implementation thereof in their current latest version for any supplier or third party that may contract with PASEK ESPAÑA S.A.U.
- 1.5 The SUPPLIER's General Conditions of Purchase will not apply, unless approved in writing by PASEK ESPAÑA S.A.U, where they differ from the conditions herein.
- 1.6 Should PASEK ESPAÑA S.A.U accept in writing the SUPPLIER's General Conditions of Purchase and these differ from what is set in the conditions herein, PASEK ESPAÑA S.A.U's will prevail over the SUPPLIER's, overriding any clause contrary to the conditions herein, which will always apply.
- 1.7 These conditions for an agreement, program or order will remain in force until further notice.

2.Conclusion of the Contract and Orders

- 2.1 The SUPPLIER's offers will specify the quantities and quality of the products, unit prices and applicable totals, the logistical costs assumed and the agreed delivery dates.
- 2.2 The offers submitted to PASEK ESPAÑA S.A.U are valid since their issue until the date on which PASEK ESPAÑA S.A.U places the order, regardless of what is established in the offer
- 2.3 Once PASEK ESPAÑA S.A.U has received the offer, this will not be altered; thus, the SUPPLIER's requests to cancel or alter the offer or change it in any way will not be taken into consideration, unless PASEK ESPAÑA S.A.U approves such change in a written document and signs it.
- 2.4 Offers may be accepted by PASEK ESPAÑA S.A.U by issuing a written order. After 15 days since the receipt of the offer, without any reply from PASEK ESPAÑA S.A.U, the offer will be considered rejected.
- 2.5 Orders will specify the approved quantities and qualities of the products and their delivery conditions, the applicable prices, the payment conditions, the delivery dates and other conditions required by PASEK ESPAÑA S.A.U (full names, contact persons, dates, SUPPLIER's correlative nº and other data furnished by PASEK ESPAÑA S.A.U in the corresponding data sheet, etc.).
- 2.6 The scope of the supplies and services will only include those indicated by PASEK ESPAÑA S.A.U in the order. Any other not explicitly included in the order approved

by PASEK ESPAÑA S.A.U that may be necessary for its optimal execution will be at the SUPPLIER's expense and they will be considered included in the offer accepted by PASEK ESPAÑA S.A.U.

- 2.7 The order placed by PASEK ESPAÑA S.A.U must be confirmed by the SUPPLIER within 8 days maximum and the latter shall return a signed and seal copy thereof stating the delivery date, within 8 days maximum since its issue. Order confirmations and other supplier's communications or other verbal agreements not meeting these conditions of purchase and involving changes therein, will be only admitted or valid where PASEK ESPAÑA S.A.U. expressly confirms the changes in writing.
- 2.8 PASEK ESPAÑA S.A.U may revoke the order at any time until the receipt of the written confirmation of the order or until the issue of the delivery note.
- 2.9 Once the order has been confirmed, PASEK ESPAÑA S.A.U will issue the delivery note for the product, work or services, where appropriate.
- 2.10 Delivery orders placed in the framework of a program or a larger order from PASEK ESPAÑA S.A.U will be always binding for the SUPPLIER, once it has received them.
- 2.11 The contracts, programs and orders issued by PASEK ESPAÑA S.A.U in writing will be firm and final for the SUPPLIER where PASEK ESPAÑA S.A.U sets so and they may not have alterations, corrections or deviations made by the SUPPLIER, save for those requested and authorized by PASEK ESPAÑA S.A.U in writing.
- 2.12 The following documents of PASEK ESPAÑA S.A.U are an integral part of this contract: the quality agreement, the manual and instructions on occupational safety, the manual on environmental protection, the manual on social responsibility, the manual on logistics and the delivery and packing rules of PASEK ESPAÑA S.A.U, the code of conduct, the policy on data protection and criminal prevention and any other that PASEK ESPAÑA S.A.U may add from time to time. The SUPPLIER states and accepts that it has had access to such documents and undertakes to faithfully comply with such rules with the maximum level of diligence applicable to companies.

3.General- and restricted-use materials

- 3.1 Materials, parts, containers, packagings, models, samples, casts, equipment, tools and, in general, any kind of material made available to the supplier for using it in the performance of the contract (the material) which are provided by PASEK ESPAÑA S.A.U are its exclusive property and will remain its property.
- 3.2 The SUPPLIER shall keep them with the maximum diligence of a reasonable business person for three (3) years in the same conditions in which they were upon the completion of the first production series and it shall have them at the disposal of PASEK ESPAÑA S.A.U until the latter requires its return or destruction.
- 3.3 The SUPPLIER shall clearly mark the materials property of PASEK ESPAÑA S.A.U.
- 3.4 The SUPPLIER shall return the materials in the same condition in which it received them with the appropriate improvements.
- 3.5 The SUPPLIER shall underwrite an insurance policy that covers the value of such material including the maximum covers.
- 3.6 The SUPPLIER shall only use these materials for the performance of the contract and it shall not use them for a purpose other than the agreed one nor put them at the disposal of third parties.

- 3.7 The SUPPLIER will assume the risks and expenses resulted from transporting the material to its warehouses and back to PASEK ESPAÑA S.A.U's.
- 3.8 The transformation of such materials and the assembly of such parts will be exclusively made by PASEK ESPAÑA S.A.U.
- 3.9 In the case of products manufactured using materials and parts property of PASEK ESPAÑA S.A.U, together with other products property of the SUPPLIER or third parties, it is expressly agreed that PASEK ESPAÑA S.A.U will retain the title thereon and a retention right on the final products for the value of the provided material, according to the declared value provided by PASEK ESPAÑA S.A.U in the invoice.
- 3.10 The SUPPLIER shall guard the final products for PASEK ESPAÑA S.A.U and they shall be at the disposal of PASEK ESPAÑA S.A.U during the term set in these conditions with right of retention and disposal.
- 3.11 All the material used by the SUPPLIER in the manufacture of products or provision of services, where appropriate, will meet the legal and safety regulations on restricted, toxic or dangerous uses, as well as the electrical and electro-magnetic rules that apply in Spain and in the SUPPLIER's country and they will meet the rest of pertinent regulations in force.
- 3.12 The SUPPLIER shall establish selective waste collection systems for electrical products and any other regulated products, as well as their transportation to authorized waste treatment centers, where appropriate.
- 3.13 The SUPPLIER shall defray the expenses to manage and dispose at the factories and waste treatment centers the waste existing in the premises of PASEK ESPAÑA S.A.U, related to their products or services, where appropriate.
- 3.14 The SUPPLIER shall inform PASEK ESPAÑA S.A.U about the criteria for a proper environmental management of the product manufactured for PASEK, the return system and the collection of materials supplied by PASEK ESPAÑA S.A.U.
- 4. Conditions of performance**
- 4.1 The SUPPLIER will undertake to sell and deliver the specified products and to provide the agreed services in accordance with the requirements of PASEK ESPAÑA S.A.U, following the quantity and quality rules that may be specified in the contract.
- 4.2 The SUPPLIER guarantees that it is not bound by any commitment incompatible with the obligations assumed against PASEK ESPAÑA S.A.U.
- 4.3 PASEK ESPAÑA S.A.U will have the exclusive right to purchase the products or services, where appropriate, as a whole or as part of a product or system manufactured or assembled by PASEK ESPAÑA S.A.U and to market it in the same way.
- 4.4 Any change in the subject matter of the contract must be approved by PASEK ESPAÑA S.A.U in writing.
- 4.5 PASEK ESPAÑA S.A.U will provide the Supplier with a forecast for every period it deems appropriate, indicating the quantity of required Products or services, where appropriate, it expects to request during the course of such period.
- 4.6 The SUPPLIER will be bound to have the production capacity to deliver a quantity equal to the one contained in the forecast communicated by PASEK ESPAÑA S.A.U. The communication of forecasts by PASEK ESPAÑA S.A.U does not guarantee minimum orders.
- 4.7 The packaging of products is included in the SUPPLIER's price and they will not be returned, except otherwise agreed.
- 4.8 The SUPPLIER is not permitted to deliver partial supplies, unless authorized by PASEK ESPAÑA S.A.U in writing.
- 4.9 In case of new technology added to the product or services provided, where appropriate (for example, software, hardware...), which are part of the subject matter of supply, including documentation, it will be considered as included in the price given by the SUPPLIER. PASEK ESPAÑA S.A.U is entitled to use such technology, under exclusive license, to the entire extent thereof for the agreed purposes or for its main business activity. PASEK ESPAÑA S.A.U is also entitled to make a security copy, even if it has not been expressly agreed.
- 4.10 If the SUPPLIER has taken charge of the arrangement or assembly, the SUPPLIER shall defray all the necessary additional costs, staff, allowances, travel expenses, etc. unless otherwise agreed with PASEK ESPAÑA S.A.U in writing.
- 4.11 The SUPPLIER shall carry out appropriately and timely, on its own account and under its responsibility, the preparatory works necessary for PASEK ESPAÑA S.A.U according to the conditions and terms agreed with its customers.
- 4.12 The SUPPLIER's staff shall be duly qualified. PASEK ESPAÑA S.A.U will not be held liable for this staff, their works or their legal and labor obligations. Such persons will not have any kind of connection with PASEK ESPAÑA S.A.U, nor may lodge any claim against PASEK ESPAÑA S.A.U. Should they do so and PASEK ESPAÑA S.A.U is condemned, such sentence shall be under the responsibility and at the expense of the SUPPLIER which is bound to hold PASEK ESPAÑA S.A.U harmless from any cost it may have been imposed. The works executed by such staff at the premises of PASEK ESPAÑA S.A.U's work center must meet the provisions of PASEK ESPAÑA S.A.U's rules and conditions. PASEK ESPAÑA S.A.U will not be liable for accidents such staff may have at the premises of the work center.
- 4.13 The SUPPLIER will be responsible for providing and meeting the risk plans related to the area where deliveries, works or services are going to be executed, as well as the established emergency plans. The SUPPLIER shall obtain at its own expense and under its responsibility all the necessary permits and authorizations so the deliveries, works and services executed by PASEK ESPAÑA S.A.U are in accordance with the applicable regulations. The SUPPLIER shall give information at all times about the current laws corresponding to technical issues regarding safety, construction and any other type of regulations that are relevant for the performance of the contract or these general terms and conditions. The SUPPLIER is bound to cooperate with PASEK ESPAÑA S.A.U for the perfect development of the works and finishing of the final products and materials delivered, personal safety, goods, technique, etc.
- 4.14 The SUPPLIER shall perform its obligations in accordance with the best market practices and no tolerance range between the undertaken obligations and the delivered ones must exist.
- 5. Delivery conditions**
- 5.1 The SUPPLIER shall deliver to PASEK ESPAÑA S.A.U the ordered products, works or services, where appropriate, and the necessary documentation (drawings, plans, specifications, etc.) and the appropriate planning for the works so PASEK ESPAÑA S.A.U can execute its operations properly and with no interference.

- 5.2 Products, works or services, where appropriate, and documents must be delivered in good condition and within the agreed deadline. The deadline is considered an essential part of the SUPPLIER's contract.
- 5.3 The products, works or services, where appropriate, shall be delivered at place (DAP), unless otherwise set by PASEK ESPAÑA S.A.U in writing, at the facilities of PASEK ESPAÑA S.A.U (Incoterms 2010, ICC), in the designated country (if no country is designated, at its main headquarters), according to the definition given by the INCOTERMS in the current version.
- 5.4 The SUPPLIER shall put the merchandise at the disposal of PASEK ESPAÑA S.A.U in due time and manner at its premises.
- 5.5 Every delivery of goods will be inexcusably accompanied by the corresponding delivery note, which must include the order number and other data requested by PASEK ESPAÑA S.A.U. In case the shipping of material is comprised by several packages, they must clearly identify which one contains the delivery note, by means of the corresponding list of packages inventoried product by product.
- 5.6 The delivery dates will be those expressed in the orders. PASEK ESPAÑA S.A.U will be entitled to modify the schedule of the delivery dates for onerous or justified urgency reasons.
- 5.7 The date of performance of the delivery or provision date will be the date on which PASEK ESPAÑA S.A.U effectively receives the product, works or service, where appropriate, in its entirety.
- 5.8 Should SUPPLIER foresee difficulties in the production or previous stockpile of materials or should circumstances hindering the supply occur, the SUPPLIER shall immediately report it to PASEK ESPAÑA S.A.U's department.
- 5.9 PASEK ESPAÑA S.A.U shall give instructions for taking action, without prejudice to applying the corresponding objective penalty and PASEK ESPAÑA S.A.U's possibility to terminate the contract, if the delay entails damage to its activity.
- 5.10 In the event of failing to deliver a Product on the agreed delivery date, the Supplier shall pay a contractual 1%-penalty on the value of the delayed order per each week of delay, up to a maximum of 30%, without prejudice to other claims for damages.
- 6.Verifications of faults**
- 6.1 PASEK ESPAÑA S.A.U will not accept the supply of products, works or services, where appropriate, involving differences in quantity or quality with respect to the order and the production samples approved by PASEK ESPAÑA S.A.U.
- 6.2 PASEK ESPAÑA S.A.U may conduct prior production and quality tests at the SUPPLIER's premises during ordinary business hours according to the general practice in the production sector. PASEK ESPAÑA S.A.U may inspect the supplier's premises in which the set tests will be conducted, as well as the quality of materials and the manufacturing of products. PASEK ESPAÑA S.A.U shall notify the inspection to the Supplier with sufficient and reasonable notice. The inspections and tests may not interfere in the execution of the agreed works.
- 6.3 Before delivery, PASEK ESPAÑA S.A.U may conduct tests on weighting, quantity measuring, quality and periods.
- 6.4 PASEK ESPAÑA S.A.U reserves the right to check the quantity and the quality of the products, works or services after final delivery at the agreed premises of PASEK ESPAÑA S.A.U, within a reasonable period starting from the approved receipt thereof.
- 6.5 PASEK ESPAÑA S.A.U may conduct the inspection of the delivered product as soon as this may be possible within the ordinary course of its business, within a reasonable period since the receipt of the product or services at its premises.
- 6.6 PASEK ESPAÑA S.A.U shall immediately report to the Supplier any dissatisfaction due to breakdowns, faults or delays. If they are evident, upon the delivery thereof or within the following 7 business days. If they are not evident, within 30 business days following the correct receipt thereof.
- 6.7 The unreserved acceptance of a supply or service out of the agreed period will not imply any kind of waiver of the actions to demand indemnity or compensation for damages as a result of the delay or faults they might have.
- 6.8 The rejection of a product will imply that the SUPPLIER shall immediately replace it with a new product, work or service or the establishment of any other actions to PASEK ESPAÑA S.A.U's discretion.
- 6.9 The weights and dimensions, quantities and qualities indicated in the offer, catalogues, data sheets or other documents of the SUPPLIER are always exact values.
- 6.10 With regard to quantities, weights and measures and quality, the obtained values will be governed by the incoming goods inspection at the premises of PASEK ESPAÑA S.A.U. Where the goods are settled according to weight, the only valid weight will be the one registered at our own scale.
- 6.11 The agreed dates and conditions of delivery will be binding for the SUPPLIER and essential for the contract.
- 6.12 If the acceptance tests show that the product deviates from PASEK ESPAÑA S.A.U's requirements, the SUPPLIER shall ensure that the product meets the agreed standards. In such case, new tests will be conducted upon PASEK ESPAÑA S.A.U's request.
- 6.13 The SUPPLIER will assume all the expenses derived from the conduction of the acceptance tests that may be conducted at the place of manufacture until the products meet the agreed standards and the preservation during the agreed warranty period.
- 6.14 Unless otherwise expressly agreed in writing, PASEK ESPAÑA S.A.U will not admit any quantity different from the quantity set in the order and it reserves the right to return any quantity received with which it is not satisfied in terms of quality or quantity.
- 7.Warranty**
- 7.1 The SUPPLIER warranties the products, works or services supplied and will rectify any fault or error thereon. The warranty period will be twenty-four months since the products or services have been received by PASEK ESPAÑA S.A.U.
- 7.2 Should PASEK ESPAÑA S.A.U, in accordance with the previous clause, find faults or irregularities or simply the products or services do not meet the quality or quantity set by PASEK ESPAÑA S.A.U, these will be subject of claim by PASEK ESPAÑA S.A.U since their detection within the term set above since the verification of the previous clause.
- 7.3 In the event faults were detected after such period for reasons not attributable to PASEK ESPAÑA S.A.U, the SUPPLIER will not challenge the claims for faults lodged by PASEK ESPAÑA S.A.U on the grounds of being untimely and it shall assume the effects thereof.
- 7.4 PASEK ESPAÑA S.A.U will have against the SUPPLIER all the legal powers consumers have against sellers, in accordance with the provisions set by the Consumption Law and ancillary laws.

- 7.5 PASEK ESPAÑA S.A.U reserves the right to choose the type of remedy – delivery, repair or settlement. The SUPPLIER may not refuse the type of remedy chosen by PASEK ESPAÑA S.A.U, unless it involves features impossible to execute or exceptionally disproportionate costs.
- 7.6 If the SUPPLIER meets its remedy obligation by means of replaced delivery or provision, it will be considered fulfilled once PASEK ESPAÑA S.A.U has received the new products or service to replace the faulty ones, then proceeding to return them at the expense and risk of the supplier and reserving the right to pass on the resulted inspection and analysis expenses.
- 7.7 If the SUPPLIER meets its remedy obligation by means of repair, this must be executed at the premises of PASEK ESPAÑA S.A.U, or at others, always at the SUPPLIER's risk and expense. It will be considered fulfilled once PASEK ESPAÑA S.A.U has received the fully repaired products or services duly provided to replace the faulty ones.
- 7.8 If PASEK ESPAÑA S.A.U accepts such remedies, the new products or services replacing or repairing the faulty ones must be put at the disposal of PASEK ESPAÑA S.A.U in full title and without reserves.
- 7.9 Should PASEK ESPAÑA S.A.U not approve the repair works, the Supplier shall compensate or refund the repair expenses, which may be offset against any amount due to the SUPPLIER by PASEK ESPAÑA S.A.U.
- 7.10 Should the SUPPLIER fail to meet its obligations, PASEK ESPAÑA S.A.U may, at the expense and risk of the SUPPLIER, execute or contract a third party to execute the appropriate repairs, whose costs will be borne by the SUPPLIER.
- 7.11 If the SUPPLIER meets its remedy obligation by means of damages, it will be settled once PASEK ESPAÑA S.A.U has been paid for the costs incurred in for the repair, the halt in the production or sales and other damages related to the delivery of the faulty items.
- 7.12 The rights derived from the existence of material faults lapse after two years, unless the law sets a longer limitation or the product supplied has been used, within its normal use, for the construction of a building and causes its deficiency. The limitation period starts on the date of receipt of the new, repaired or replaced product.
- 7.13 The SUPPLIER shall have available spare parts for the products or services during the term of this contract and for five years after the delivery of the last product specified in the contract. The prices of spare parts will be in accordance with PASEK ESPAÑA S.A.U's price list.
- 8. Product liability**
- 8.1 The SUPPLIER is liable for the supplied products to the full extent of its diligence for minor and objective fault and for act of God.
- 8.2 The SUPPLIER is liable for the expenses, costs, indirect or direct, consequential and moral damages, with regard to the delivery of the faulty or delayed product or service to PASEK ESPAÑA S.A.U. PASEK ESPAÑA S.A.U will report to the SUPPLIER any possible liability.
- 8.3 PASEK ESPAÑA S.A.U shall be in contact with the SUPPLIER for an efficient implementation of the pertinent corrective measures, unless this information and participation is not possible for special urgency reasons. Should PASEK ESPAÑA S.A.U assume the cost of the checking due to clients' complaints, this cost will be borne by the SUPPLIER.
- 8.4 In the event PASEK ESPAÑA S.A.U is held liable for a product or service supplied by the SUPPLIER, the latter will be directly and jointly and severally liable with PASEK ESPAÑA S.A.U against the third party, provided the fault in the supply has been attributed to the SUPPLIER or its collaborators.
- 8.5 The SUPPLIER shall be liable for all the costs in which PASEK ESPAÑA S.A.U has incurred as a result of intellectual property third-party claims. In such cases, the SUPPLIER shall assume the defense of the proceedings as well as all costs and expenses, including those derived from possible legal actions, attorney fees, fees and other procedural costs.
- 8.6 The SUPPLIER will be bound to have a sufficient cover provided by the Product or Service Public Liability Insurance ordered by PASEK ESPAÑA S.A.U. The SUPPLIER shall be the policy holder and the insured. In each delivery or service note for PASEK ESPAÑA S.A.U, it shall be recorded as a beneficiary thereof in case of an eventual loss.
- 8.7 In case of claims from subcontractors of the SUPPLIER, the SUPPLIER shall hold PASEK ESPAÑA S.A.U harmless from possible claims and shall require them to waive any kind of direct or subsidiary action against PASEK ESPAÑA S.A.U, as an open list and, for instance, the action 1597CC and similar.
- 9. Storage of materials and products**
- 9.1 The SUPPLIER shall make sure that all the references marked in the orders have a stock of the materials and products manufactured by PASEK ESPAÑA S.A.U.
- 9.2 The total financial volume of stock for which the SUPPLIER is responsible must be three months of supply over the average product supplied the previous year.
- 9.3 All the deliveries of material in stock must attach the delivery note, specifying the consumed material as well as the consumptions of the previous month and the remaining in the warehouses.
- 9.4 If as a consequence of the consumptions communicated between the parties and filling the delivery programs, the SUPPLIER observes that the Stock levels considerably vary with respect to the agreements, it may contact PASEK ESPAÑA S.A.U's Planning Department to take the appropriate measures.
- 9.5 In no case the SUPPLIER shall substantially get ahead the planned quantities.
- 9.6 In such exceptional cases in which the SUPPLIER groups with others to produce economical batches, it shall obtain PASEK ESPAÑA S.A.U's express consent to also group the deliveries getting ahead the monthly quantities planned.
- 10. Price fixing**
- 10.1 The prices offered by the SUPPLIER are considered fixed for the entire term of the contract and will not be subject to revision, except for changes authorized in writing by PASEK ESPAÑA S.A.U.
- 10.2 The prices indicated in the offer will be considered DAP (INCOTERMS 2010 ICC) at PASEK ESPAÑA S.A.U's warehouses. The price will not include taxes.
- 10.3 The product risk will be borne by the SUPPLIER until it is received by PASEK ESPAÑA S.A.U at its own premises, regardless of its proprietor. In case of doubt, such clause will be interpreted in accordance with the INCOTERMS in their latest current version.
- 11. Payment conditions**
- 11.1 The payment indications made in the orders or delivery programs issued by PASEK ESPAÑA S.A.U will be valid.
- 11.2 The SUPPLIER shall issue the invoice in the form approved by PASEK ESPAÑA S.A.U and it shall sent it

to the printed address provided in each case, stating the number of the invoice and other characteristics (products, prices, conditions and acceptance of the general conditions of purchase). The invoices must always contain the number of our order.

- 11.3 The invoice must mention the correct name of the PASEK ESPAÑA S.A.U's references with regard to the supplied materials, the number and date of the delivery note, the recipient company, the number of the SUPPLIER, the order number, the account and the key (details contained in PASEK ESPAÑA S.A.U's Orders which the SUPPLIER undertakes to observe).
- 11.4 The invoice will be directly sent by mail to the mailing address provided by PASEK ESPAÑA S.A.U and an electronic copy thereof will be sent in advance to the administration department.
- 11.5 The invoice must not be attached to the shipping of the goods or provision of the service. The invoice must be separately submitted immediately after the delivery of the goods or the provision of the service, which means that it must not be attached to the shipping.
- 11.6 Once the SUPPLIER's invoice has been received, PASEK ESPAÑA S.A.U will start the approval process thereof, provided all the conditions of the agreement have been met and once the receipt has been checked. In the case of supplies or services that have been provided during the one-month period, the invoice will be submitted on the 5th business day of the following month, at the latest.
- 11.7 Once the invoice and the goods have been checked, PASEK ESPAÑA S.A.U will initiate the payment order. The payment will be made, unless otherwise agreed, net 60 days from the invoice's date by bank transfer. The invoices that are not received within the agreed term will be considered issued in the next month.
- 11.8 Should PASEK ESPAÑA S.A.U grant special payment conditions to the Supplier, PASEK ESPAÑA S.A.U will be entitled to cancel them at any time and apply the usual payment conditions.
- 11.9 A breach by the SUPPLIER of any of its obligations will entitle PASEK ESPAÑA S.A.U to stop performing its obligations until the outstanding obligations are settled or guaranteed.
- 11.10 PASEK ESPAÑA S.A.U will be entitled to pass on to the SUPPLIER the expenses resulted from this halt (staff reorganization, rental of auxiliary means, etc.).

12. Retention of title

- 12.1 The products or services delivered by the SUPPLIER will be the property of PASEK ESPAÑA S.A.U since the moment of the order, retaining the express title thereon since such moment.
- 12.2 The SUPPLIER cannot sell the products to a third party, since a right of special disposal is created thereon, being the SUPPLIER bound to execute all the necessary actions for the efficaciousness of such covenant.
- 12.3 PASEK ESPAÑA S.A.U will have superior lien, priority and preference on the product in the being manufactured, and it will be able to recover products from the estate of a bankruptcy or a similar proceeding and from third-party proceedings against any creditor.

13. Term and termination

- 13.1 These general conditions will apply upon the signing of the order or contract.
- 13.2 They will remain in force during the entire term of the contract and, after its termination, for the maximum period permitted by the law with regard to confidentiality, use of information, exclusiveness and

non competition and intellectual property protection and return.

- 13.3 PASEK ESPAÑA S.A.U will be entitled to terminate the contract by written notice, at any time, where any of the following causes occur:
- a) The material breach of any of the obligations by virtue of this contract, false information or documentation furnished or any of the causes set in the agreement or the breach of any other point of the contract.
 - b) Shutdown, temporary receivership, winding up, bankruptcy, liquidation, judicial receivership, pre-receivership, receivership or any other similar proceedings, under any right, for the payment of the SUPPLIER's creditors.
 - c) The SUPPLIER financial relations are or are threatened to be substantially deteriorated and as a consequence there is a risk that the SUPPLIER does not meet its payment obligation with respect to PASEK ESPAÑA S.A.U.
 - d) The subject matter of the supply is totally or partially lost before its delivery, even due to an unforeseen accident or if it is not the SUPPLIER's fault, although in case of partial loss, PASEK ESPAÑA S.A.U may opt for claiming the existing part and retaining its price accordingly to the agreed total.
- 13.4 PASEK ESPAÑA S.A.U may request the enforcement or termination of the contract, including compensation, in each case, for the damages the delay may have caused. The differences so detected may lead to the cancellation of the Contract, the reduction or the decrease of the amount to be paid accordingly to such difference.
- 13.5 The differences so detected may lead to the cancellation of the Contract, the reduction or the decrease of the amount to be paid accordingly to such difference.

14. Assignment

- 14.1 The SUPPLIER shall not assign, subrogate or transfer, totally or partially, to third parties the rights and/or obligations resulted from the contract with PASEK ESPAÑA S.A.U, without the latter's express consent in writing, bearing in mind that the supply of the products is made on a strictly personally basis and with PASEK ESPAÑA S.A.U's trust in the SUPPLIER and the persons holding key positions in the company, including its legal representation.
- 14.2 This contract will be automatically terminated by written notice sent by PASEK ESPAÑA S.A.U where the provision set in the foregoing paragraph is breached, as well as for any other way, explicit or hidden, of termination, modification, dissolution, transformation, sale, assignment or transfer of the SUPPLIER's rights and obligations derived from this contract and which has not been approved by PASEK ESPAÑA S.A.U.
- 14.3 PASEK ESPAÑA S.A.U may terminate this contract with immediate effect, by just notifying it as provided in the contract, if there is any significant change in the title of the shares of the SUPPLIER or the persons mentioned in section 14.1. or those holding the position of director or other key posts in the company that may affect its relationship with PASEK ESPAÑA S.A.U.

15. Force majeure

- 15.1 In the event of force majeure, the contractual obligations may be suspended without involving any compensation between the parties.
- 15.2 The existence of force majeure causing interruptions in the business activity in which the parties

- have not acted or failed to act and other unavoidable events, will exempt PASEK ESPAÑA S.A.U, while these circumstances exist, from the obligation to pay the deliveries not made on the agreed date.
- 15.3 Likewise, while such circumstances exist and after two weeks following the start of the situation, PASEK ESPAÑA S.A.U will be entitled to totally or partially terminate the contract, subject to its remaining rights, or to propose a schedule to the SUPPLIER for the execution of the services and deliveries according to the duration and complexity of the situation, which the latter shall accept and faithfully execute.
- 15.4 If, for reasons beyond PASEK ESPAÑA S.A.U's control, there is an incident or situation forcing to suspend the execution of the works, PASEK ESPAÑA S.A.U will receive from the SUPPLIER financial compensation for the lost hours, staff travelling, allowances, immobilization of equipment and tools, etc. covering the financial loss such unscheduled suspension may cause.
- 15.5 If for reasons beyond PASEK ESPAÑA S.A.U's control, the SUPPLIER decides to permanently suspend the execution of the services due to the impossibility to execute them or for an analogue justified proven cause, it shall accept a schedule for the orderly suspension thereof.
- 15.6 In any case, the SUPPLIER shall financially compensate PASEK ESPAÑA S.A.U for the total damages resulted from that permanent suspension.
- 16. Documentation and information**
- 16.1 All drawings, plans, technical documents and other documentation furnished to the SUPPLIER (the documentation), with regard to the products, works or services to which the SUPPLIER might have access are the exclusive property of PASEK ESPAÑA S.A.U and they must not be assigned or licensed or used or exploited beyond the provisions set in the contract or the order subject matter of these terms.
- 16.2 The SUPPLIER will possess such documentation as a deposit and it shall return it to PASEK ESPAÑA S.A.U upon the conclusion of the contract, works or collaboration.
- 16.3 The documentation furnished or any other technical information to which the SUPPLIER has had access may only be used for the purpose for which it was specifically made available. Any other use will be considered non authorized and illegal for all purposes.
- 16.4 The SUPPLIER shall clearly mark the documentation property of PASEK ESPAÑA S.A.U, in order to distinguish it from any other and it shall retain the documentation it has been furnished with by virtue of the contract until PASEK ESPAÑA S.A.U requires its return or destruction and it shall provide the drawings, designs and plans of the products and parts manufactured.
- 16.5 The information and documentation may not be copied, reproduced, transmitted, spread or communicated to third parties and it will be subject to the confidentiality conditions described.
- 16.6 Any other type of commercial or technical information that PASEK ESPAÑA S.A.U has made available to the SUPPLIER must not be accessed by third parties, and in the company of the SUPPLIER it may only be made available to individuals whose intervention is necessary for the use of the information in order to make the delivery to PASEK ESPAÑA S.A.U and which are likewise bound by the same confidentiality obligation.
- 16.7 PASEK ESPAÑA S.A.U reserves all the rights on such information and documentation, including the right to claim intellectual property rights and the right to apply for intellectual property rights, such as patents, utility models, semiconductor protection, etc., to the extent required.
- 16.8 The products or services that have been executed according to documents or projects furnished by PASEK ESPAÑA S.A.U, such as drawings, models and such, following PASEK ESPAÑA S.A.U's confidential data or using PASEK ESPAÑA S.A.U's original tools or copies thereof must not be used by the SUPPLIER for its own use or for supplying third parties.
- 16.9 The SUPPLIER shall observe professional secrecy and confidentiality with regard to all the information it might have known or accessed to, whether technical, commercial or financial, related to this agreement and its performance.
- 16.10 The SUPPLIER that may receive this kind of documents shall not make them available, totally or partially, to third parties, and it shall only use them for the purposes set in the contract. Confidential information provided by PASEK ESPAÑA S.A.U must not be disclosed by the SUPPLIER, not even after the termination of the contract, until the expiration of the maximum period set by the law during which this obligation remains in force.
- 16.11 The confidentiality obligation will be likewise extended to the SUPPLIER's employees and collaborators and those authorized persons who need to access such information for the performance of the supply.
- 16.12 The SUPPLIER shall not represent, manufacture, sell or promote any kind of product or service similar to the one manufactured for PASEK ESPAÑA S.A.U, or that may be concurrent or competitive therewith, nor shall execute any kind of activity against the interests of PASEK ESPAÑA S.A.U insofar as the contract is in force and for two years following its termination, unless it has, in any of those cases, PASEK ESPAÑA S.A.U's express authorization in writing.
- 17. Intellectual property rights**
- 17.1 PASEK ESPAÑA S.A.U states to be the owner of patents, trademarks and other intellectual property rights on the product, the process and the component ordered, according to the documentation previously known and accepted by the SUPPLIER.
- 17.2 Industrial property rights are used to distinguish and protect PASEK ESPAÑA S.A.U's products. The SUPPLIER may partially use some of such rights for the sole purposes of manufacturing the products within the scope of the contract and in the exclusive interest of PASEK ESPAÑA S.A.U.
- 17.3 The right to use PASEK ESPAÑA S.A.U's intellectual property and knowledge will expire and cease immediately for anyone upon the termination of the relationship with PASEK ESPAÑA S.A.U, regardless of its cause, or by decision of PASEK ESPAÑA S.A.U.
- 17.4 The SUPPLIER undertakes not to challenge such intellectual property rights under any circumstance or for any cause and in any territory.
- 17.5 The SUPPLIER is bound to report to PASEK ESPAÑA S.A.U any act that may be considered misappropriation or violation of any of PASEK ESPAÑA S.A.U's intellectual property rights.
- 17.6 If during the legal term of this contract a third party violates PASEK ESPAÑA S.A.U's rights, or if there is the risk that such violation may occur, the SUPPLIER shall take the appropriate legal measures for the protection of such rights in collaboration with PASEK ESPAÑA S.A.U.

- 17.7 Should PASEK ESPAÑA S.A.U exercise any action in defense of its rights, the SUPPLIER will be bound to collaborate with PASEK ESPAÑA S.A.U to the extent required thereby during the entire action, including court proceedings.
- 17.8 If PASEK ESPAÑA S.A.U requests so, the products or services will not have any manufacture mark, name or symbol to identify the SUPPLIER. However, PASEK ESPAÑA S.A.U may put or require the SUPPLIER to put on the Products any distinguishing mark thereof.
- 17.9 The SUPPLIER shall warranty that the products or services delivered to PASEK ESPAÑA S.A.U by virtue of this contract are not violating any third party's patent. The SUPPLIER shall indemnify and hold PASEK ESPAÑA S.A.U and its clients harmless against any claim from any third party regarding violations of intellectual property rights as a consequence of a wrong production or design of the products, where they depend thereon.
- 18. Control of exports and customs**
- 18.1 The SUPPLIER is bound to inform PASEK ESPAÑA S.A.U in its commercial documents about possible obligations to apply for special authorizations to import in the national territory the exported products of the SUPPLIER set by national or foreign provisions in customs and export matters, as well as the provisions on export or customs of the origin country of the SUPPLIER's products.
- 18.2 For this, the SUPPLIER shall provide for the affected positions, at least in its orders, order confirmations and invoices, the following information: the number of the list of dual-use products requiring authorization for being exported; the non-preferential origin of its products and the components thereof; whether the products have been transported, produced or stored in Europe or outside Europe; the statistical merchandise number of its products and one contact person belonging to the SUPPLIER's company to answer possible consultations made by PASEK ESPAÑA S.A.U.
- 18.3 Upon PASEK ESPAÑA S.A.U's request, the SUPPLIER shall communicate to it in writing all the other foreign commercial data related to its products and the components thereof and their alterations.
- 19. Legal provisions**
- 19.1 Apart from those related to the conditions of manufacture, delivery and performance of the product, work or service, where appropriate, the SUPPLIER is bound to meet the maximum standard of legal provisions that apply to the treatment of workers, the protection of the environment and safety at work, and to adopt the necessary measures to reduce in its activities the harmful effects on people and the environment.
- 19.2 For such purpose, to the extent possible, the SUPPLIER will implement and develop a management system in accordance with the quality standard recommended by PASEK ESPAÑA S.A.U.
- 19.3 Likewise, the SUPPLIER shall observe the United Nations principles regarding the protection of international human rights, the elimination of forced labor and child labor, the elimination of discrimination in recruitment and employment, the environmental responsibility and the avoidance of corruption.
- 19.4 Data protection. In accordance with the provisions set in General Data Protection Regulation (EU) 2016/679 on the Protection of Personal Data, we hereby inform you that the personal data provided to PASEK ESPAÑA S.A.U during the course of the commercial relationship are going to be processed and they will be added to the files under the responsibility of PASEK ESPAÑA S.A.U.
- 19.5 In any case, the supplier may exercise its rights to access, rectify, cancel and apposition the data, according to the terms and conditions set by the General Data Protection Regulation on the Protection of Personal Data.
- 19.6 Crime prevention policy. The supplier acknowledges that PASEK ESPAÑA S.A.U has a crime prevention policy comprising, among others, its Code of Conduct and the Crime Prevention Model.
- 19.7 The supplier undertakes to observe the ethical and crime prevention principles adopted by PASEK ESPAÑA S.A.U, which are identified in the aforementioned documents and on its website www.pasek.es
- 19.8 In the event a SUPPLIER breaches the rules or infringe the law repeatedly despite having received the corresponding warning, and fails to prove that it has remedied such infringement of the law to the extent possible and has taken appropriate measures to avoid it in the future, it will be considered an essential breach of the contract with PASEK ESPAÑA S.A.U.
- 20. Interpretation and resolution of disputes**
- 20.1 The General Conditions of Purchase of goods and provision of services will be governed by the provisions set in the order and in the latest current version of these terms and conditions, which will be available for the SUPPLIER on the company's website www.pasek.es. Any issue not set or regulated therein will be subject to the CISG Convention 1980 and, alternatively, to the provisions set by the Spanish law.
- 20.2 Any dispute that may come up in connection with the General Conditions of Purchase or associated therewith or with the Contract between PASEK ESPAÑA S.A.U and the SUPPLIER must be amicably settled by the parties.
- 20.3 In the event an amicable resolution is not reached, for the purposes of interpreting and enforcing a contract subject to these General Conditions of Purchase, as well as any other question or claim that may come up between the parties, the civil courts of Oviedo (Spain) will be the competent courts and the parties expressly waive any other jurisdiction that may correspond them.
- 20.4 Should any clause of these conditions and the other executed agreements be void or become void, this will not affect the validity of the remaining conditions, which will remain in force. The contracting parties are bound to replace the void clause by a clause whose application and result is as similar as possible as the voided one.
- 20.5 The fact that PASEK ESPAÑA S.A.U does not exercise its rights against the SUPPLIER will not imply an acceptance or approval of the situation or a waiver of the actions it may legally bring against such situations.