



## GENERAL PURCHASE TERMS AND CONDITIONS

### 1. PURPOSE

**1.1.** These General Purchase Terms and Conditions (hereinafter, the "Conditions") include the terms and conditions that will apply to all purchase orders of materials, equipment or services (hereinafter, the "Orders") made by ARTECHE LANTEGI ELKARTEA S.A., with address at Derio Bidea nº28, 48100 Mungia, Bizkaia, and with VAT no. A-48898548 (hereinafter, ARTECHE LANTEGI ELKARTEA), except for all matters that are expressly agreed in a different way in the corresponding offer or in the acceptance of the Order and that constitute the special conditions of it. Therefore, any other conditions that have not been expressly accepted by ARTECHE LANTEGI ELKARTEA have not value, to all intents and purposes and, in the event of a conflict between the stipulations in these Conditions and any other general sales condition to be applied by the Supplier (hereinafter, the "Supplier"), the stipulations set forth in this document will prevail.

**1.2.** It will be considered that these Conditions have been notified to the Supplier from the moment when it is notified of the website where they are or receives an Order from ARTECHE LANTEGI ELKARTEA accompanied by these Conditions. Alternatively, they will be considered as notified if the Supplier previously received them in the course of its commercial relations with ARTECHE NISSIN, considering in all these cases accepted by the Supplier, for all intents and purposes, when it makes its offer.

**1.3.** ARTECHE LANTEGI ELKARTEA may modify these Conditions at any time, notifying the Supplier. This modification will be understood to be accepted in the same way as these conditions.

### 2. ORDERS

**2.1.** ARTECHE LANTEGI ELKARTEA will send each of the Orders to the Supplier by e-mail or by any other means that allows accrediting the delivery. These will include the following documents: (i) the "Purchase Order Sheet" that will include the characteristics of each Order, (ii) these Conditions. After a maximum period of eight (8) days without the "Purchase Order Sheet" and other documentation having been excluded, it will be considered that the Order has been accepted and it will be subject to this Contract.

**2.2.** The Supplier can find a copy of these Conditions in ARTECHE LANTEGI ELKARTEA's website, <https://www.arteche.com/en/transparency>

**2.3.** ARTECHE LANTEGI ELKARTEA may cancel the Order if a maximum period of seven (7) days has not passed since the acceptance of the Supplier. The previous cancellation will not entail any type of penalty, obligation or compensation for ARTECHE LANTEGI ELKARTEA, and therefore the Supplier cannot make any claim whatsoever for any concept.

**2.4.** ARTECHE LANTEGI ELKARTEA expressly reserves the right to introduce the necessary changes in the Order. These changes will be appropriately notified to the Supplier who will have 3 (three) days to reject them, after which the changes will be considered as accepted.

### 3. DELIVERY DATE

**3.1.** Unless otherwise expressly specified in the particular conditions, delivery is understood as the provision of ARTECHE LANTEGI ELKARTEA Of the Order, DPP, in accordance with the stipulations set forth in these Conditions.

**3.2.** ARTECHE LANTEGI ELKARTEA will provide the Supplier with the address where it must deliver the Order on the "Purchase Order Sheet", as well as the maximum term in which the latter must make the delivery. The calculation of the delivery term will be understood from when the purchase order is made, as long as this has been accepted in accordance with the stipulations set forth in the second clause of this contract.

**3.3.** The Supplier will assume any additional costs for freight, postage or other expenses originated from the breach of the delivery and dispatch conditions established in the Order.

**3.4.** In the event of the breach of the delivery period by the Supplier, as long as this breach is not due to Force Majeure, ARTECHE LANTEGI ELKARTEA will expressly have the right to cancel and terminate the order without any penalty or obligation for compensation whatsoever. ARTECHE LANTEGI ELKARTEA may also, regardless of it deciding to terminate the Order or not, make the corresponding claim for damages, that the delay in the delivery might have caused.

**3.5.** The right mentioned in the precedent paragraph will also be extended to any supplier, stevedore, hauler or other third party that takes part in any of the phases of the order, on behalf of or by the Supplier, in which case the right will be applied in the same terms.

**3.6.** Force Majeure will be understood to be any cause or circumstance beyond the reasonable control of the Supplier but not including strikes of suppliers, transport and services, failures in the supplies of third parties, failures in the transport systems, riots, strikes, labour conflicts, stoppages of the Supplier or subcontractor staff, sabotages, acts, omissions or interventions of any type of government or their agencies, accidental stoppages in the Supplier's workshops due to breakdowns, etc., that directly or indirectly affecting the Supplier's activities.

### 4. DELIVERY NOTE

**4.1.** The Supplier must accompany each dispatch with the corresponding Delivery Note, indicating the Order number that figures on the "Purchase Order Sheet". If several Orders were to be sent in the same dispatch, a Delivery Note must be established for each of the orders made by ARTECHE LANTEGI ELKARTEA.

**4.2.** ARTECHE LANTEGI ELKARTEA, as buyer, will sign all the Delivery Notes, indicating the identification details of the person the Order is delivered to in its organisation.

### 5. INVOICES

a) An invoice shall not correspond to different orders; however an invoice can refer to different delivery notes of this order number.

b) The invoices shall to be issued in duplicate and addressed to our factory in Zabaldondo – Mungia (Vizcaya-Spain).

c) Invoices shall indicate the number and date of our order.

d) Invoices shall indicate the exact date of payment, coinciding with the 20th of each month, as applicable.

e) The invoice date shall not precede the date of delivery.

### 6. PAYMENTS

**6.1.** The "Purchase Order Sheet" will determine the maximum term in which ARTECHE LANTEGI ELKARTEA may pay each invoice, which will start from when 3.2. ARTECHE LANTEGI ELKARTEA receives the goods and/or service provision, as long as the Order has been delivered when it has been issued.

**6.2.** If the Supplier has Spanish nationality or has its main activity centre in Spanish territory, ARTECHE LANTEGI ELKARTEA will pay the invoices always due on the 20th of each month.

**6.3.** If ARTECHE LANTEGI ELKARTEA were to find any other type of discrepancy or controversy on the amount or quality of the materials, equipment or services supplied, how much they cost, or any other matter related to them, including the invoice or invoices issued by the Supplier, ARTECHE LANTEGI ELKARTEA may stop or defer the payment of the total or any partial payments it has to pay until the controversy in question is definitively resolved. Extemporaneous payment for the above reasons will not entail the application by the Supplier of default interests or any other type of penalty or compensation for damages in its favour.

**6.4.** Materials, equipment or services not included in the Order will not be paid for if their execution has not been previously offered by

the Supplier, in writing, and with express indication of their price, and accepted, also in writing, by an ARTECHE LANTEGI ELKARTEA representative.

## 7. RECEIPT OF GOODS

**7.1.** All the supplied material shall be subject to a quality and quantity reception. We reserve the right to reject any delivery which does not comply to the order, even when the goods have been invoiced and have left the factory.

**7.2.** In the case of total or partial rejection, we reserve the right to accept the approved supply or to demand the receipt of the rejected material.

**7.3.** We reserve the right to visit our suppliers or representatives in order to know the manufacturing status of the placed orders, and to verify the source material for our reception control or other technical named for it.

## 8. WARRANTY

**8.1.** You ensure that the material you are supplying will respond to the conditions and characteristics and so you commit to repair immediately and perfectly to your full charge and to replace all or part of the supplied material that does not comply with the aboved mentioned conditions and characteristics, under the same conditions in the shortest term, as the reason for the repair or replacement of all or a part of the supplied material is attributable to manufacturing defects or poor quality of material used.

**8.2.** No goods carried out especially by our instructions, drawings or models shall not be, under no circumstances, showed or provided to other companies.

## 9. TOOLS

**9.1.** The samples, molds, drawings, models, special tools, etc. ... made available to our suppliers, including the invoiced in advance, will remain of our property. The samples, molds, drawings, models, special tools, etc. ... made under our order or under our instructions and billed to our supplier, will remain our property after the order execution. By order of ours, both one and the other will be restored.

## 10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

**10.1.** The industrial and/or intellectual property of the Order, in all its terms, and the information attached to it, with the elements, plans, drawings, software, etc., incorporate or related to it, belongs to ARTECHE LANTEGI ELKARTEA, and therefore its use by the Supplier for any other purpose than that of meeting the Order is expressly prohibited, as well as totally or partially copying it or transferring its use to third parties without the prior written consent of ARTECHE LANTEGI ELKARTEA.

## 11. RISK

**11.1.** Unless otherwise expressly specified in the particular conditions, the Goods will be delivered DDP (Incoterms CCI, 2010) in the destination point established in the Order. The risk of loss or damages to the goods, property, insurance policies, etc., will be interpreted in accordance with the Incoterm, except when this opposes the stipulations in the Order.

## 12. CONFIDENTIALITY AND DATA PROTECTION

**12.1.** Regarding each Order, any information that might be known either by ARTECHE LANTEGI ELKARTEA or by the Supplier via any type of means, format or support, including verbally or by its own inspection, direct or indirectly, is considered "confidential information" and is owned by the party that provides the information. This confidentiality obligation will be applicable for a maximum period of five years after making or cancelling the Order whatever the reason.

**12.2.** The Supplier agrees that ARTECHE LANTEGI ELKARTEA is authorized to share any information received from the Supplier with any other company of its group of companies.

**12.3.** The Supplier's data that might become known by ARTECHE will be included in a file called Buyers-Suppliers, registered in the Registry of the Spanish Data Protection Agency, the manager of which is ARTECHE LANTEGI ELKARTEA.

**12.4.** In any event, ARTECHE LANTEGI ELKARTEA will apply the safety measures detailed in Royal Decree 1720/2007, of 21 December, approving the Regulation implementing Organic Act 15/1999, of 13 December, on Personal Data Protection.

**12.5.** By means of the present document, ARTECHE informs the Supplier that it may freely exercise its right of access, rectification, cancellation and opposition, in accordance with the provisions of the L.O.P.D.,, by writing to ARTECHE LANTEGI ELKARTEA, S.A., with address at Derio Bidea nº28, 48100 Mungia, Bizkaia and with VAT no. A-48898548, indicating in the communication the subject L.O.P.D. (Personal Data Protection Act).

## 13. STATEMENT OF THE SUPPLIER

**13.1.** On accepting these Conditions, the Supplier hereby declares to (i) have the necessary authorizations for carrying out the manufacturing, transport, management, storage and sale activities of each of the materials and/or equipment required in each of the purchase orders (ii) to have the warehouses and technical and human means necessary for the storage of the materials and/or equipment in each purchase order, (iii) to be up-to-date will all of its legal, accounting, tax, labour and social security obligations, or any other that might be applicable to it and (iv) be able to guarantee the quality, aptitude and correct operation of the materials, equipment and/or services required in each purchase order.

## 14. PENALTIES

**14.1.** Without prejudice to ARTECHE LANTEGI ELKARTEA's right to terminate the Order due to defaults of the Supplier regarding the delivery dates or in both the partial and final execution deadlines, and for any other reason specifically foreseen in the Order, defaults of the Supplier will entail the application by ARTECHE LANTEGI ELKARTEA of a penalty that in no case will have a compensatory nature. If no specific penalty has been established in the Order, the penalty will be 1.5% of the total amount of the Order by calendar week of delay during the first four weeks, and 4% from the fifth week.

**14.2.** Penalties for delays cannot exceed 15% of the total amount of the Order. If this limit is exceeded, ARTECHE LANTEGI ELKARTEA will apply the penalty and will have the right to terminating the Order in accordance with applicable legislation.

**14.3.** Receiving the penalties will not deprive ARTECHE LANTEGI ELKARTEA from reverting to the Supplier all the expenses and overcosts it is obliged to pay to third parties as a direct result of the delay.

## 15. APPLICABLE LAW AND JURISDICTION

**15.1.** Any discrepancies, interpretations or lawsuits that might arise from the interpretation, execution or compliance of these Conditions, both parties, excluding any rules and regulations in conflict with applicable Law and expressly waiving their own jurisdiction, expressly and voluntarily agree to submit themselves to the Courts and Tribunals of the city of Bilbao, also renouncing the stipulations set forth in Regulation no. 593/2008 of 17 June of the European Parliament and Council on Law applicable to contractual obligations.