



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 **ELECTROTECNICA ARTECHE SMART GRID S.L.**, with address at Derio Bidea no. 28. 48100 Mungia, Bizkaia, and with VAT no. B-95632774 (hereinafter, ARTECHE), 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 the Buyer 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 Seller, the stipulations set forth in this document will prevail.

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

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

2. ORDERS

2.1. ARTECHE will send each of the Orders to the Seller 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 Seller can find a copy of these Conditions in ARTECHE's website, <https://www.arteche.com/en/transparency>.

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

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

3. DELIVERY DATE

3.1. Delivery is understood as the provision of ARTECHE Of the Order, DPP, in accordance with the stipulations set forth in these Conditions.

3.2. ARTECHE will provide the Seller 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 Seller 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 Seller, as long as this breach is not due to Force Majeure, ARTECHE will expressly have the right to cancel and terminate the order without any penalty or obligation for compensation whatsoever. ARTECHE 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.

4. DELIVERY NOTE

4.1. The Seller 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.

4.2. ARTECHE, 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

5.1. The Seller must send the corresponding invoice for the goods supplied that will have at least the following characteristics:

- > A single invoice may correspond to different Purchase Orders, as long as they coincide regarding the cost centre and the item of the latter. It may also refer to several Delivery Notes in the same Order number, according to what is established on the "Purchase Order Sheet".
- > It can be sent electronically to the same e-mail address from where ARTECHE has sent the "Purchase Order Sheet".
- > It sent by e-mail, it must be sent in duplicate and addressed to ARTECHE to the following address: Derio Bidea no. 28 48100 Mungia/Bizkaia
- > It will indicate ARTECHE's Order number and date.
- > It will indicate the supplier number assigned to the Seller.
- > It will indicate the exact payment date, which must be either 5 or 20 of each month as applicable.
- > The invoice issue date, which in no event will be before the delivery date.
- > They must be delivered to ARTECHE by any of the indicated means, in a maximum period of ten (10) days from the delivery of the goods.
- > The total amount of the invoice must be rounded to Euros, with two (2) decimals. Rounding of the second decimal, will be made according to the third decimal, passing to the higher or lower unit, when the latter are equal to or higher than five (5) or lower than five (5), respectively.
- > The amounts included in the invoice will be broken down by the items according to the materials, equipment and services to be supplied, including, when applicable, the (i) packaging, (ii) loading, (iii) transport, (iv) insurance, and (v) return/replacement expenses.
- > The invoice will include all applicable taxes broken down.

6. PAYMENTS

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

6.2. If the Seller has Spanish nationality or has its main activity centre in Spanish territory, ARTECHE will pay the invoices always due on the 5th or 20th of each month.

6.3. If ARTECHE 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 Seller, ARTECHE 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 Seller 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

Seller, in writing, and with express indication of their price, and accepted, also in writing, by an ARTECHE representative.

7. RECEPTION

7.1. All the goods supplied by the Seller must be sent with the adequate packaging and identification, as indicated on the "Purchase Order Sheet", and this will include inside it the documentation and information indicated in the fourth clause of this contract.

7.2. All material supplied will be subject to a qualitative and quantitative inspection by one of ARTECHE's services, duly qualified for this purpose. ARTECHE reserves the right to reject all supplies made by the Seller that are not in accordance with the characteristics of the Order, even when the goods have been invoiced and taken out of the factory.

7.3. In the event of total or partial rejection, ARTECHE reserves the right to accept the partial supply or to demand the sending of all of the adequate material.

7.4. ARTECHE reserves the right to visit its suppliers or representatives to be able to see the manufacturing status of the Orders, and to check the material at origin by ARTECHE reception control or other third party technicians appointed for this purpose.

8. QUALITY CONTROL AND GUARANTEE

8.1. Quality control covers the overall actions, activities and techniques necessary for satisfactorily meeting the conditions and specifications requested by ARTECHE in the Order and, where appropriate, by current technical rules or regulations.

8.2. The Seller will be the only party responsible for quality control, regardless of the controls and tests carried out or demanded by ARTECHE by its own means or by those of a third party.

8.3. The Seller guarantees that all material or service supplied to ARTECHE will correspond with the conditions and characteristics stipulated on the "Purchase Order Sheet". It agrees, subsequently, to immediately repair and to replace, if necessary in ARTECHE's opinion, in the same conditions as soon as possible, never to exceed ten (10) days, all or part of the material supplied that does not meet the requested conditions and characteristics. The cost of these repairs and/or replacements, and of all the expenses derived of any type, will be exclusively paid for by the Seller.

8.4. The guarantee period of the equipment and products supplied will be at least two (2) years starting from their receipt by ARTECHE and/or use of them, whichever occurs last, and specific agreements may exist between ARTECHE and Seller extending said guarantee period.

8.5. The Seller will be obliged to compensate ARTECHE for any damages, including loss of earnings, it may suffer as a result of the possible faults in the materials or goods supplied, including damages to other products or facilities of third parties.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. 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, and therefore its use by the Seller 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.

10. RISK

10.1. Unless otherwise expressly specified, 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.

11. CONFIDENTIALITY

11.1. Regarding each Order, any information that might be known either by ARTECHE or by the Seller 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. STATEMENT OF THE SELLER

12.1. On accepting these Conditions, the seller hereby declares to (i) have the necessary authorisations 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 with 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.

13. PENALTIES

13.1. Without prejudice to ARTECHE's right to terminate the Order due to defaults of the Seller 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 Seller will entail the application by ARTECHE 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.

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

13.3. Receiving the penalties will not deprive ARTECHE from reverting to the Seller all the expenses and overcosts it is obliged to pay to third parties as a direct result of the delay.

14. APPLICABLE LAW AND JURISDICTION

14.1. These Conditions will be governed in all cases by the legal regulations of the Spanish State, expressly excluding any effect on the Laws of the Vienna Convention of 11 April 1980, on international sale of goods contracts.

14.2. 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.