

General conditions of purchase for Elring Klinger, S.A.U. (June 2023 version)
Pol. Ctra. Constantí Nord, calle Tárrega, 19, 43206 Reus (Tarragona)

I. General provisions and applicability

All orders placed by Elring Klinger S.A.U. (hereafter "EKSA") shall be governed exclusively by these General conditions of purchase. Any general conditions for contracting of the supplier that differ from or contradict these General conditions of purchase shall not apply unless EKSA has expressly approved them in writing. Acceptance of goods or services from a supplier or payment for said goods and services shall not in any case imply the acceptance of the supplier's general conditions.

II. Conclusion of the contract

1. Contracts, delivery schedules and orders, as well as any amendment or modification thereto must be made in writing. This shall also apply to any defect or excess in quality and/or quantity pursuant to the order as well as any subsequent contractual modification. Any standards and specifications as well as the designs – including tolerances – provided by EKSA for a particular order shall be binding. By accepting an order, the supplier acknowledges that it has informed itself of the nature and scope of its services by consulting the documentation provided to it. If the order itself, the documentation, the designs or the plans provided by EKSA contain apparent inaccuracies or evident typographical or calculation errors, EKSA shall be bound by such errors. The supplier shall be obliged to report such errors to EKSA. The same shall apply in the event documents or designs are missing.
2. Unless otherwise agreed, orders shall be binding for EKSA only if the supplier has confirmed such in writing and specifies a binding delivery deadline within 14 days of the date of their receipt.

III. Delivery and shipping

1. The agreed delivery deadlines and dates shall be binding. The supplier assumes the provisioning risk for its services unless an agreement other than that cited in this document has been reached (e.g. limited to stocks). The supplier shall fall into arrears without needing to be previously requested to comply if it fails to meet the agreed delivery date.
2. The delivery deadlines are of great importance. In the event they are not met, EKSA may rescind the contract or demand that it be honoured with reimbursement of damages and losses in both cases pursuant to the applicable legal provisions.
3. In the event of a delivery delay, the supplier will pay a penalty equivalent to 0.5% of the order value for each week of delay or fraction thereof up to a maximum of 5% of said value. This penalty shall be understood to have settled the compensation for damages and losses caused by the delay if it is greater.
4. No partial deliveries shall be accepted unless EKSA has consented to them in writing.
5. EKSA's receipt of delayed deliveries of goods or services without reservation of the rights to which it is entitled as a result of the delay does not constitute a waiver of said rights.
6. EKSA may refuse receipt of the purchased items before the agreed delivery date.
7. The supplier must follow EKSA's shipping instructions. Any expenses produced for EKSA due to failure to follow said instructions shall be at the expense of the supplier.
8. Delivery shall be carried out by the supplier at the place of delivery stipulated by EKSA. In the event that the transport costs are exceptionally charged to EKSA, the supplier must choose the method of transport stipulated by EKSA and, failing this, the method of transport and means of delivery that is most favourable for EKSA.
9. Risk shall be transferred upon receipt by EKSA.
10. Packaging shall be understood as included in the price. If agreed otherwise on an exceptional basis, packaging shall be invoiced at cost price. The supplier must use the packaging stipulated by EKSA and shall endeavour to ensure the goods are properly protected.

IV. Force majeure

Disturbances, official measures and other unforeseeable, inevitable and extraordinary occurrences outside the business sphere shall release the affected party from any contractual obligations for the duration of the event. The

affected party shall immediately notify the other party and shall take the necessary measures to limit the impact of said occurrences. The affected party must also immediately notify the other party of the end of said event.

V. Quality and acceptance

1. The supplier promises that its deliveries comply with the technical data and specifications stipulated by EKSA, the applicable legal provisions and the state of the art.
2. In order to ensure the quality of its deliveries, the supplier must perform tests adapted to the type and volume of the corresponding delivery.
3. The values reported by EKSA in the incoming goods check and the quality check it performs shall be decisive for the dimensions, volumes and quality of the goods.
4. Acceptance of any goods shall be deemed to be effected subject to the performance of an inspection to detect possible defects if appropriate pursuant to the processes established by EKSA.
5. EKSA shall perform a quantity and identification check on the goods. It shall also check the goods to detect possible damage caused by transport. The defects and damage detected shall be reported immediately. Any other inspection or reporting obligation is expressly excluded, as is application of the period under 336 of the Spanish Commercial Code.
6. The supplier pledges to accurately and completely make any declarations that are required of it by law.
7. If EKSA or its customers incur any fines or other financial losses for making declarations from inaccurate sources and the source of this inaccuracy is a statement from an inaccurate source of the supplier, the supplier shall be responsible for the damages and losses produced.
8. To the extent that the supplier provides goods pursuant to article 3 of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the supplier guarantees that it shall fulfil its notification obligation as provided in article 33 of said Regulation.

VI. Payment terms

1. Prices include packaging, transport and any other expenses.
2. Unless otherwise agreed, invoices shall be due without discount 60 days from delivery of the goods or the service upon receipt of invoice. If the goods are delivered before the contracted delivery date, the invoice due date shall be calculated based on the initially established delivery deadline.
3. Payment is subject to verification of the corresponding invoice and to proper performance of provisioning.
4. In the event an advance payment is made, EKSA may demand a bank guarantee as collateral for this.

VII. Guarantees

1. The supplier is responsible for ensuring both the goods and their presentation and labelling as well as proper execution of the order in accordance with the state of the art.
2. The legal provisions regarding remediation of the goods sold shall apply unless stipulated otherwise below.
3. EKSA shall report any defect or poor execution to the supplier as soon as it is detected in the normal course of its processes. In the event of defective goods, the supplier may perform remediation either by repairing the defects or by replacing the defective goods with others that do not have defects, at EKSA's choosing. In urgent cases, EKSA may repair the defects on the supplier's account, directly or by means of a third party. An urgent case is particularly considered to be when, in order to prevent imminent danger or major damage, it is impossible or unsuitable to notify the supplier of the defect and grant it a period of time to repair it. The supplier shall be immediately notified if this procedure is implemented.
4. The supplier shall be obliged to repair defects for a period of 48 months from delivery of the goods (transfer of risk) whenever EKSA uses the goods to supply products to manufacturers or suppliers in the automotive industry. Otherwise, said period shall be 30 months.
5. In the event that EKSA is disrupted by third parties in legal and undisturbed possession of the goods, the supplier

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shall release and/or reimburse EKSA from/for said third-party claims, unless it is not responsible for said disruption.

6. In the event that some defective goods are replaced by others, the period during which the supplier shall be obliged to repair shall restart upon delivery of the latter. In the event that the defective goods are repaired, said period shall restart upon complete fulfilment of the obligation to repair. The above shall not apply if the supplier has expressly stated that it is performing repair exclusively as a courtesy, to prevent disputes or in the interest of maintaining the existing supply relationship.
7. If, as the result of a defective delivery or any other non-performance, EKSA incurs any expenses, particularly expenses for transport, materials, labour or replacement as well as expenses for extraordinary incoming goods inspection, the supplier shall be obliged to reimburse such expenses.

VIII. Liability for defective products

1. If civil liability claims are brought against EKSA for defective products or based on any other required legal principle of strict liability under foreign law, the supplier shall be obliged to release and/or reimburse EKSA from/for such claims, provided that the source of the damage was due to a defect in the goods provided by the supplier. In order to establish the compensation consequences falling to the supplier, the possibility of cumulative liability shall be considered. The above shall likewise apply in the event that the claim is brought directly against the supplier. To the extent that the cause of the damage is within the supplier's scope of liability, it shall be required to prove that there was no fault or negligence on its part. Regarding these claims, the supplier waives the right to oppose the statute of limitations as long as they have not limited actions against EKSA.
2. In the cases cited in section 1 above, the supplier shall cover all expenses and costs. The statutory provisions shall apply for all matters not covered.
3. If EKSA and/or a customer is obliged to carry out a product recall and/or to cover the costs of a recall campaign as the result of a defect caused by goods from the supplier, the supplier shall be obliged to bear the costs caused by the recall or to reimburse EKSA for such expenses, provided that the supplier's fault or negligence was involved. Cumulative liability shall be considered, if applicable. If the case set out at the start of this section occurs, the supplier shall be informed without delay.

IX. Industrial and intellectual property rights

1. The supplier pledges to deliver the provided goods free from any third-party rights, particularly free from industrial and intellectual property rights.
2. The supplier pledges to release and/or reimburse EKSA from/for any third-party claims that are caused by the infraction of industrial and/or intellectual property rights.

X. Provision of services

Anyone who performs work at any of the EKSA facilities in the execution of a contract must observe the applicable regulations. Any liability for accidents is excluded unless they occurred as a result of wilful or grossly negligent breach of their obligations on the part of the legal representatives or agents of EKSA.

XI. Ownership and provision of information

1. Any company or technical information provided or made available by EKSA shall be strictly confidential and must not be divulged to third parties unless it is demonstrably public knowledge. EKSA reserves all rights in relation to said information.
2. Any drawings, models, samples, specifications, internal data of the company, tools, facilities, etc. that are made available to the supplier to present an offer or to execute an order shall remain the property of EKSA. The supplier must keep them with the diligence of a prudent businessperson and may use them only in relation to EKSA orders. Any items that the supplier manufactures using material provided by EKSA or pursuant to the confidential data obtained from EKSA or using tools

owned by EKSA or reproduction thereof must not be used by the supplier or offered or provided to third parties.

XII. Compliance

1. The supplier pledges to comply with the legal regulations in force regarding treatment of employees, the environment, data protection and occupational safety. The supplier also assures that it shall comply with all the stipulations of the *Supplier Code of Conduct of the ElringKlinger Group* (available at <https://www.elringklinger.de/en/company/supply-chain-management/sustainable-supplier-management>) in the version in force upon conclusion of the contract and that it shall ensure all its own contracting parties comply with them through suitable contractual regulations.
2. The supplier declares it agrees to have EKSA, third parties hired by EKSA as well as customers of EKSA or third parties hired by EKSA perform audits on fulfilment of the obligations arising from the *Supplier Code of Conduct* and, to this end, to have us receive access to the supplier's documents. EKSA reserves the right to make copies of such documents, if appropriate. This access is limited to the documents they keep in regard to fulfilment of the contractual obligations and shall be governed by data protection regulations and by trade and company secrecy. Auditing shall take place during normal business hours and after prior announcement.
3. In the event that the supplier repeatedly fails to comply with this article XII and/or despite having been warned in this regard, and it does not demonstrate that it has corrected said non-compliance to the extent possible and that it has taken suitable measures to prevent future instances of non-compliance, EKSA reserves the right to cancel existing contracts or revoke them without prior notice.

XIII. Other provisions

1. Any supplemental agreements must be in writing in order to be valid. If any of the current provisions is or becomes invalid or ineffective, the validity or inefficacy of the remaining provisions shall not be affected thereby.
2. Spanish common law shall apply, with express exclusion of the application of any foreign regulations, any conflict of laws regulations and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 1988.
3. The place of performance shall be deemed the place where the goods should be delivered or the service should be performed pursuant to the contract.
4. While waiving any other legal venue to which they may be entitled, the parties defer to the courts of REUS. EKSA reserves the right to bring action against the supplier before the courts and tribunals corresponding to its registered office.