

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1, SCOPE OF APPLICATION, PURPOSE AND DEFINITIONS

#### 1.1 Scope of application and purpose

- (i) **Befesa Aluminio Comercializadora, S.L.U.** (hereinafter, the "**Purchaser**") and the Supplier, referred to jointly as the "**Parties**", hereby establish the General Terms and Conditions of Purchase that govern all the sale and purchase transactions entered between the Parties in regard to the products ordered by the Purchaser (hereinafter, the "**Products**") which are specifically indicated in the Purchase Order, as this term is defined in Condition 1.2 below.
- (ii) The sale and purchase transactions for Products between the Parties shall be governed by (i) the Purchase Order, as defined below; (ii) these General Terms and Conditions of Purchase; (iii) any additional agreements that, where applicable, are reached between the Parties (hereinafter, all the aforementioned documents shall be jointly referred to as the "**Contract**"). In the case of any discrepancy between the General Terms and Conditions of Purchase and the Purchase Order accepted, the Purchase Order accepted shall prevail over the General Terms and Conditions of Purchase.

(iii) The Parties hereby agree that these General Terms and Conditions of Purchase, which the Purchaser has handed over to the Supplier, shall form an inseparable part of the Contract and shall govern the legal relationship established between the parties (even should the contractual relationship be extended by a continuous supply of products over time involving more than one Purchase Order), which are taken to be expressly, voluntarily and unreservedly accepted by the Purchaser on signing in acceptance of the Purchase Order or, should the contractual relationship not be formalised in writing, from the moment when the Purchaser hands over a copy of them to the Supplier or when the latter has been informed of their availability on the website of the Purchaser ([Befesa](#)) and the Supplier fails to give written notice of disagreement within five (5) calendar days of receipt of the notification.

- (iv) The Purchaser hereby reserves the right to amend these General Terms and Conditions of Purchase and shall provide the Supplier with the current and updated general conditions as applicable.

The Parties hereby agree that the amended general conditions provided by the Purchaser shall form an inseparable part of their contractual relationship and shall be deemed to be accepted by the Supplier unless expressly rejected within five (5) calendar days from when they are made available. The rejection of the General Terms and Conditions of Purchase shall be grounds for the termination of the contractual relationship with no entitlement to seek compensation on the part of the Supplier.

## 1.2 Definitions

As used herein, the following terms shall have the meanings listed below:

- (i) **"Supplier"**.- The individual or legal entity that sells the Products, pursuant to the Accepted Purchase Order and these General Terms and Conditions of Purchase.
- (ii) **"Business Day"**.- **Any day except Saturday and** Sunday which is not a national public holiday in the territory of the Kingdom of Spain, **or in the place of the** registered office of the Purchaser.
- (iii) **"Purchase Order"**.- Each one of the requests for Products **placed by** the Purchaser with the Supplier, by means of the document with the aforementioned name, pursuant to these General Terms and Conditions of Purchase.
- (iv) **"Act 711998"**.- **The General Terms and Conditions of** Contracting Act 7/1998, of 13 April.
- (v) **"LOPD"**.- Spanish Personal Data Protection Act 15/1999, of 13 December.

## 2. GENERAL TERMS AND CONDITIONS

### 2.1 Purchase Order

- (i) **Each order shall be** placed by the Purchaser by filling in the relevant Purchase Order, which shall be sent to the Supplier by any means that enables its receipt to be acknowledged. Along with this Purchase Order, the Purchaser shall provide the Supplier with a copy of these General Terms and Conditions of Purchase or notice that they are available on the website of the Purchaser ([Befesa](#)).

The order shall not be deemed to have been accepted by the Supplier, and therefore the Contract shall not come into effect, until the Supplier has advised of its acceptance by sending the Purchase Order duly signed to indicate acceptance by any means of communication enables its receipt to be accredited. Therefore, acceptance of the order by the signing of the Purchase Order by the Supplier shall imply the express acceptance of these General Terms and Conditions of Purchase.

The Purchaser may cancel the Purchase Order, provided that no more than three [3] business days have elapsed from the receipt by the Purchaser of the acceptance of the Purchase Order, without this entitling the Supplier to seek compensation.

### 2.2 Price

- (i) The prices of the Products shall be those established in each Purchase Order

signed by the Supplier, which shall be set pursuant to the market prices of the Products as of the date of the Order Confirmation. Therefore, once the signed Purchase Order has been received by the Purchaser and the Contract thus takes effect, the price of the Products contained therein may not be modified.

- (ii) The prices shall include *packaging costs, loading, transport to the place of delivery, insurance, return/replacement and applicable taxes.*

## 2.3 Payment terms

- (i) The Supplier shall send an invoice referring to each Purchase Order accepted within fifteen (15) days as from the delivery date of the Products to the Purchaser and the invoice shall be settled by the Purchaser within forty-five (45) days as from the date of its receipt.

For the invoice to be sent by electronic means shall require the prior written agreement of the Purchaser.

- (ii) In the case of a dispute regarding the amount or quality of the Products, the sums involved or any other item of the invoices issued by the Supplier, the Purchaser may withhold or defer the total payment or any outstanding part payments until such time as that dispute is settled, without this generating late payment interests or any other interest payments for the Supplier due to the invoices being settled late.

## 2.4 Ban on assignment of receivables

The entitlements generated for the Supplier due to the orders of the Purchaser may not be assigned to any third party without the express written agreement of the Purchaser. Therefore, the Purchaser will not pay the price to any third party unless the assignment of the relevant entitlements has been duly authorised.

## 2.5 Delivery and transport

Delivery shall be taken to mean the Products ordered being made available to the Purchaser at the delivery place indicated in the Purchase Order (hereinafter, the "**Delivery**"). The documentation is considered an integral part of the product.

### 2.5.1 Delivery period

- (i) The delivery period shall be specifically established by the Purchaser in the Purchase Order and shall be calculated as the period from the date on which the Purchaser receives the signed Purchase Order to the effective date of Delivery of the Products.
- (ii) In the event of total or partial breach of the delivery terms, Befesa Aluminio Comercializadora, SL. may apply a delay penalty of 1% for each week of delay (complete or not) on the amount of the order, up to a maximum of 15% of said amount.
- (iii) The Purchaser reserves the right to fully or partially terminate any order not delivered in the relevant delivery period without thus giving rise to any entitlement to seek compensation on the part of the Supplier and without prejudice, where applicable, to any potential claim against the Supplier for damages and losses that the Purchaser may have suffered due to the delay an

frustration of the termination of the Contract.

### 2.5.2 Packaging

All the Products shall be sent with the appropriate packaging and identification so the delivery note signed and dated by the Supplier, which must contain all the data required to identify the order, shall be included inside the packaging, with a copy of the aforementioned delivery note affixed to the outside in a visible place, to enable the contents to be identified with no need to open the packaging.

### 2.5.3 Acceptance of the Products

As proof of acceptance of the Products the Purchaser or a third party designated for that purpose shall sign the copy of the delivery note that is on the outside of the packaging, notwithstanding the right of the Purchaser to reject and/or not accept Products that do not tally for any reason with the Purchase Order and/or with the specifications of the Products referred to in the Contract, along with the right to verify the Products referred to in Condition 2.6 below.

## **2.6 Verification of the Products**

The Purchaser shall be entitled to make a claim against the Supplier for any faults or defects in the Products received, provided that it takes any relevant action within the fifteen [15] days following the delivery date.

In such cases the Purchaser may opt to seek the termination of the Contract, with the return of the order at no cost to the Purchaser, or require the Supplier to comply with what has been agreed by replacing the Products or shipping what is missing, without prejudice to the relevant compensation for the damages and losses that may have been caused to the Purchaser.

## **2.7 Warranty**

The Supplier of products that may fail provides the Purchaser with a warranty for a period of twelve [12] months from the Delivery date, against any defect of the products should they:

- (i) prove to be unfit for their customary purpose;
- (ii) have any fault and/or defect that could not be seen during the check referred to in Condition 2.6 above (external or internal) and that could affect the Products.

Repair or replacement of any defective part will reset the guarantee period of that part to zero. The Supplier hereby undertakes to compensate the Purchaser for any damage and/or loss, including loss of business, which the latter may suffer as a result of defects in the Products.

## **2.8 Specific representations and warranties regarding the purchase-sale of raw material**

By accepting these General Terms and Conditions of Purchase, the Supplier hereby declares and warrants that:

- (i) it is authorised to manufacture, manage, store, process and sell the Products, as applicable, and therefore holds the relevant state, regional and municipal authorisation as required;
- (ii) it has a warehouse and the necessary human and technical resources (facilities, equipment and contracts with appropriate carriers) that comply with the standards and conditions applicable for the correct storage of the Products;
- (iii) it is in good standing with all its social security, employment, tax, accounting and legal obligations, and in compliance with severance payments, insurance for professional disease and occupational accidents in general and legislation regarding occupational health and safety.

## **2.9 Tax obligations**

The Supplier hereby expressly states that it is in good standing with the tax authorities. The Purchaser may ask the Supplier at any moment to produce proof of being in good standing with the Tax Authorities or other official authorities, particularly with regard to the payment of the taxes accrued as a result of the Purchase.

Therefore, the Supplier hereby undertakes to hold the Purchaser completely harmless, by means of paying the latter, within the period of five (5) days from when so requested by the Purchaser, the amount of any accredited penalties or losses of any type that may be imposed by or as a result of any breach of its tax obligations by any administration and/or jurisdictional authorities, whether or not an appeal can be filed against the decision.

## **3. SUNDRY CONDITIONS**

### **3.1 Taxes**

Any taxes of any type generated as the result of the Purchase shall be settled by the parties pursuant to the Contract and, when not envisaged therein, pursuant to the applicable legislation and/or regulations at any given time.

### **3.2 Assignment**

The Supplier may not assign the rights and obligations arising from the Contract without the prior written authorisation of the Purchaser.

### **3.3 Data protection policy**

Pursuant to the LOPD (Spanish Data Protection Act) and its enactment legislation, the parties are hereby informed that the personal data provided as **a result** of the purchase, shall be treated as confidential and shall be entered in a file entitled "Customers/Suppliers" for the purpose of the commercial relationship. The data controller is Befesa Aluminio Comercializadora, S.L.U, (whose registered office is at Ctra. Luchana-Asúa, No. 13 48950 Erandio Spain ), which shall treat the data in accordance with the privacy policy set out at [Befesa](#).

This file has been notified to the Spanish Data Protection Agency and has the necessary security measures to guarantee the total security of the data.

Finally, you are hereby informed that you are entitled to exercise the rights to access, rectify, cancel and challenge your personal data, by writing to Ctra. Luchana-Asúa No. 13 48950 Erandio Spain.

### **3.4 Notifications**

For the purpose of these General Terms and Conditions of Purchase, any communication by the Purchaser to the Supplier shall be made using the details supplied by the latter for the issuing of the Purchase Order by any means that accredits the effective receipt of the notification by the Supplier.

Any communications by the Supplier to the Purchaser shall be made to the issuer of the Purchase Order by any means that accredits their effective receipt by the Purchaser.

### **3.5 Invalidity**

Should any of the conditions included herein be declared totally or partially null and void or inoperative on grounds of contravention of the applicable legislation, it shall be deemed as not existing, but all other items of the General Terms and Conditions of Purchase shall remain in force, except when the condition in question is one on the validity of which the overall validity of the General Terms and Conditions of Purchase depends or one the deletion of which would significantly upset the balance of the reciprocal services of the parties.

### **3.6 Applicable legislation and jurisdiction**

The contractual relationship between the parties shall be subject to Spanish legislation.

The Parties hereby agree to submit any dispute that may emerge in relation with the Contract to the Courts and Tribunals of the registered address of the Purchaser and hereby expressly waive any other jurisdiction to which they may be entitled.

### **3.7 Evaluation the quality of the product and or service**

Befesa Aluminio Comercializadora S.L. evaluates the quality of the product and / or service provided annually through its supplier evaluation procedure, the evaluation criteria are available to you through the corresponding purchasing area.

### **3.8 Supplier Code of Conduct**

Befesa promotes and expects business integrity, compliance with applicable laws and adherence to internationally recognized environmental, social and corporate governance standards within our own organization and among our business partners. The result of such a commitment is this supplier's code of conduct ("[Supplier Code of Conduct](#)").

This Supplier Code of Conduct applies to all Suppliers that must adhere to its content in order to maintain commercial relationships with Befesa.