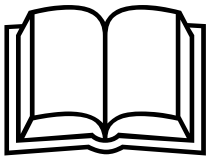
Procurement Department



SG-00100

Contracting terms and conditions

	Prepared by:	Revised by:	Aproved by:
SAPA OPERACIONES S.L.	Legal Department	Procurement Department	Quality Department

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REVISION LOG

Revisión	Fecha	Página/s	Descripción del cambio
A	2023-07-03	Todas	First release.
B	2023-11-03	10	REACH-ROHS Compliance is added to section 9.4.
		13	Counterfeit material process control is added as section 13.
		18	Official Quality Assurance requirement is added as section 25.
C	2025-06-30	15	References SAPA´s Suppliers´ Code of Ethics included in section 18

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1. Scope of Application.

The present General Terms and Conditions of Purchase **("General Terms"**) govern the supply to companies within the SAPA PLACENCIA Group ("**SAPA"** or the **"Client"** interchangeably) of all types of goods, equipment, materials (hereinafter, the "**Goods**"), and services ("**Services**") by suppliers ("**Suppliers**") and form part of the contractual documentation for the purchase of Goods or the provision of Services.

The requirements set forth in these General Terms are mandatory for supplying SAPA. As long as this document remains in force, its contents are binding, even if no explicit reference to it is made in the documentation corresponding to each supply of Goods or provision of Services.

The Supplier, prior to or at the time of submitting its offer, must declare that these terms have been provided to them and that they are aware of them. The Supplier consents to their incorporation once this document is signed by all contracting parties in accordance with the provisions of Article 5 Ley 7/1998, de 13 de abril, sobre Condiciones Generales.

Both the offer and any Purchase Order that may be issued (hereinafter, the "**Purchase Order**") will reference these General Terms, and they shall be considered a contract between the parties. Any modification or exception to these General Terms by the Supplier will only be valid if made in writing prior to the contract and expressly accepted in writing by SAPA, and they will only apply, as applicable, to each specific order or contract. The General Terms will apply to all terms not expressly regulated in the Particular Terms of Purchase (hereinafter, the "**Particular Terms**") or, as applicable, in any Framework Agreement related to which they have been agreed, without extending to other orders or contracts.

2. Order of Priority.

2.1. The relationship between the Supplier and SAPA will be governed by these General Terms, which shall be deemed accepted by the Supplier upon their express or implied agreement to the Purchase Order and therefore to the assignment made, unless special circumstances exist, in which case they shall be expressly noted in a separate document.

2.2. These General Terms may be supplemented by Specific Terms or a Framework Agreement, specifically established for one or more particular Purchase Orders. In case of discrepancy, the provisions of the Specific Terms, or, if applicable, the Framework Agreement, shall prevail.

2.3. The signing of the Supplier's sales forms or, where applicable, the Supplier's general sales terms, does not exempt the application of these General Terms, which shall prevail in all cases unless SAPA has provided prior written acceptance of the stipulations therein, along with express, partial, or total derogation of these General Terms.

2.4. References to any statute, regulation, or legal provision shall be interpreted, unless the context requires otherwise, as a reference to that statute or provision, including subsequent amendments.

3. Receipt and Acceptance of the Purchase Order. Binding Contract.

3.1. SAPA shall consider the Purchase Order received by the Supplier when the acknowledgment of receipt is stored on SAPA's email server. If the Supplier accesses SAPA's supplier portal, the acknowledgment of receipt will be issued electronically.

3.2. The Purchase Order issued by SAPA shall be considered accepted, and the contractual relationship perfected between the parties, when the Supplier confirms via email or, tacitly, within 10 calendar days from the date of the order issuance, or by the Supplier's mere tacit execution of the Purchase Order. Once the Purchase Order is accepted, the contractual relationship between SAPA and the Supplier shall be considered established and effective from the date the

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Supplier receives the Purchase Order. In case of doubt regarding the interpretation of the Purchase Order's content, the Supplier shall request written guidance and instructions from SAPA and act accordingly.

3.3. SAPA shall have the right to revoke a Purchase Order until acknowledgment of receipt has been received.

3.4. Acceptance of the Purchase Order shall be unconditional. For the avoidance of doubt, no divergent contractual terms mentioned by the Supplier in its written acceptance of the Purchase Order or any other communication from the Supplier shall form part of the contractual relationship or be binding upon SAPA, unless expressly accepted in writing by SAPA's authorized representatives. Receipt of the delivered Goods or Services or any payments made shall not constitute tacit approval or acceptance of such divergent terms indicated by the Supplier.

3.5. Purchase Orders may be issued as a blanket order, in which case they will not refer to fixed quantities or amounts of Goods or Services. The quantities contracted and the delivery dates or timeframes shall be defined by SAPA by issuing delivery schedules ("Delivery Schedules") to the Supplier. The Supplier must indicate written acceptance of the document within two (2) calendar days, either for the Purchase Order or each Delivery Schedule. The Delivery Schedule shall be considered accepted if the Supplier does not notify SAPA of rejection within the aforementioned timeframe, and the Supplier shall be obligated to supply the requested quantity of Goods and/or Services within the required delivery period.

4. Price, Taxes, and Payments

4.1. Prices are fixed, firm, and non-revisable, and include all Goods and/or Services covered by the Purchase Order. Unless otherwise stipulated in any Purchase Order issued by SAPA, the scope and price of the supply of Goods or the provision of Services shall be understood to include documentation, labor (including execution, construction, and assembly), and/or equipment (including software and hardware, tools, models, molds, and spare parts), wages, insurance, consumable goods, transportation, packaging and labeling, accessories, devices, cranes, and other necessary tools, payments for intellectual property rights, costs derived from inspections, testing, and other certificates specified in the Purchase Order, exchange rates, taxes, duties, and any other fees necessary for the execution of the Purchase Order.

4.2. The Supplier shall add value-added tax (or equivalent) to the price at the rate and in the manner prescribed by applicable law. SAPA shall not assume any liability to the Supplier concerning any other tax, fee, contribution, or duty for which it is not subject as a result of the required Goods and/or Services. Should SAPA be obligated to withhold a tax or charge under applicable laws or regulations, it may withhold and deduct such tax or charge from the price before making payment to the Supplier.

4.3. In the case of an international Purchase Order that may be subject to a withholding tax treaty, the Supplier must present a certificate of residence under the applicable Double Taxation Treaty, which must be renewed as necessary.

4.4. Upon delivery of the Goods and/or Services and after the receipt and registration of the delivery note or proforma invoice, and inspection of the Goods or Services by SAPA without objections, SAPA will register the delivery note, and the Supplier shall send an invoice to SAPA based on the registered delivery note. This invoice shall include all legally required details, the Purchase Order reference number, and any other codes or references SAPA included in the Purchase Order to identify the supply. Should these requirements be omitted, SAPA will not process the corresponding invoice. Copies of the invoice shall be marked as duplicates.

4.5. Insofar as the Supplier is required to provide documentation on material testing, test records, quality control, or other types of documents, this shall be one of the requirements for the delivery or provision to be considered complete. SAPA shall be entitled to reasonably deduct or withhold any payment for defects, in which case the payment period shall begin after full rectification of any potential defects.

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4.6. Upon SAPA's request, invoices shall be grouped into a single invoice covering all deliveries made over a reasonable, specified period. Invoices for Goods and/or Services that do not meet the requirements indicated in these General Terms or if dated before the corresponding delivery note date will not be processed.

4.7. SAPA shall be entitled to withhold payment if the Goods and/or Services delivered do not meet the requirements established in these General Terms and/or in the Purchase Order, and to deduct from any payment due to the Supplier any damages and losses due to delayed delivery, as applicable under these General Terms. If the Goods and/or Services provided contain deficiencies, SAPA agrees to make payment once all deficiencies in the supplied Goods and Services are rectified.

4.8. Unless otherwise stipulated in the Specific Terms of the Purchase Order, the payment method shall be by (i) direct debit, (ii) bank transfer with a payment term of sixty (60) calendar days (for other suppliers), or (iii) promissory note. The payment period shall begin from the moment SAPA receives the Supplier's invoice, provided it is correct and the Product delivered or the Service completed in conformity.

4.9. Any payments made prior to completion of acceptance shall be deemed conditional upon such acceptance and shall be applied toward the final price.

4.10. SAPA is entitled to deduct from the price any other amount owed by the Supplier.

4.11. Payment does not constitute SAPA's acknowledgment that the corresponding Goods and Services were provided in conformity with the Purchase Order (including quantity or quality). SAPA shall only be considered in default of payment if payment is not made by the due date following receipt of an explicit written claim.

4.12. Should SAPA incur payment default on an invoice, the Supplier's sole remedy for non-payment shall be annual default interest at a rate of 1.5%, with no other interest amounts applicable.

5. Variation of Purchase Orders

5.1. Any modifications, additions, or variations to the Purchase Order proposed by the Supplier will only take effect if SAPA confirms them in writing.

5.2. If at any time SAPA needs to vary the requested Goods and/or Services, it must inform the Supplier, who shall then, within no more than two (2) calendar days, provide a written statement on how the variation would increase or decrease the dates, timeframes, milestones, billing, and any other information that SAPA may reasonably request. The Supplier shall not reject any reasonable variation requested by SAPA. Failure to comply with this obligation grants SAPA the right to terminate the Purchase Order without penalty or compensation.

5.3. The implementation of any variation in the Goods and/or Services is subject to a prior written agreement between the parties. The Supplier shall not carry out any variation unless SAPA expressly instructs it in writing. Acceptance of the delivery of Goods or Services or any payments made does not constitute tacit approval or acceptance of such variations.

5.4. When a change directly affects the prices or delivery schedules of the Goods or Services, the parties shall agree to an equitable adjustment. If, despite reasonable and good faith efforts, the parties fail to agree on the amount of the adjustment, SAPA may terminate the Purchase Order at any time without charge or liability concerning the affected Goods and Services.

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6. Import and Export Requirements, Certificates of Origin, Proof of Excise Tax Payment, Export Restrictions

6.1. The Supplier must comply with all import and export controls, customs duties, foreign trade regulations, and other requirements and shall provide SAPA, upon request, with any relevant information or documentation regarding their compliance.

6.2. The Supplier shall keep SAPA duly informed of any possible changes in the status of the Goods supplied and/or Services rendered after the fulfillment of the delivery or service obligation.

6.3. The Supplier must promptly inform SAPA in writing of any information or data that SAPA may require to comply with foreign trade regulations in the case of export, import, or temporary or definitive re-export.

6.4. Without limiting the general nature of the above, the Supplier shall promptly provide, properly completed and signed, any documents that may be requested by the customs or administrative authorities of the recipient country or other applicable regulations regarding export and/or import licenses. This also applies to relevant excise tax documents.

7. Delivery, Delays, Marking of Goods, Title of Ownership, and Risk

7.1.Delivery

7.1.1. The Goods and/or Services shall be delivered on the dates (“delivery date”), at the rates, and to the locations specified in the Purchase Order. Delivery may be made directly to a SAPA customer or supplier if specified in the Purchase Order. SAPA may reject or alter the dates, rates, and destinations by providing written notice with reasonable advance notice.

7.1.2. Any shipping condition budgeted for the delivery of the Goods shall be in accordance with the latest version of the Incoterms of the International Chamber of Commerce. If the Specific Terms of the Purchase Order do not define a delivery condition, the default Incoterms shall be CIP (Carriage and Insurance Paid To) to the agreed destination for domestic and intra-community transactions and DDP (Delivered Duty Paid) to the agreed destination for extra-community transactions. Delivery time and execution shall be considered essential.

7.1.3. At the time of delivery, the Supplier shall provide a properly completed delivery note identifying the Products by batch, codes, and any other references ensuring traceability, indicating the Purchase Order number, amount, SAPA reference, the line or position corresponding to the delivery, date, and, where applicable, observations and any other documentation referenced in the Purchase Order.

7.1.4. The Supplier is responsible for (i) verifying the accuracy of the references and quantities indicated on the delivery note, as inventory discrepancies cannot be attributed to undetected documentation errors at delivery; (ii) inspecting the Goods and immediately notifying SAPA of any detected defect or non-compliance.

7.1.5. Delivery will not be complete until the agreed quantity in the Purchase Order is provided. Partial deliveries will not be allowed unless agreed upon in writing by SAPA. SAPA reserves the right to return any surplus quantity to the Supplier at the Supplier’s expense, and if the quantity of Goods provided is insufficient, SAPA may demand the full quantity ordered or terminate the contractual relationship. Upon request, the Supplier shall reimburse SAPA for any expenses incurred as a result of such actions.

7.1.6. If Goods are delivered to SAPA in excess of the ordered quantities, SAPA shall not be responsible for paying for the excess, and any excess retained by SAPA shall be at the Supplier’s cost and risk. The Supplier shall assume the risk of any rejected Goods in SAPA’s possession and promptly collect any excess or rejected Goods at its own expense.

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7.1.7. Any Service provided by the Supplier shall meet the highest industry standards and be rendered by qualified and trained personnel, considering the purpose and scope of the Service.

7.1.8. If quantities exceeding those reflected in the Purchase Order are received, the excess shall be returned to the Supplier, with transportation costs borne by the Supplier.

7.2. Delays

7.2.1. Failure to meet the delivery date specified in the Purchase Order shall constitute a material breach of the Purchase Order. The Supplier shall notify SAPA sufficiently in advance, and no less than 10 calendar days in advance, if it anticipates a delay in the delivery date of the Goods or Services. Partial deliveries or quantities exceeding those requested shall not be accepted unless indicated in the Purchase Order or expressly requested in writing. Partial deliveries shall be considered delayed deliveries and shall only be deemed complete when all Goods or Services have been delivered.

7.2.2. Notwithstanding the above, if the Supplier fails to deliver as per the Purchase Order or notifies SAPA that it anticipates missing the delivery date, SAPA reserves the right to cancel the Purchase Order or part of it without charge or liability and reserves all rights to claim any costs and damages incurred, including, but not limited to, the right to purchase substitute Goods or Services from another supplier and hold the Supplier accountable for any resulting costs.

7.3. Marking, Packaging, and Delivery Documentation

7.3.1. The Supplier shall ensure that all Goods bear the corresponding markings in compliance with applicable laws, the provisions of the Purchase Order, and SAPA’s instructions. Unless otherwise specified, CE marking shall be mandatory.

7.3.2. Goods marked with any trademark, logo, sign, or decorative design used by or belonging to SAPA or its Clients (“SAPA marks”) may not be sold to any third party or used by the Supplier without SAPA's prior written consent. The Supplier shall remove SAPA marks from any Goods rejected by SAPA or those not delivered to SAPA.

7.3.3. Goods shall be appropriately packaged to ensure they arrive at delivery locations undamaged and in good condition, considering their characteristics and the type of transport.

7.3.4. Goods shall be accompanied by the corresponding delivery notes or documents, indicating the following details:

- Supplier number assigned by SAPA.
- Purchase Order number.
- Code and full description of the material.
- Actual quantity shipped.
- Date and document number.
- Number of packages, net weight, and gross weight.

Additionally, all instructions, warnings, safety data, and other information for the use of the goods shall be provided. If these requirements are not met, SAPA reserves the right to return the delivery and the associated invoice, as these details are essential for its organization.

7.3.5. For the delivery of components, assemblies, or Goods sensitive to electrostatic discharge (ESD), the packaging must bear suitable markings.
7.3.6. If any Goods and/or Services contain hazardous substances or require special precautions to ensure safe handling, transportation, storage, or use and to protect the environment, the Supplier shall provide specific written details about the nature of these substances and the necessary precautions before delivery. The Supplier shall ensure that,

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before shipping, clear and prominent instructions and warnings are marked on the Goods or securely affixed to them, as well as on the containers in which they are packed.

7.4 Title of Ownership and Risk

7.4.1. The Supplier guarantees it holds a valid title of ownership for the Goods and/or Services, acknowledges that the Goods and/or Services may be transferred to a third party, and guarantees that SAPA can provide said third party with a valid title of ownership. Without prejudice to SAPA's right of rejection and the applicable Incoterm, the transfer of risk and title of ownership of the Goods to SAPA shall occur when received at the destination specified in the Purchase Order and according to the agreed Incoterm. Such transfer of risk and ownership is subject to full acceptance of the Goods following SAPA's quality verifications for deliveries involving installation and/or commissioning. For Services, the transfer of risk to SAPA shall occur when it issues its acceptance.

8. Inspection, Acceptance, and Rejection

8.1. The Supplier guarantees that it has inspected and tested the supplied Goods to ensure they comply with the Purchase Order before delivery and that it will provide SAPA with certificates of origin and/or testing.

8.2. If the Goods and/or Services do not comply with the Purchase Order, SAPA may notify the Supplier in writing within a reasonable period that they are rejected, and, without prejudice to its other rights, may, at its sole discretion, require the Supplier to fulfill the Purchase Order through prompt replacement or repair, as appropriate, of the rejected Goods or correction or rectification of the rejected Services. If SAPA raises no objections within one (1) year from the delivery date, the Goods or Services will be deemed accepted.

8.3. Rejected Goods may be returned to the Supplier, who shall bear the impact and cost of the return.

8.4. All Goods and/or Services considered defective or not meeting any guaranteed aspects shall be fully re-executed at the Supplier's expense. In urgent cases or if the Supplier fails to fulfill its obligation to repair the defects, SAPA has the right to take necessary measures, at the Supplier's expense, to repair these defects itself or to delegate the repair to a third party. SAPA is also entitled to take all necessary or advisable actions to prevent or reduce damage. In both cases, SAPA will inform the Supplier as soon as reasonably possible. The Supplier's warranty obligations shall not be affected, except if the defects are attributable to the actions taken by SAPA or a third party.

8.5. SAPA reserves the right (without obligation) to inspect or test (itself, by a third party designated by it, or by the Client) the Goods or Services at any stage before delivery (including during the manufacturing or testing process) after prior notice. The Supplier shall grant access to facilities and locations SAPA may reasonably require for such inspection.
8.6. In compliance with ISO 9001, the Supplier grants SAPA, its clients, and regulatory authorities the right to access the applicable facility areas and documented information at any level of the supply chain, as well as to conduct tests or inspections, all of which shall not constitute acceptance of the Goods and/or Services.

8.8. Testing, inspection, and acceptance by SAPA or the end user shall not be considered a waiver of the Supplier's obligation to meet legal or contractual obligations.

9. Quality, Compliance and Warranties.

9.1. The Supplier guarantees that all Goods and Services supplied, as applicable in each case: (i) will conform to the quantities, qualities, specifications, descriptions, and other details included in the Purchase Order; (ii) will meet the samples, design criteria, drawings, descriptions, requirements, and specifications that SAPA may provide; (iii) will be suitable for the intended use, which has been expressly or implicitly communicated to the Supplier; (iv) will be free from any defects, encumbrances, claims, or title issues; (v) will be performed in a proper and competent manner by qualified

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and experienced personnel; (vi) will adhere to the highest industry standards; and (vii) will comply with all applicable laws relevant to the Goods and/or Services and affecting the obligations undertaken and their execution, including those related to the manufacture, packaging, storage, and delivery of the Goods and/or the provision of the Services.

9.2. The Supplier guarantees that it holds all necessary permits and licenses to sell the Goods and/or provide the Services to SAPA and that it complies with all relevant laws, regulations, and codes of practice affecting its obligations and the execution of the Purchase Order. The Supplier shall provide SAPA, upon request, with information or documentation regarding this compliance, as well as any other information or documentation necessary to enable SAPA to comply with all applicable laws, regulations, and requirements related to the receipt and use of the Goods or Services.

9.3. The Supplier guarantees that all Goods are new and original, containing no used or refurbished parts, nor any counterfeit elements. Any inspection or testing by SAPA shall not reduce or otherwise affect the Supplier's obligations.

9.4. The Supplier agrees to:

- Certify that the Goods supplied in connection with the Purchase Order comply with the provisions of Regulation CE/1907/2006 on the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH).

- Certify that the Goods supplied under the Purchase Order comply with Directive 2011/65/EU on the Restriction of Certain Hazardous Substances in Electrical and Electronic Equipment (ROHS).

- Ensure that its supply chain complies with these requirements, which in no way conditions or affects the Supplier's liability to SAPA in the event of non-compliance.

The Supplier shall notify SAPA immediately, and in any case within no more than twenty-four (24) hours, of any non-compliance with the aforementioned regulations.

9.5. Without prejudice to SAPA's rights under the Purchase Order and the law, the Supplier provides a defect warranty for the delivered Goods for the longer of (i) the Supplier's normal warranty period or (ii) a one (1) year period (or the period indicated in the Purchase Order) from the date of receipt or acceptance by SAPA (whichever is applicable). For Services, the warranty shall be for the longer of: (i) the Supplier's normal warranty period or (ii) a one (1) year period (or the period indicated in the Purchase Order) from the date of receipt or acceptance by SAPA (whichever is applicable).

9.6. Non-compliance with any of the warranties in this clause shall entitle SAPA, without prejudice to any other rights, to terminate the Purchase Order and seek damages, costs, and expenses (including, without limitation, legal costs) by way of indemnification.

9.7. Any batches of Goods and/or Services not wholly or partially accepted by SAPA's quality services shall be returned to the Supplier at its own expense and risk, and such deliveries shall not be deemed complete for any purpose.

Depending on the case, SAPA may:

- Reject the Goods and request replacement in the same quantity.
- Reject the Goods without replacement by the Supplier.
- Reject the entire batch, canceling the Purchase Order and potentially seeking damages.
- Reject quantities, at the Supplier's expense, necessary to avoid damages that may result from partial or total return of the delivered quantity.

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9.8. Even if the Supplier has not received notice of rejection prior to the use of the Goods, SAPA reserves the right to return any Goods deemed unusable due to manufacturing defects and to apply the corresponding charge. The Supplier shall also bear 100% of the costs associated with reprocessing, sorting, or other issues resulting from deficiencies in the supplied product.

9.9. The Supplier shall undertake continuous improvement actions to offset potential increases in internal costs and maintain competitiveness in the international market.

10. Issued Materials

10.1. All materials issued by SAPA shall remain SAPA's property. The Goods issued may not be transferred to third parties or used for purposes other than those specified in the Purchase Order.

10.2. The Supplier agrees to maintain the issued materials in good condition, separate from its own goods, and to identify them as SAPA's property. While in possession of the issued material, the Supplier shall assume the associated risk.

10.3. The Supplier shall insure the issued materials against all risks of loss or damage for an amount equal to their replacement cost, specifying SAPA's interest in the policy and designating it as the beneficiary.

10.4. Upon completion of its contractual obligations or as directed by SAPA, the Supplier shall return the issued material to SAPA in good condition.

11. Intellectual and Industrial Property Rights

11.1. Respecting all pre-existing copyrights that may belong to the Supplier or its licensors prior to the provision of Services, if, as a result of the Services, the Supplier creates any work eligible for copyright protection, the Supplier expressly agrees, as part of the Service indicated in the Purchase Order, to transfer to SAPA all rights of exploitation over the created work, exclusively, for a time equivalent to the legal protection period, and for exploitation worldwide, in any form, by SAPA (or by any third parties SAPA freely designates, without restriction, for profit or free of charge). This includes, but is not limited to, the rights to publicly communicate the works, reproduce them in any format/medium/support, distribute them, modify, alter, translate them into any language, transform, create derivative works from them, and perform any acts deemed appropriate at SAPA's sole discretion for the exploitation of said works.

11.2. Additionally, if, as part of the Services performed or to be performed by the Supplier, there exists any element eligible for an industrial property title (be it a patent, utility model, industrial design, or any analogous institution), the Supplier, as part of the Services to be performed in exchange for the price indicated in the corresponding Purchase Order, exclusively assigns the right to file any application for an industrial property title before any competent authority worldwide, and hereby waives the right to file any such application in its own name and/or interest and/or that of third parties.

11.3. In any case, the integration or inclusion of copyrighted works, as well as elements for which an industrial title has been issued and which belong to the Supplier, within the results of the execution of the Services or their use in any form during the realization process, implies the automatic granting to SAPA of a non-exclusive right to use them, including the powers to transform, modify, translate into any language, and distribute them worldwide, for a period equivalent to the duration of protection, all without prejudice to the moral rights of the inventors.

11.4. The Supplier agrees to cooperate with SAPA to complete declarations (and ensure its employees or subcontractors make them), finalize documents, and provide the necessary information so that the transfer referred to in section 11.1

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and the concession in section 11.2 can be realized, enabling SAPA to proceed, as necessary, with the registration applications in public and private records worldwide, as deemed appropriate.

11.5. The Supplier guarantees that it holds the necessary rights to fulfill the commitments in the preceding paragraphs.

11.6. The Supplier declares and guarantees that SAPA's use of the Goods and/or Services will not infringe upon the intellectual property rights of third parties.

11.7. All technologies, processes, methods, formulas, designs, specifications, patents, trademarks, service marks, copyrights, design rights, inventions, trade secrets, know-how, information related to intellectual and industrial property, and any other confidential information (including, but not limited to, any improvements or alterations and work derived from it) (hereinafter, "Intellectual and Industrial Property"), whether provided by SAPA to the Supplier for the execution of the Purchase Order or developed by the Supplier under the Purchase Order, shall remain confidential and be the exclusive property of SAPA at all times. The Supplier hereby assigns and agrees to assign absolutely to SAPA all intellectual property rights in the works performed under the Purchase Order. Any future transferable intellectual property right shall belong to SAPA at the time of its creation.

11.8. The Supplier guarantees that it will not use the Intellectual and Industrial Property or any other confidential information received and/or developed under the execution of the Purchase Order for any purpose other than strict compliance with it. The Supplier also guarantees that it will not use the Intellectual and Industrial Property to supply goods and/or services to third parties without SAPA's prior written consent, and if this occurs, such supply shall be considered objectively contrary to the requirements of good commercial faith, an improper use of SAPA's efforts, and a flagrant violation of industrial and trade secrets, without prejudice to any other actions SAPA may be entitled to under the law.

11.10. During and after the completion of the Services or the delivery of Goods under the Purchase Order, the Supplier shall treat all information used and/or generated with absolute confidentiality, and may not use it for any purpose other than the execution of the Service or delivery of the Goods according to its own terms, nor disclose or communicate it to any third party without SAPA's prior, express, and written permission. Upon completion of the Purchase Order, such information shall be returned to SAPA or destroyed according to SAPA's instructions.

12. Exclusion of Liability

12.1. The Supplier shall fully indemnify SAPA and its assignees, subcontractors, and clients (the "beneficiaries") against any claim, liability, legal action, demand, damage, loss, cost, and expense (including, but not limited to, legal costs as compensation) (i) that are made against the beneficiaries due to the Supplier's breach or failure to fulfill its obligations under the Purchase Order; (ii) and that result from death, injury, harm, or damage to persons or property caused by or contributed to by negligence, action, non-compliance, or omission on the part of the Supplier or its employees, subcontractors, or agents.

12.2. The Supplier accepts liability for any other claim, liability, legal action, demand, damage, loss, cost, and expense (including, but not limited to, legal costs as compensation) incurred by SAPA or the beneficiaries that may be attributable to an action or omission on the part of the Supplier or its employees, subcontractors, or agents or that arise from or are associated with the supply of Goods or the provision of Services by the Supplier or arise otherwise due to a breach of the Purchase Order.

12.3. SAPA shall have the right to deduct the aforementioned amounts from any amount owed to the Supplier.

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13. Supply of Counterfeit Items

13.1. For SAPA's activities, it is essential to ensure the supply of original and non-counterfeit goods. Therefore, the Supplier guarantees the supply of new, genuine, and unused goods to SAPA (unless the supply of used goods has been agreed upon in writing).

13.2. If any part described within the supply volume of a Purchase Order includes a supplier part number, product description, or an industrial standard specification, the Supplier shall guarantee and ensure that the spare parts supplied meet all Purchase Order requirements.

13.3. The Supplier may only acquire items directly from original component manufacturers or their authorized distributors (i.e., franchised distributors). SAPA does not authorize the supply of items from any other source unless previously agreed upon in writing with an explicit reference to this clause. The Supplier shall maintain a traceability method that guarantees the supply chain's traceability back to the manufacturer for all items included in the Purchase Order.

13.4. The Supplier declares it has a process to prevent and detect counterfeit goods and, where applicable, to mitigate their consequences by immediately removing them from the market. SAPA may audit this process at any time to verify its validity and effectiveness. Additionally, the Supplier shall require its supply chain to have such a process, which in no case shall condition or affect the Supplier's responsibility to SAPA in the event of non-compliance.

13.5. If counterfeit goods or items suspected to be counterfeit are supplied under the Purchase Order or are found within any goods delivered per this document, SAPA may, at its sole discretion, return the items at the Supplier's expense, and the Supplier shall replace them, at the Supplier's expense, with items acceptable to SAPA under this clause, as soon as possible. The Supplier shall be responsible for all costs related to seizure, removal, replacement, and any other additional costs incurred by SAPA in connection with the supply of non-compliant goods under this clause.

13.6. The Supplier shall inform in writing any of its employees involved in the performance of the work under the Purchase Order, before they begin, that they are subject to potential criminal penalties regarding any counterfeiting, concealment, fraud, or false claims related to the work performed under the Purchase Order.

14. Force Majeure

14.1. Neither party shall be held liable for failing to fulfill any of its obligations under the Purchase Order if its execution is delayed or made impossible due to a Force Majeure event.

A "Force Majeure Event" is any event or circumstance beyond the reasonable control of a Party and that could not have been reasonably foreseen, including natural disasters or catastrophic events such as epidemics, nuclear accidents, fires, floods, typhoons, or earthquakes, war, riots, sabotage, or revolutions, but not strikes, lockouts, and labor disputes affecting employees or personnel dependent on the Supplier or its subcontractor, provided there has been no negligence or fault by the affected party.

14.2. The suspension of contractual obligations shall last as long as the cause of the force majeure remains. The affected party shall notify the other party immediately, but no later than 48 hours from the occurrence of the Force Majeure cause, and shall make reasonable efforts to resolve the cause of the suspension as soon as possible.

14.3. If the Force Majeure cause persists, rendering the delivery's fulfillment of the Purchase Order requirements impossible, or in any case, if it lasts for more than four (4) months, the unaffected party may terminate the Purchase Order with fifteen (15) calendar days' notice.

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15. Termination

15.1. The relationship between SAPA and the Supplier shall terminate upon its expiration or by early termination. SAPA may terminate the contractual relationship early in the following cases:

- The Supplier's non-compliance with current legislation, particularly regarding labor, social, or tax obligations related to personnel assigned to the Purchase Order.
- Non-compliance with these General Terms or other documents forming part of the Purchase Order, including, among others, unjustified delays in the execution of the supply or service covered by it.
- The dissolution of the Supplier's legal entity, its sale or transfer, or its transformation into another legal entity.
- Assignment of the Purchase Order, in whole or in part, without SAPA's prior, express, and written authorization.
- The filing for insolvency by the Supplier or a significant reduction in its financial capacity, suggesting the probable cessation of its payment obligations.
- Mutual agreement between the parties.

15.2. Notwithstanding the above, SAPA may suspend, modify, or cancel the Purchase Order at no cost or liability before receiving the Supplier's acceptance.

15.3. In the event of a remediable breach by the Supplier, if the Supplier fails to remedy the breach as soon as reasonably possible and, in any case, within fourteen (14) calendar days from the date on which it was requested to do so in writing, SAPA may immediately terminate the contract if the breach is not remediable.

15.4. Termination of the Purchase Order shall not relieve either party of obligations incurred on or before the termination date.

15.5. For clarity, any termination or cancellation of the Purchase Order shall not affect software licenses granted to SAPA or its clients that remain in force.

15.6. If the Supplier breaches any established obligations and without prejudice to any legal actions SAPA may take, a penalty of 1% of the undelivered material's value per week of delay (up to a maximum of 5%) is agreed upon, without prejudice to the Supplier's obligation to cover 100% of other costs or damages resulting from said breach, such as line stoppages or special transportation.

16. Assignment and Subcontracting

16.1. The Supplier may not assign the Purchase Order, in whole or in part, nor any obligations arising therefrom without SAPA's prior consent.

16.2. The Supplier may only transfer claims, pledges, or enter into factoring agreements over claims arising from the purchase or supply or any other disposition over the claims to which it is entitled under the Purchase Order, once SAPA has authorized it in writing and in advance for each disposition.

16.3. The Supplier may not assign, transfer, subcontract, or subrogate rights and obligations under this Agreement without SAPA's prior written consent (particularly the rights arising from invoicing SAPA). The Supplier's responsibilities regarding the Purchase Order shall remain unchanged, whether executed by the Supplier or an authorized subcontractor.

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16.4. Obtaining subcontracting authorization implies that the subcontractor accepts these General Terms from the moment it begins to provide its services to SAPA. In any case of subcontracting, the Supplier shall be jointly liable with the subcontractor for all obligations to SAPA, which may take legal action indistinctly against the subcontractor and/or the Supplier.

16.5. SAPA is expressly authorized by the Supplier to assign all or part of its rights and obligations to any company in its group.

16.6. Assignment of existing claims concerning SAPA is not permitted, nor is offsetting or any counterclaims.

16.7. The Supplier shall notify SAPA at least thirty (30) calendar days in advance of any change in the ownership or control of the Supplier. The Supplier shall provide the identity of the potential new owner or controlling party and any transaction information that SAPA may request.

17. Insurance

17.1. Notwithstanding its responsibilities under the Purchase Order and without limitation in this regard, the Supplier shall, at its own expense, subscribe to and maintain, throughout the term of the Purchase Order (including the warranty period), with financially sound insurance companies, policies sufficient to cover the risks associated with executing the Purchase Order.

17.2. The Supplier shall indemnify all personal or material damages that, as a result of executing the Purchase Order, are caused to SAPA or third parties, or, where applicable, repair or replace damaged goods, provided the nature and purpose of such goods permit it.

18. Code of Ethics

18.1. SAPA places utmost importance on compliance with SAPA´s Suppliers´ Code of Ethics. Consequently, the Supplier agrees to abide by the rules contained within said Code of Ethics, which is published on its website.

18.2. The Supplier also agrees that SAPA´s Suppliers´ Code of Ethics may be modified by SAPA, and the Supplier shall be deemed duly notified of changes by their mere publication on the website.

18.3. SAPA reserves the right to request any information and/or carry out any inspections it considers necessary to ensure the Supplier’s compliance with SAPA´s Suppliers´ Code of Ethics.

19. Health and Safety at Work

19.1. The Supplier shall comply with all applicable health and safety regulations concerning the Purchase Order under the laws of each territory.

19.2. When on SAPA’s premises or those of its clients, the Supplier shall adhere to all written or verbal instructions regarding health and safety provided by SAPA or its clients.

19.3. The Supplier agrees to include with any equipment, materials, or Goods supplied, instructions in Spanish regarding their use, storage, and other necessary elements for adequately preventing occupational risks associated with the use and handling of said equipment, materials, or Goods.

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20. Notification of Strikes or Labor Disputes

20.1. The Supplier shall immediately notify SAPA of any actual or potential labor dispute that may delay or threaten to delay the fulfillment of its obligations and shall provide all relevant information that could affect the Goods and/or Services and compliance with its obligations.

21. Environmental Protection

21.1. The Supplier shall comply with all applicable environmental regulations, adopt best preventive measures and practices, and, if necessary, rectify actions that may harmfully impact environmental conservation.

22. Confidentiality

22.1. Information Protection

All information owned by SAPA that is handled by the Supplier throughout the execution of the Purchase Order, regardless of the medium in which it is stored, processed, or transmitted, and the format in which it is presented, must be protected by the Supplier following the applicable legal and regulatory framework in the relevant country or countries, based on the location, where applicable, of the means used by the Supplier. This shall ensure adequate security, guaranteeing confidentiality, integrity, and availability.

22.2. Confidentiality of Information and Documents

All information that SAPA provides to the Supplier or to which the Supplier has access for the execution of the Purchase Order, regardless of its nature and the medium or method of disclosure used, shall be used by the Supplier exclusively for the purposes of executing the Purchase Order. The reproduction, distribution, and public communication of such information are expressly prohibited. The Supplier shall be liable to SAPA for the misuse of SAPA’s information by its personnel or any other individuals who may have access to the information.

If the Supplier has any indication or knowledge that confidential information could be, in its judgment, subjected to inappropriate handling or use, it shall notify SAPA as soon as possible. In such cases, the Supplier shall immediately adopt the necessary measures to ensure the appropriate use of the Information and provide evidence of such actions to SAPA.

In the case of confidential information received from third parties, SAPA and the Supplier agree to inform each other and comply with the confidentiality obligations established with third parties, each party being responsible for any misuse that its personnel may make of such information at any time.

The Supplier shall restrict access to such confidential information solely to employees, agents, or subcontractors involved in executing the Purchase Order and who need to know it. The Supplier may disclose confidential information to other recipients not directly related to the execution of the Purchase Order but who need to know it (e.g., auditors, consultants), provided that these parties are bound by confidentiality rules substantially similar to those herein. The Supplier shall ensure that such employees, agents, or subcontractors comply with these obligations and shall be responsible for any unauthorized disclosure.

Except as mentioned above, the Supplier shall not copy or disclose any confidential information without SAPA's prior written consent. The Supplier shall not announce or otherwise publicize its status as a supplier to SAPA without SAPA's written consent.

Upon the termination of the Purchase Order for any reason and, in any case, upon SAPA’s request, the Supplier shall either return the information to SAPA in full or destroy it and certify its destruction, at SAPA's discretion (complete

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destruction without the possibility of recovery or reversal). The Supplier may retain a copy of the confidential information only if necessary to comply with current regulations, subject to the confidentiality duty established herein.

The confidentiality obligations outlined in this clause shall be enforceable against the Supplier indefinitely. SAPA reserves the right to request that the Supplier sign a confidentiality agreement or equivalent document to safeguard the received information from being used by the Supplier in its relationships with third parties.

23. Protection of Personal Data

23.1. If the present Purchase Order is related to contracting a Service that involves the processing of personal data, it shall be subject to the strict provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights, and Regulation (EU) 2016/679 of April 27, 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data.

23.2. Under these Conditions, the Supplier, in its capacity as Processor, shall carry out personal data processing on behalf of SAPA (Controller), necessary for the proper provision of the service.

24. Miscellaneous

24.1. The Supplier shall provide the Services and/or Goods with professional autonomy, although following the general guidelines or instructions SAPA establishes in the Purchase Order. The Supplier shall assume responsibility for labor, tax, and Social Security obligations concerning its employees (and, if applicable, its subcontractors and their employees) and indemnify SAPA for any financial losses and expenses, of any nature, incurred by SAPA due to any labor, tax, and Social Security claims related to its employees (and, if applicable, its subcontractors and their employees).

24.2. The Supplier is obligated to provide SAPA, if it has not already done so during the certification process or when requested during monitoring and evaluation, with specific certificates of compliance with Social Security and tax obligations upon issuance of the Purchase Order. In the event of subcontracting, the Supplier shall require the same obligations regarding its subcontractors and/or their employees.

24.4. If any of these conditions are deemed invalid or unenforceable, in whole or in part, by a competent authority, that provision shall be interpreted to the extent necessary to eliminate the invalidity or unenforceability, and the validity of the remaining provisions shall not be affected.

24.5. SAPA’s obligations are subject to the condition that compliance is not hindered by impediments arising from national or international trade or customs requirements, embargoes, or other sanctions.

24.6. To the extent that these General Terms do not govern certain aspects, the corresponding legal provisions shall apply.

24.7. SAPA’s waiver of the right to claim for a breach of the Purchase Order by the Supplier shall not be considered a waiver of the right to claim for any subsequent breach of the same or a different provision. If, for any reason, SAPA does not enforce its rights under the Purchase Order, this shall not affect its right to do so later.

24.8. All notifications must be made in writing, signed by authorized representatives of both parties, and sent to the postal or email address indicated in the Purchase Order. They may be delivered in person, electronically, or by certified mail and shall be considered notified: (i) upon hand delivery or electronic submission; (ii) three (3) calendar days after being sent, in the case of certified mail.

24.9. Applicable Law: The Purchase Order shall be governed by and interpreted in accordance with Spanish law.

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24.10. Jurisdiction: Any dispute arising from or related to the Purchase Order shall be submitted to the exclusive jurisdiction of the courts of San Sebastián (Guipúzcoa).

25. Special Provisions Only Applicable to Purchase Orders Related to Certain Goods or Services or Cross-Border Transactions with Certain Countries

A. Official Quality Assurance (AOC):

All requirements of the Purchase Order may be subject to AOC. The Supplier shall be notified of any AOC activity that must be carried out.

B. Purchase Orders Related to Dual-Use Materials:

The Supplier declares compliance with all applicable export laws and regulations, including, among others: (a) local laws applicable to the Supplier; (b) any required Spanish import license that may be issued under the applicable law (or any applicable substitute law); (c) applicable European export and/or import regulations; and (d) all applicable U.S. export regulations, including the International Traffic in Arms Regulations, Title 22, U.S. Code of Federal Regulations (C.F.R.) parts 120-130, the Export Administration Regulations, Title 15, C.F.R. parts 730-774, and any governmental regulations applicable to the export, re-export, or disclosure of goods by the Supplier.

C. Conflict Minerals Exclusion:

The Supplier guarantees that the Goods supplied under the scope of this Purchase Order do not include "conflict minerals" as defined by the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502. Additionally, the Supplier shall take reasonable measures to prevent the use of raw materials in its products that directly or indirectly finance armed groups that violate human rights. Compliance with the above obligation may be subject to audit by SAPA.

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